Price Order No. 512 (Tomato Puree and Tomatoes canned by Irvine and Stevenson's St. George 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 Industry and Commerce, doth hereby make the following Price Order —

Preliminary

1. This Order may be cited as Price Order No. 512, and shall come into force on the 22nd day of April, 1946.
2. Unless the context otherwise requires, terms and expressions defined in the Control of Prices Emergency Regulations 1939,* when used in this Order, have the meanings severally assigned thereto by those regulations.

Application of this Order

3. This Order applies with respect to all tomato puree and all tomatoes, whether or otherwise, canned by Irvine and Stevenson's St. George Co., Ltd. (in this Order referred to as "the canner"), but does not apply to tomato puree or tomatoes canned by any other person.

Fixing Maximum prices of Goods to which this Order Applies

Canner's Prices

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

(2) The maximum price fixed as aforesaid shall be reduced by a tead% discount of 10 per cent. thereof, and the price 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 date of invoice;

(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.

(3) In respect of deliveries (whether made to a wholesaler or to any person on behalf of a wholesaler) to Blenheim, Nelson, Motueka, Nelson, Tauranga, Wanganui, Blenheim, Nelson, Pohara, Matakana, Eketahuna, Pahiatua, Levin, Levin, Otaki, or Shannon, the maximum prices fixed by the foregoing provisions of this clause are fixed for delivery free of transport charges to the consignee's store.

Provided that, in respect of deliveries to a consignee in Palmerston North, the canner may make an additional charge covering a rate not exceeding 25c. per ton gross weight of the goods comprised in the delivery. Any additional charge made pursuant to this provision 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.

(4) 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, Takomaru, Waitakere, Waireka, Wairoa, Gore, Hicks Bay, or Tolaga Bay, the maximum prices fixed by the foregoing provisions of this clause are fixed for delivery free of sea freight and free of all such like costs as exist between individual wholesalers and retailers immediately prior to the coming into force of this Order.

(5) In respect of deliveries (whether made to a wholesaler or to any person on behalf of a wholesaler) to Dannevirke, Hastings, Dargaville, or Hawera, the maximum prices fixed by the foregoing provisions of this clause are fixed for delivery free of transport charges to the consignee's store.

Preliminary

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 shall be the appropriate price specified in the Schedule hereto.

(2) Except as provided in subclause (3) hereof and subject to the provisions of clause (5) hereto, any additional charge made 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) hereof, increased as follows:—

Canned Tomato Puree—

In respect of 1 lb. containers: By 3d. per dozen.

In respect of 1½ lb. containers: By 6d. per dozen.

In respect of 2 lb. containers: By 6d. per dozen.

In respect of half-gallon (nominal) containers: By 9d. per dozen.

In respect of one-gallon (nominal) containers: By 1s. 6d. per dozen.

Canned Tomatoes—

In respect of 1 lb. containers: By 3d. per dozen.

In respect of 1½ lb. containers: By 6d. per dozen.

In respect of 2 lb. containers: By 6d. per dozen.

In respect of half-gallon (nominal) containers: By 9d. per dozen.

In respect of one-gallon (nominal) containers: By 1s. 6d. per dozen.

(3) Subject to the provisions of subclause (4) 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 at Greymouth, Westport, Bluff, Gisborne, Whangarei, New Plymouth, Tauranga, Wanganui, Napier, Akaroa, Onehunga, Palmerston South, Tokomaru Bay, Tolaga Bay, Waitakere, Wairoa, Gore, Hicks Bay, or Lyttelton shall be the price fixed by subclause (1) hereof, increased as follows:—

- The maximum price fixed as aforesaid shall be reduced by a tead% discount of 10 per cent. thereof, and the price 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 date of invoice;

(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.

(3) In respect of deliveries (whether made to a wholesaler or to any person on behalf of a wholesaler) to Blenheim, Nelson, Motueka, Nelson, Tauranga, Wanganui, Blenheim, Nelson, Pohara, Matakana, Eketahuna, Pahiatua, Levin, Levin, Otaki, or Shannon, the maximum prices fixed by the foregoing provisions of this clause are fixed for delivery free of transport charges to the consignee's store.

Provided that, in respect of deliveries to a consignee in Palmerston North, the canner may make an additional charge covering a rate not exceeding 25c. per ton gross weight of the goods comprised in the delivery. Any additional charge made pursuant to this provision 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.

(4) 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, Takomaru, Waitakere, Waireka, Wairoa, Gore, Hicks Bay, or Tolaga Bay, the maximum prices fixed by the foregoing provisions of this clause are fixed for delivery free of sea freight and free of all such like costs as exist between individual wholesalers and retailers immediately prior to the coming into force of this Order.

(5) In respect of deliveries (whether made to a wholesaler or to any person on behalf of a wholesaler) to Dannevirke, Hastings, Dargaville, or Hawera, the maximum prices fixed by the foregoing provisions of this clause are fixed for delivery free of transport charges to the consignee's store.

6. The maximum price that may be charged or received by any wholesaler 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 at Auckland, Wellington, Christchurch, Dunedin, Invercargill, Timaru, Oamaru, Palmerston North, Hastings, Dargaville, or Hawera normally undertakes the free delivery of goods to retailers, the maximum price shall be the appropriate price fixed in the Schedule hereto; or

(b) When sold by a retailer in any area other than the areas specified in subclause (a) hereof, the maximum price shall be the appropriate maximum price specified in the Schedule hereto.

7. Notwithstanding anything in the foregoing provisions of this Order and subject to such conditions as the Tribunal, on application by the canner, or by any wholesaler, retailer, may authorize, the maximum prices fixed by this Order shall be subject to -concessions made (freight or otherwise) by the canner, wholesaler, or retailer.