

rice Order No. 875 (*Tomato Purée and Tomatoes canned by J. Wattie Canneries, Ltd., or S. Kirkpatrick and Co., Ltd., or Thompson and Hills, Ltd., or Irvine and Stevenson's St. George Co., Ltd., or Swift (N.Z.) Co., Ltd., or V. A. Pool and Co., Ltd.*)

PURSUANT to the powers conferred on it by the Control of Prices Act, 1947, the Price Tribunal, acting with the authority of the Minister of Industries and Commerce, doth hereby make the following Price Order:—

PRELIMINARY

1. This Order may be cited as Price Order No. 875, and shall come into force on the 6th day of May, 1948.

2. (1) Price Orders Nos. 511*, 512†, 513‡, 514§, 515||, 740¶, 799**, 800††, and 801‡‡, are hereby revoked.

(2) The revocation of the said Orders shall not affect the liability of any person for any offence in relation thereto committed before the coming into force of this Order.

3. Unless the context otherwise requires, terms and expressions defined in the Control of Prices Act, 1947, when used in this Order, have the meanings severally assigned thereto by that Act.

APPLICATION OF THIS ORDER

4. This Order applies with respect to all tomato purée and all tomatoes whether whole or otherwise and whether peeled or otherwise, that are canned in New Zealand by J. Wattie Canneries, Ltd., or S. Kirkpatrick and Co., Ltd., or Thompson and Hills, Ltd., or Irvine and Stevenson's St. George Co., Ltd., or Swift (N.Z.) Co., Ltd., or V. A. Pool and Co., Ltd. (any of these companies in this Order being referred to as "the canner"), but does not apply to tomato purée or tomatoes canned by any other person.

FIXING MAXIMUM PRICES OF GOODS TO WHICH THIS ORDER APPLIES

Canners' Prices

5. (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 trade discount of 7½ per cent. thereof, and the price so calculated shall be further reduced by a discount of 2½ per cent. thereof where payment is made on or before the 20th day of the month following the month in which delivery is made to the wholesaler.

(3) The maximum price fixed as aforesaid is fixed subject to delivery terms as follows:—

(a) In the case of goods canned by J. Wattie Canneries, Ltd.—

(i) In respect of deliveries (whether made to a wholesaler or to any person on behalf of a wholesaler) to Auckland, Wellington, Napier, Hastings, Christchurch, Dunedin, or Invercargill, 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.

(ii) In respect of deliveries (whether made to a wholesaler or to any person on behalf of a wholesaler) to Greymouth, Westport, Lyttelton, Bluff, Hamilton, Gisborne, New Plymouth, Wanganui, Palmerston North, Wairoa, Masterton, Dannevirke, Hawera, Hokitika, Timaru, Oamaru, Blenheim, Nelson, Picton, or Motueka, the maximum prices fixed by the foregoing provisions of this clause are fixed as for delivery by the consignor on the same terms and conditions as to payment of charges on account of sea freight, marine insurance, and rail freight as existed immediately prior to the coming into force of this Order.

(b) In the case of goods canned by S. Kirkpatrick and Co., Ltd., or Thompson and Hills, Ltd.—

(i) 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, Picton, Motueka, Kaikoura, Takaka, or Collingwood, 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 canner 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 2½ per cent. provided for in the last preceding subclause.

(ii) In respect of deliveries (whether made to a wholesaler or to any person on behalf of a wholesaler) to Greymouth, Lyttelton, Bluff, Hamilton, Gisborne, Tauranga, Whangarei, New Plymouth, Westport, Wairoa, Wanganui, or Napier, the maximum prices fixed by the foregoing provisions of this clause are fixed as for delivery by the consignor on the same terms and conditions as to payment of charges on account of sea freight, marine insurance, and rail and road transport freight as existed immediately prior to the coming into force of this Order.

(c) In the case of goods canned by Irvine and Stevenson's St. George Co., Ltd.—

(i) In respect of deliveries (whether made to wholesaler or to any person on behalf of a wholesaler) to Auckland, Wellington, Palmerston North, Christchurch, Dunedin, Invercargill, Timaru, Oamaru, Blenheim, Picton, 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 canner 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 2½ per cent. provided for in the last preceding subclause.

(ii) 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.

(iii) 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 to be 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.

(d) In the case of goods canned by Swift (N.Z.) Co., Ltd.—

(i) In respect of deliveries (whether made to a wholesaler or to any person on behalf of a wholesaler) to Auckland, Wellington, Wairoa, Christchurch, Dunedin, or Invercargill, 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.

(ii) In respect of deliveries (whether made to a wholesaler or to any person on behalf of a wholesaler) to Greymouth, Westport, Lyttelton, Bluff, Hamilton, Gisborne, New Plymouth, Wanganui, Palmerston North, Napier, Hastings, Masterton, Dannevirke, Hawera, Hokitika, Timaru, Oamaru, Blenheim, Nelson, Picton, or Motueka, the maximum prices fixed by the foregoing provisions of this clause are fixed as for delivery by the consignor on the same terms and conditions as to payment of charges on account of sea freight, marine insurance, and rail freight as existed immediately prior to the coming into force of this Order.

(e) In the case of goods canned by V. A. Pool and Co., Ltd.—

(i) In respect of deliveries (whether made to a wholesaler or to any person on behalf of a wholesaler) to Auckland, Wellington, Christchurch, Dunedin, or Invercargill, 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.

(ii) In respect of deliveries (whether made to a wholesaler or to any person on behalf of a wholesaler) to Greymouth, Westport, Lyttelton, Bluff, Hamilton, Gisborne, New Plymouth, Wanganui, Palmerston North, Wairoa, Napier, Hastings, Masterton, Dannevirke, Hawera, Hokitika, Timaru, Oamaru, Blenheim, Nelson, Picton, or Motueka, the maximum prices fixed by the foregoing provisions of this clause are fixed as for delivery by the consignor on the same terms and conditions as to payment of charges on account of sea freight, marine insurance, and rail freight as existed immediately prior to the coming into force of this Order.

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.

* Gazette, 17th April, 1946, Vol. I, page 492.

† Gazette, 17th April, 1946, Vol. I, page 493.

‡ Gazette, 17th April, 1946, Vol. I, page 494.

§ Gazette, 17th April, 1946, Vol. I, page 495.

|| Gazette, 17th April, 1946, Vol. I, page 495.

¶ Gazette, 17th July, 1947, Vol. II, page 894.

** Gazette, 11th December, 1947, Vol. III, page 1895.

†† Gazette, 11th December, 1947, Vol. III, page 1895.

‡‡ Gazette, 11th December, 1947, Vol. III, page 1895.