

Price Order No. 922 (Jam Manufactured by J. Wattie Canneries, Ltd., S. Kirkpatrick and Co., Ltd., Thompson and Hills, Ltd., Irvine and Stevenson's St. George Co., Ltd., Whittome Stevenson and Co., Ltd., Central Otago Fruit Co., Ltd., H. J. Walton, Ltd., Plowmans (1944), Ltd., or Johnston's Proprietary, 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. 922, and shall come into force on the 30th day of August, 1948.
2. (1) Price Orders Nos. 307*, 308†, 309‡, 310§, 311||, 676¶, 677**, 730††, 752‡‡, 803§§, and 839||| 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. (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, or two dozen 16 oz. jars :

“ 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 Act, 1947, when used in this Order, have the meanings severally assigned thereto by that Act.

APPLICATION OF THIS ORDER

4. (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 with respect to all jam that is manufactured in New Zealand by J. Wattie Canneries, Ltd., S. Kirkpatrick and Co., Ltd., Thompson and Hills, Ltd., Irvine and Stevenson's St. George Co., Ltd., Whittome, Stevenson, and Co., Ltd., Central Otago Fruit Co., Ltd., H. J. Walton, Ltd., Plowmans (1944), Ltd., or Johnston's Proprietary, Ltd. (any of these companies in this Order being referred to as “ the manufacturer ”).

FIXING MAXIMUM PRICES OF JAM TO WHICH THIS ORDER APPLIES

Manufacturers' Prices

(1) Subject to the following provisions of this clause, the maximum price that may be charged or received by the manufacturer for any jam 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 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 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 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.

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

(a) In the case of jam manufactured by J. Wattie Canneries, Ltd., Plowmans (1944), Ltd., or Johnston's Proprietary, 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 prior to the coming into force of this Order.

(b) In the case of jam manufactured 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, Wairoa, 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, or Wairoa, the manufacturer 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 3 per cent. or 2½ per cent., as the case may be, provided for in paragraphs (a) and (b) of 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, 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 prior to the coming into force of this Order.

(c) In the case of jam manufactured 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 manufacturer 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 3 per cent. or 2½ per cent., as the case may be, provided for in paragraphs (a) and (b) of 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.

* Gazette, 1st February, 1945, Vol. I, page 99.
 † Gazette, 1st February, 1945, Vol. I, page 104.
 ‡ Gazette, 17th April, 1947, Vol. I, page 472.
 § Gazette, 11th December, 1947, Vol. III, page 1896.

† Gazette, 1st February, 1945, Vol. I, page 100.
 ‡ Gazette, 1st February, 1945, Vol. I, page 105.
 †† Gazette, 3rd July, 1947, Vol. II, page 826.
 ††† Gazette, 5th February, 1948, Vol. I, page 143.

‡ Gazette, 1st February, 1945, Vol. I, page 102.
 ¶ Gazette, 17th April, 1947, Vol. I, page 471.
 ††† Gazette, 28th August, 1947, Vol. II, page 1075.