

APPLICATION OF THIS ORDER

- 4. (1) This Order applies with respect to all apricots, peaches, or plums grown in New Zealand, and sold within any of the periods specified in the Schedule hereto.
- (2) The maximum prices fixed by this Order apply with respect to sales by auction as well as to other sales.
- 5. The provisions of this Order shall apply notwithstanding that any fruit to which this Order is applicable is sold otherwise than by weight or is sold otherwise than in a container of a kind specified in the Schedule hereto.

GRADING OF FRUIT TO WHICH THIS ORDER APPLIES

- 6. (1) Any apricots, peaches, or plums to which this Order applies may be graded by the grower or by a packer or may be sold as ungraded. The grading of any fruit by the grower or by a packer as aforesaid shall be so carried out that all fruit of the same grade shall be reasonably uniform in quality, size, and maturity.
- (2) Fruit that has been graded as "special selected dessert" or "special" or "extra fancy" shall be packed in trays, and each tray shall be legibly branded with the words "special selected dessert" or "special" or "extra fancy", as the case may be, and shall also be legibly branded to show either the net weight of the contents thereof or the number (correct to within two of the exact number) of the fruit packed therein. No ungraded fruit and no fruit graded otherwise than as "special selected dessert" or "special" or "extra fancy" as aforesaid shall be packed in trays.
- (3) Every half-case or quarter-case of apricots, peaches, or plums that has been graded by the grower or by a packer shall be legibly branded to indicate the grade of the fruit, and every half-case or quarter-case of ungraded fruit shall be legibly branded with the word "ungraded" or shall be left unbranded.
- 7. (1) Any wholesaler or retailer may sell or offer for sale as ungraded any graded apricots, peaches, or plums acquired by him, or may sell or offer for sale as fruit of a lower grade any apricots, peaches, or plums that have been acquired by him as "special selected dessert", "special", or "extra fancy".
- (2) Except as provided in the last preceding subclause no person other than a grower or a packer shall grade or regrade any fruit to which this Order applies, and no such grading shall be done by any person who is merely the selling agent of a grower or a packer.

MAXIMUM WHOLESALE PRICES

- 8. (1) All approvals given by the Tribunal with respect to any apricots, peaches, or plums of the 1942-43 season or of any subsequent season sold by a wholesaler to a commercial user for the purposes of his business (including any terms and conditions subject to which any such approval was given) are hereby extended to apply to sales (during the corresponding periods of the current season or of any subsequent season) of any fruit of a like kind to which this Order applies, and the maximum price that may be charged or received by any wholesaler for fruit sold to a commercial user as aforesaid shall be determined in accordance with the particular approval that is appropriate thereto.
- (2) Except as provided in the last preceding subclause, and subject to the following provisions of this clause and to the provisions of clause 10 hereof, the maximum wholesale price of any fruit to which this Order applies shall be determined in accordance with the Schedule hereto.
- (3) With respect to fruit sold otherwise than in trays the maximum wholesale prices fixed by this clause are fixed as for cases containing fruit of a weight not less than as follows:—

	Minimum Weight of Fruit.
Half-case (No. 6 case)	17 lb. of apricots or peaches or 19 lb. of plums.
Quarter-case (No. 9 case)	11 lb. of apricots or peaches or 12½ lb. of plums.

- (4) Where any case does not contain the prescribed minimum weight of fruit as set out in subclause (3) hereof for that particular type of case, the wholesale maximum price of the case shall be reduced for each pound or part of a pound by which the weight of the fruit is less than the prescribed minimum weight by the appropriate wholesale price per pound fixed in the Schedule hereto for that kind and grade of fruit according to the place and date of sale.
- (5) For the purpose of calculating the weight of the fruit in the case an allowance shall be made on account of the weight of the case as follows:—
 For half-cases (No. 6 case): An allowance of 4 lb.
 For quarter-cases (No. 9 case): An allowance of 3½ lb.
- (6) For the purposes of this Order every case in any lot of cases sold to a retailer shall be deemed to contain not less than the prescribed minimum weight of fruit set out in subclause (3) hereof unless on the day of the sale and before removal of the lot from the premises of the wholesaler the retailer has caused the lot to be weighed and found to the contrary.
- (7) Where with respect to any lot of cases that is sold to a retailer at any one time it has been established by the retailer in accordance with subclause (6) hereof that the total weight of the fruit in the lot averages less than the prescribed minimum weight set out in subclause (3) hereof, the maximum wholesale price that may be charged or received for the lot shall be the respective price fixed in the Schedule hereto reduced in accordance with subclause (4) hereof for each pound or part of a pound by which the total weight of the fruit in the lot is less than the total weight necessary to average the prescribed minimum weight as aforesaid.
- (8) Where with respect to any lot of cases the provisions of subclause (7) hereof apply the wholesaler shall mark on the invoice relating to the sale the correct weight of the fruit contained in the lot.
- (9) No sale at a price which is later reduced in accordance with the provisions of subclause (7) hereof shall be deemed to be a breach of this Order.
- (10) All fruit that is sold in trays shall be sold by weight.
- (11) The wholesale prices prescribed in the Schedule hereto are fixed as for delivery at the wholesaler's store or other premises from which delivery to the purchaser is effected.
- (12) Where delivery is effected by a wholesaler elsewhere than at premises occupied by him he may add to the appropriate price fixed in accordance with the Schedule hereto the reasonable cost of delivery, not exceeding in any case the cost that would have been incurred by him if delivery had been effected by a common carrier at current freight rates.

MAXIMUM RETAIL PRICES

- 9. (1) Subject to the provisions of this clause and to the provisions of clause 10 hereof the maximum retail price per pound of any fruit to which this Order applies shall not exceed the sum of the following amounts:—
- (a) The price per pound actually paid or payable by the retailer for the fruit (including a proportionate part of the cost of the case or other container):
- (b) Any transport charges (up to and including 9d. in the case of a half-case, up to and including 6d. in the case of a quarter-case, or up to and including 4d. in the case of a tray) actually paid or payable by the retailer:
- (c) An amount equal to 40 per cent. of the sum of the amounts specified in paragraphs (a) and (b) hereof.
- (2) The retail price of any fruit computed in accordance with the last preceding subclause shall be calculated by reference to the prices and weights disclosed in the appropriate invoices.
- (3) In computing the price per pound or the transport charges per pound paid or payable by a retailer for or in respect of any fruit, the total price of the fruit (including the price of the case or other container) or the transport charges, as the case may be, paid or payable by him for any lot of fruit shall be divided by the reputed number of pounds of fruit comprised in the lot, and the result shall be deemed to be the price per pound or the transport charges per pound, as the case may be, paid or payable by the retailer as aforesaid.
- (4) If in respect of any lot of fruit sold by a retailer the maximum price calculated in accordance with the provisions of this Order is not an exact number of pence or half-pence, the maximum price of the lot shall be computed to the nearest upward halfpenny.
- (5) Notwithstanding anything to the contrary in the foregoing provisions of this clause, but subject to the provisions of subclause (6) of this clause and to the provisions of clause 10 hereof, the maximum retail price of any fruit to which this Order applies shall not in any case exceed a price computed at the appropriate rate or rates prescribed in the Schedule hereto.
- (6) Where the transport charges incurred by any retailer in obtaining delivery of any fruit to which this Order applies from the source of supply that is nearest or most convenient of access to him exceed 9d. in the case of a half-case, 6d. in the case of a quarter-case, or 4d. in the case of a tray, the retail price determined in accordance with subclause (1) of this clause and the maximum retail price specified in the Schedule hereto may each be increased in accordance with the following scale:—

Where the transport charges are—	
More than 9d. in the case of a half-case but not more than 1s. 6d.	} By ½d. per pound.
More than 6d. in the case of a quarter-case but not more than 1s.	
More than 4d. in the case of a tray but not more than 8d.	
More than 1s. 6d. in the case of a half-case	} By 1d. per pound.
More than 1s. in the case of a quarter-case	
More than 8d. in the case of a tray	