

"Minimum quantity lots" means the minimum quantities of flour and wheatmeal which will be supplied at the New Zealand Wheat Board's list prices, but in no case exceeding 250 kilogrammes:

"Wheatmeal" includes wholemeal.

#### 5. NEW ZEALAND WHEAT BOARD'S AND AGENTS' SELLING PRICES

Subject to the following provisions of this order, the maximum prices that may be charged or received by the New Zealand Wheat Board or its agents at the approved points of sale for any flour or wheatmeal to which this order applies, which is sold in not less than minimum quantity lots, shall not exceed the sum of the following amounts (provided that the prices charged shall include only that part of the following amounts which relates to the quantity sold):

(a) The price for the pack concerned calculated at the following rates:

	Flour (other than wheatmeal) Per Tonne \$	Wheatmeal (other than stoneground) Per Tonne \$
Sacks or bulk .....	270	240
40 kg or 36 kg bags .....	283	253
20 kg bags .....	288	258
10 kg bags .....	298	268
5 kg bags .....	313	283

(These prices are for net weights, when packed, of flour or wheatmeal and are subject to 1½ percent discount for payment within 14 days of delivery.)

NOTE—Prices of stoneground wheatmeal are subject to special approvals under clause 8 of this order.

- (b) The flour levy.
- (c) The cost (if applicable) of sacks.
- (d) For areas where the terms of sale are "on rail":
- The amount (if incurred) of "excess railage":
  - Sorting, unloading, or tallying (if incurred) at the rate for the station concerned.
- (e) For areas where the terms of sale are "on wharf":
- Railage (if incurred) where the buyer is situated within 35 kilometres of the port:
  - Sorting or tallying (if incurred) at the rate for the port concerned.
- (f) Where the flour or wheatmeal is sold "ex New Zealand Wheat Board's or its agent's store":
- The amount of any cartage incurred for delivery from mill, wharf, or rail to a store of the New Zealand Wheat Board or its agent, provided the amount so included shall not exceed the amount of the charges that would have been incurred had delivery been effected at current transport rates:
  - Storage or through store charges at the approved rate for the area concerned.
- (g) Any transport charges beyond the New Zealand Wheat Board's point of sale, which are paid by the Board or its agent on behalf of the buyer:
- Provided that if the maximum price so calculated is not an exact number of cents, the maximum price shall be calculated to the nearest whole cent.

#### 6. WHOLESALE PRICES IN RESPECT OF SALES TO MANUFACTURERS AND RETAILERS

Subject to the following provisions of this order, the maximum prices that may be charged or received by any wholesaler for any flour or wheatmeal to which this order applies, shall not exceed the sum of the following amounts (provided that the prices charged shall include only that part of the following amounts which relates to the quantity sold):

- The cost to the wholesaler that would have been incurred had the wholesaler purchased the flour or wheatmeal from the New Zealand Wheat Board or its agents, less the 1½ percent early payment discount allowable by the New Zealand Wheat Board whether or not the discount is obtained.
- The flour levy.
- The cost (if applicable) of sacks.
- Charges actually incurred in obtaining delivery to wholesale store.

(e) An amount calculated as follows:

- for flour and wheatmeal which is delivered to manufacturing or retail premises without charge for delivery—

8 percent of the sum of the foregoing items (a) to (d):

- for flour and wheatmeal which is sold "ex wholesaler's store"—

5 percent of the sum of the foregoing items (a) to (d) plus any amount for transport charges which are paid by the wholesaler on behalf of the buyer:

Provided also that if the maximum price calculated in accordance with this clause is not an exact number of cents, the maximum price shall be calculated to the nearest whole cent:

Provided further that an additional sum may be added to the total so calculated to provide for any discount which is customarily deducted for payment within a specified time.

#### 7. RETAILERS' PRICES FOR FLOUR AND WHEATMEAL

(a) Subject to the following provisions of this order, the maximum prices that may be charged or received by any retailer for any flour or wheatmeal to which this order applies shall not exceed—

(i) In the case of flour or wheatmeal sold by a retailer in the package in which it was purchased, the sum of an amount not exceeding the into-store cost of the goods and a mark-up of 12½ percent applied to that cost.

(ii) In the case of flour or wheatmeal sold by a retailer other than in the same package in which it was purchased, the sum of the into-store cost of these goods and a mark-up of 33½ percent applied to that cost.

#### 8. SPECIAL PRICES

Notwithstanding anything in the foregoing provisions of this order, and subject to such conditions (if any) as he thinks fit, the Secretary on application by the New Zealand Wheat Board or by any agent, wholesaler or retailer, may authorise alterations in prices or percentage margins in respect of any flour or wheatmeal to which this order applies.

Any authority given by the Secretary under this clause may apply with respect to a specified lot, type, or consignment of flour or wheatmeal, or may relate generally to all flour or wheatmeal to which this order applies that is sold while the order remains in force.

Dated at Wellington this 14th day of February 1979.

D. J. GASSON,

Director, Stabilisation of Prices and Enforcement.

\*New Zealand Gazette, No. 5, 30 January 1978, p. 187

(T. and I.)

Decision No. 15/78

Decision of the Broadcasting Tribunal

IN the matter of the Broadcasting Act 1976, and in the matter of a complaint by Kevin Thomas McNamara, pursuant to section 67 (1) (b), and in the matter of a complaint by Duncan Alan Armstrong, pursuant to section 67 (1) (b).

WARRANT HOLDER: Broadcasting Corporation of New Zealand (Television One).

BEFORE THE BROADCASTING TRIBUNAL

B. H. Slane (Chairman), Lionel R. Sceats (Member), Janet C. Somerville (Member), G. R. Wear (Co-opted Member), G. R. Black (Co-opted Member).

Hearing: 28 November 1978 at Auckland.

DECISION

Both complaints concerned material in the programme "Good Day" broadcast on Television One on Friday, 7 July 1978, at 1 p.m.

Mr McNamara formally complained a few days later to the Broadcasting Corporation making two main points:

(1) The abortion procedure was shown as almost inconsequential.

(2) Statements by Dr Peter Morgan concerning the safety of the procedure were misleading and scientifically incorrect.

He also considered it a breach of the standards of good taste and decency.

Mr McNamara referred to the Tribunal finding (b) of the Corporation's decision considering it to be clearly contrary