SCHEDULE
Maximum Basic Prices of Goods to whiot this Order applies


Dated at Wellington, this 29th day of January, 1945.
The Seal of the Price Tribunal was affixed hereto in the presence of-
W. J. Hunter (Judge), President.
H. L. Wise, Member

Price Order No. 309 (Jams manufactured by Whittome, Stevenson, and Co., Ltd.)

PURSUANT to the powers conferred on it by the Control of Prices Emergency Regulations 1939,* the Price Tribunal, acting with the authority of the Minister of Industries and Commerce, doth.hereby make the following Price Order :-

## P̀reliminary

1. This Order may be cited as Price Order No. 309, and shall come into force on the 12th day of February, 1944.
2. (1) In this Order-
"Assorted case lot " means a lot comprising different varieties of jams, and consisting of five dozen 14 oz . containers, or two and a half dozen 28 oz . containers, or one dozen 6 lb . containers, or half-dozen 10 lb . containers:
"Jam" means the product obtained by the processing of cane sugar and fruit of any kind or of different kinds (with or without the admixture of other substances), whether such product is sold or offered for sale as jam, or jelly, or conserve, or marmalade, or by any other name or description.
(2) Terms and expressions defined in the Control of Prices Emergency Regulations 1939,* when used in the Order, have the meanings severally assigned thereto by those regulations.

## 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 Whittome, Stevenson, and Co., Ltd., but does not apply to jam manufactured by any other manufacturer.

Fixing Maxtuum Prices of Goods to whicit 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

* Statutory Regulations 1939, Serial number 1939/275, page 1057.
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 $2 \frac{1}{2}$ 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 on to any person on behalf of a wholesaler) to Auckland, Wellington, Palmerston North, Christchurch, Dunedin, Timaru, Oamaru, Blenheim, Nelson, Wanganui, or Greymouth, 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 Palmers ton North the manufacturer may make an additional charge computed at a rate not exceeding 25 s . per ton gross weight of the goods comprised in the delivery. Any additional charge made pursuant to this proviso shall be subjeet to the discount of 3 per cent. or $2 \frac{1}{2}$ 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 Westport, Lyttelton, Bluff, Gisborne, Whangarei, New Plymouth, Napier, or Picton, 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.

