

Wholesalers' Prices

6. (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) The maximum prices fixed by subclause (1) hereof are fixed in respect of wholesalers carrying on business in any of the following places:—

(a) In the case of fruit canned by J. Wattie Canneries, Ltd.: At Auckland, Wellington, Palmerston North, Wairoa, Christchurch, Dunedin, Invercargill, Timaru, Oamaru, Blenheim, Nelson, Picton, Motueka, Greymouth, Westport, Lyttelton, Bluff, Hamilton, Gisborne, New Plymouth, Wanganui, Napier, Hastings, Masterton, Dannevirke, Hawera, or Hokitika:

(b) In the case of fruit canned by S. Kirkpatrick and Co., Ltd., or Thompson and Hills, Ltd.: At Auckland, Wellington, Christchurch, Dunedin, Invercargill, Timaru, Oamaru, Blenheim, Picton, Motueka, Kaikoura, Takaka, Collingwood, Greymouth, Westport, Lyttelton, Bluff, Hamilton, Gisborne, Whangarei, New Plymouth, Tauranga, Wanganui, Napier, or Nelson:

(c) In the case of fruit canned by Irvine and Stevenson's St. George Co., Ltd.: At Auckland, Wellington, 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.

(3) Except as provided in the next succeeding subclause, the maximum price that may be charged or received by any wholesaler carrying on business at any place other than a place specified in subclause (2) hereof with respect to the firm by which the goods were canned, shall be the appropriate price specified in the Schedule hereto increased as follows:—

In respect of 16 oz. containers } By 3d. per dozen.

In respect of 17 oz. containers } By 6d. per dozen.

In respect of 25 oz. containers } By 6d. per dozen.

In respect of 26 oz. containers } By 6d. per dozen.

In respect of 30 oz. containers } By 6d. per dozen.

In respect of 34 oz. 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.

(4) In the case of fruit canned by S. Kirkpatrick and Co., Ltd., or by Thompson and Hills, Ltd., and sold by any wholesaler carrying on business at Palmerston North or Wairoa, and in the case of fruit canned by Irvine and Stevenson's St. George Co., Ltd., and sold by any wholesaler carrying on business at Palmerston North, Hastings, Dargaville, or Hawera, the maximum price that may be charged or received shall be the appropriate price specified in the Schedule hereto increased as follows:—

In respect of 16 oz. containers } By 2d. per dozen.

In respect of 17 oz. containers } By 4d. per dozen.

In respect of 25 oz. containers } By 4d. per dozen.

In respect of 26 oz. containers } By 4d. per dozen.

In respect of 30 oz. containers } By 4d. per dozen.

In respect of 34 oz. containers } By 4d. per dozen.

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

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

(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: Provided that with respect to any quantity discount the amount allowed immediately prior to the coming into force of this Order may be reduced by an amount not exceeding one-quarter thereof.

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

Retailers' Prices

7. (1) The maximum price that may be charged or received by any retailer for any goods to which this Order applies shall be determined as follows:—

(a) In the case of fruit canned by J. Wattie Canneries, Ltd., and sold by a retailer in any area within which any wholesaler carrying on business at Auckland, Wellington, Christchurch, Dunedin, Invercargill, Timaru, Oamaru, Blenheim, Nelson, Picton, Motueka, Greymouth, Westport, Lyttelton, Bluff, Hamilton, Gisborne, New Plymouth, Wanganui, Napier, Palmerston North, Wairoa, Hastings, Dannevirke, Masterton, Hawera, or Hokitika 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) In the case of fruit canned by S. Kirkpatrick and Co., Ltd., or Thompson and Hills, Ltd., and sold by a retailer in any area within which any wholesaler carrying on business at Auckland, Wellington, Christchurch, Dunedin, Invercargill, Timaru, Oamaru, Blenheim, Picton, Motueka, Greymouth, Westport, Lyttelton, Bluff, Hamilton, Gisborne, Kaikoura, Takaka, Collingwood, Whangarei, New Plymouth, Tauranga, Wanganui, Napier, or Nelson normally undertakes the free delivery of goods to retailers, the maximum retail price shall be the appropriate maximum price specified in the Schedule hereto:

(c) In the case of fruit canned by Irvine and Stevenson's St. George Co., Ltd., and sold by a retailer in any area within which any wholesaler carrying on business at 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.

(2) The maximum price that may be charged or received for any goods to which this Order applies that are sold by a retailer in any area other than an area specified in subclause (1) hereof with respect to the firm by which the goods were canned shall be the appropriate maximum price specified in the Schedule hereto increased as follows:—

In respect of 16 oz. containers } By ½d.

In respect of 17 oz. containers } By 1d.

In respect of 25 oz. containers } By 1d.

In respect of 26 oz. containers } By 1d.

In respect of 30 oz. containers } By 1½d.

In respect of 34 oz. containers } By 1½d.

In respect of half-gallon (nominal) containers: By 1½d.

In respect of one gallon (nominal) containers: By 3d.

8. Notwithstanding anything in the foregoing provisions of this Order and subject to such conditions, if any, as it thinks fit, the Tribunal, on application by the canner, or by any wholesaler or retailer, may authorize special maximum prices in respect of any goods to which this Order applies where for any reason extraordinary charges (freight or otherwise) are incurred by the canner, wholesaler, or retailer. Any authority given by the Tribunal under this clause 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 canner, wholesaler, or retailer while the approval remains in force.

SCHEDULE

MAXIMUM BASIC PRICES TO WHICH THIS ORDER APPLIES

Size of Container.	Canner's and Wholesalers' Prices. Per Dozen.			Retailers' Prices. Each.		
	Peaches.	Apricots.	Pears.	Peaches.	Apricots.	Pears.
16 oz. containers	s. d. 15 3	s. d. 16 6	s. d. 14 0	s. d. 1 5½	s. d. 1 7	s. d. 1 4
17 oz. containers	15 10	17 0	14 7	1 6½	1 7½	1 5
25 oz. containers	20 6	21 0	18 10	1 11½	2 0	1 10
26 oz. containers	25 6	26 0	21 3	2 5½	2 6	2 0½
30 oz. containers	28 0	28 4	23 3	2 8½	2 8½	2 3
34 oz. containers	41 0	43 4	34 2	3 11	4 2	3 3½
Half-gallon (nominal) containers	73 9	77 6	61 6	7 0½	7 5	5 10½
One gallon (nominal) containers						

Dated at Wellington, this 5th day of May, 1948.

The Seal of the Price Tribunal was affixed hereto in the presence of—

[L.S.]

W. J. HUNTER (Judge), President.
P. N. HOLLOWAY, Member.