

APPLICATION OF THIS ORDER

3. (1) Nothing in this Order applies with respect to any jam that is specially prepared by the manufacturer for the use of diabetics and is labelled accordingly.

(2) Except as provided in the last preceding subclause, this Order applies to all jam that is manufactured by Irvine and Stevenson's St. George Co., Ltd., but does not apply to jam manufactured by any other manufacturer.

FIXING MAXIMUM PRICES OF GOODS TO WHICH THIS ORDER APPLIES

Manufacturer's Prices

4. (1) Subject to the following provisions of this clause, the maximum price that may be charged or received by the manufacturer for any goods to which this Order applies, when sold to a wholesaler otherwise than in assorted case lots, shall be the appropriate price specified in the Schedule hereto.

(2) Subject to the following provisions of this clause, the maximum price per dozen containers that may be charged or received by the manufacturer for any goods to which this Order applies, when sold to a wholesaler in assorted case lots, shall be ascertained by dividing the sum of the appropriate maximum prices, as specified in the Schedule hereto, of all the jam comprised in the lot by the number of containers comprised in the lot and multiplying the result by twelve.

(3) The maximum prices fixed by the foregoing provisions of this clause shall be reduced by a trade discount of 10 per cent. thereof, and the prices so calculated shall be further reduced as follows:—

- (a) By a discount of 3 per cent. thereof where payment is made within seven days from the date of invoice; or
- (b) By a discount of 2½ per cent. thereof where payment is made after seven days from the date of invoice but on or before the 20th day of the month following the month in which delivery is made to the wholesaler.

(4) In respect of deliveries (whether made to a wholesaler or to any person on behalf of a wholesaler) to Auckland, Wellington, Palmerston North, Christchurch, Dunedin, Invercargill, Timaru, Oamaru, Blenheim, Nelson, Motueka, Kaikoura, Takaka, Collingwood, Akaroa, Onehunga, Lyttelton, or Palmerston South, the maximum prices fixed by the foregoing provisions of this clause are fixed as for delivery free of transport charges into the consignee's store:

Provided that in respect of deliveries to a consignee in Palmerston North the manufacturer may make an additional charge computed at a rate not exceeding 25s. per ton gross weight of the goods comprised in the delivery. Any additional charge made pursuant to this proviso shall be subject to the discount of 3 per cent. or 2½ per cent., as the case may be, provided for in paragraphs (a) and (b) of the last preceding subclause.

(5) In respect of deliveries (whether made to a wholesaler or to any person on behalf of a wholesaler) to Greymouth, Westport, Bluff, Gisborne, Whangarei, New Plymouth, Tauranga, Wanganui, Napier, Tokomaru Bay, Waikokopu, Wairoa, Gore, Hicks Bay, or Tolaga Bay, the maximum prices fixed by the foregoing provisions of this clause are fixed as for delivery free of sea freight and free of rail freight to the port or railway-station that is nearest or most convenient of access to the consignee's store.

(6) In respect of deliveries (whether made to a wholesaler or to any person on behalf of a wholesaler) to Dannevirke, Hastings, Masterton, Hokitika, Dargaville, Opotiki, Whakatane, Hamilton, Hawera, Carterton, Greytown, Eketahuna, Pahiatua, Martinborough, Levin, Otaki, or Shannon, the maximum prices fixed by the foregoing provisions of this clause are fixed as for delivery free of sea freight as follows:—

Place at which Delivery to be made.	Port to which Sea Freight paid.
Dannevirke	Napier.
Hastings	Napier.
Hokitika	Greymouth.
Dargaville	Whangarei.
Opotiki	Auckland.
Whakatane	Auckland.
Hamilton	Auckland.
Hawera	New Plymouth.
Carterton	Wellington.
Greytown	Wellington.
Eketahuna	Wellington.
Pahiatua	Wellington.
Martinborough	Wellington.
Levin	Wellington.
Masterton	Wellington.
Otaki	Wellington.
Shannon	Wellington.

Wholesalers' Prices

5. (1) Subject to the following provisions of this clause, the maximum price that may be charged or received by any wholesaler for any goods to which this Order applies, when sold otherwise than in assorted case lots, shall be the appropriate price specified in the Schedule hereto.

(2) Subject to the following provisions of this clause, the maximum price that may be charged or received by any wholesaler for any goods to which this Order applies when sold in assorted case lots shall be ascertained by dividing the sum of the appropriate maximum prices, as specified in the Schedule hereto, of all the jam comprised in the lot by the number of containers comprised in the lot and multiplying the result by twelve.

(3) Subject to the provisions of subclause (5) hereof, the maximum price that may be charged or received for any goods to which this Order applies by any wholesaler in the course of a business carried on elsewhere than at Auckland, Wellington, Palmerston North, Christchurch, Dunedin, Invercargill, Timaru, Oamaru, Blenheim, Nelson, Picton, Motueka, Kaikoura, Takaka, Collingwood, Greymouth, Westport, Bluff, Gisborne, Whangarei, New Plymouth, Tauranga, Wanganui, Napier, Akaroa, Onehunga, Palmerston South, Tokomaru Bay, Tolaga Bay, Waikokopu, Wairoa, Gore, Hicks Bay, or Lyttelton shall be the price fixed by subclause (1) or subclause (2) hereof (whichever is appropriate), increased as follows:—

- In respect of 14 oz. containers: By 3d. per dozen.
- In respect of 28 oz. containers: By 6d. per dozen.
- In respect of 6 lb. containers: By 1s. 3d. per dozen.
- In respect of 10 lb. containers: By 2s. per dozen.
- In respect of other containers: By ¼d. per pound of net contents of container.

(4) Subject to the provisions of subclause (5) hereof, the maximum price that may be charged or received by any wholesaler in the course of a business carried on at Palmerston North, Hastings, Dargaville, or Hawera shall be the price fixed by subclause (1) or subclause (2) hereof (whichever is appropriate), increased as follows:—

- In respect of 14 oz. containers: By 2d. per dozen.
- In respect of 28 oz. containers: By 4d. per dozen.
- In respect of 6 lb. containers: By 10d. per dozen.
- In respect of 10 lb. containers: By 1s. 4d. per dozen.
- In respect of other containers: By ¾d. per pound of net contents of container.

(5) The prices fixed by the foregoing provisions of this clause are fixed subject to the same terms and conditions with respect to cash and other discounts and with respect to freight arrangements as existed between individual wholesalers and retailers immediately prior to the coming into force of this Order.

(6) The foregoing provisions of this clause shall apply with respect to sales made by the manufacturer to a retailer for purposes of retail sale.

Retailers' Prices

6. (1) The maximum price that may be charged or received by any retailer for any goods to which this Order applies shall be determined in accordance with the following provisions, namely:—

- (a) When sold by a retailer in any area within which any wholesaler carrying on business in any of the cities or boroughs of Auckland, Wellington, Christchurch, Dunedin, Invercargill, Timaru, Oamaru, Blenheim, Nelson, Picton, Motueka, Kaikoura, Takaka, Collingwood, Greymouth, Westport, Lyttelton, Bluff, Gisborne, Whangarei, New Plymouth, Tauranga, Wanganui, Akaroa, Onehunga, Palmerston South, Tokomaru Bay, Tolaga Bay, Waikokopu, Wairoa, Gore, Hicks Bay, or Napier normally undertakes the free delivery of goods to retailers, the maximum retail price shall be the appropriate maximum price specified in the Schedule hereto.

(b) When sold by a retailer in any other area, the maximum retail prices shall be the appropriate maximum price specified in the Schedule hereto, increased as follows:—

- In respect of 14 oz. containers: By ¼d.
- In respect of 28 oz. containers: By 1d.
- In respect of 6 lb. containers: By 3d.
- In respect of 10 lb. containers: By 5d.
- In respect of other containers: By ¼d. per pound of net contents of container.

(2) Notwithstanding anything in the foregoing provisions of this clause and subject to such conditions, if any, as it thinks fit, the Tribunal, on application by any retailer, may authorize special maximum retail prices in respect of any goods to which this Order applies where for any reason extraordinary freight charges are incurred by the retailer in obtaining delivery from the source of supply that is nearest or most convenient of access to him. Any authority given by the Tribunal under this subclause may apply with respect to a specified lot or consignment of goods or may relate generally to all goods to which this Order applies sold by the retailer while the approval remains in force.