

(iii) Commit any other breach going to the root of the contract then, upon the happening of any such events, the exhibitor may at his option—

- (1) Terminate this agreement; or
- (2) Suspend payments herein until such default or defaults shall cease and be remedied, and in the event of such suspension may reject such number of films as would otherwise have been screened by him during such period of default in addition to any other rights of rejection he may have hereunder.

(d) It is agreed that the exercise of any of the said remedies by the renter or the exhibitor shall be in addition to and without prejudice to any right or remedy of either against the other at law or in equity and/or otherwise provided for in this agreement.

Tender of Film

(26) In any circumstances arising in connection with the exercise by the renter of its remedies under this agreement where the formal tender to the exhibitor of any film may be necessary to the proper exercise of any such remedy a written offer to supply such individual film on the due date shall for that purpose be deemed a sufficient tender to the exhibitor of the film therein named. No such offer shall be effective unless it contains an intimation that it is intended as a formal tender of film for the purposes of this clause.

Arbitration

(27) If any question, difference, or dispute herein specifically referred to arbitration or any other question, difference, or dispute whatsoever shall arise between the parties hereto touching these presents, or any clause or thing herein contained or the construction of this agreement or as to any matter in any way connected with or rising thereout or the operation thereof or the rights, duties, or liabilities of either party in connection with the premises, then and in every such case either party to the dispute may, by notice in writing addressed to the Secretary of the Film Trade Board constituted under section 5 of the Act, have the dispute determined by a disputes committee in accordance with Part II of the Act. An appeal may be made against the decision of such a disputes committee on a point of law but in all other cases a committee's decision will be final and binding on both parties.

Venue

(28) This agreement shall be deemed to have been made at the renter's principal place of business in New Zealand and shall be governed by the laws of New Zealand.

Acceptance by Renter

(29) Until accepted in writing by the renter, its managing director, or manager, or other authorised agent on behalf of the renter, and notice of acceptance sent to the exhibitor, this agreement shall be deemed an application for a contract only and may be withdrawn by the exhibitor any time before such acceptance. Unless such notice is sent to the exhibitor within 28 days after the date of the exhibitor making such application, the said application shall be deemed to have been withdrawn. A copy of this application signed by the exhibitor shall be left with the exhibitor at the time of signing, and in the event of the acceptance thereof as above provided, a duplicate copy signed by the renter in manner aforesaid shall be forwarded to the exhibitor.

Interpretation of Terms

(30) (a) The words "the Act" mean the Cinematograph Films Act 1976;

(b) The word "film" means film as defined in the Act;

(c) The reference in this agreement to "the said theatre" shall, unless the context otherwise requires, mean the theatre of which the name is set out in the Schedule hereto, and where the names of two or more theatres are set out reference in this agreement to "the said theatre" shall, unless the context otherwise requires, mean such of the theatres so set out at which any film in question was or is to be or ought to be or ought to have been exhibited as the case may require.

(d) In this agreement, except where the context otherwise requires, words importing the singular number shall be deemed to include the plural number and vice versa, and words importing the masculine gender shall be deemed to include the feminine and neuter genders.

(e) This agreement has for convenience of reference been set out in paragraphs with suitable captions but such captions

shall not be read so as to indicate that all the provisions relating to any one subject are necessarily contained under the caption suggesting that subject.

Standard Form

(31) This standard form may not be varied so as to provide for any right of cancellation at the option of the renter other than for a breach coming within clause 25 hereof. Any addition hereto not inconsistent herewith shall be written or printed in Part C hereof, or in some separate document.

The Schedule

(32) The Schedule hereinbefore referred to.

Post Office Bonus Bonds Weekly Prize Draw No. 1, May 1979

PURSUANT to the Post Office Act 1959, notice is hereby given that the result of the weekly prize draw No. 1, for 5 May 1979, is as follows:

One prize of \$9,500: 074 518529

M. B. COUCH, Postmaster-General.

Price Order No. 126 (Queensland Navel Oranges)

PURSUANT to the Commerce Act 1975, I, Desmond James Gasson, pursuant to a delegation from the Secretary of Trade and Industry, hereby make the following price order:

1. This order may be cited as Price Order No. 126, and shall come into force on the 14th day of May 1979.

2. References in this order to metropolitan areas are references to the metropolitan areas described in the Schedule hereto.

APPLICATION OF THIS ORDER

3. This order applies with respect to all Queensland navel oranges sold by way of retail in New Zealand.

MAXIMUM RETAIL PRICES

4. (1) Subject to the provisions of this clause, the maximum price that may be charged or received by any retailer for any Queensland navel oranges shall be:

(a) When sold by a retailer carrying on business in any of the metropolitan areas of Auckland, Wellington, Christchurch, or Dunedin, or in any of the cities or boroughs of Whangarei, Hamilton, Tauranga, Rotorua, Gisborne, New Plymouth, Stratford, Hawera, Wanganui, Palmerston North, Napier, Hastings, Masterton, Blenheim, Nelson, Greymouth, Timaru, Westport, Oamaru, Balclutha, Gore, or Invercargill—
\$1.15 a kilogram.

(b) When sold by a retailer carrying on business elsewhere—
\$1.17 a kilogram.

(2) If in respect of any lot of oranges sold by a retailer the maximum price calculated in accordance with the foregoing provisions of this clause is not an exact number of cents, the maximum price of the lot may be computed to the nearest whole cent.

SPECIAL PRICES WHERE EXTRAORDINARY CHARGES INCURRED

5. Subject to such conditions, if any, as he thinks fit, the Secretary, on application by any retailer, may authorise special prices in respect of any Queensland navel oranges to which this order applies where special circumstances exist, or for any reason extraordinary charges (freight or otherwise) are incurred by the retailer. Any authority given by the Secretary under this clause may apply with respect to a specified lot or consignment of oranges or may relate generally to all Queensland navel oranges to which this order applies sold by the retailer while the approval remains in force.

DUTY IMPOSED ON RETAILERS

6. Every retailer who offers or exposes any Queensland navel oranges for sale in any shop shall keep in a prominent position in such proximity to the oranges to which it relates as to be obviously descriptive thereof, a ticket, placard, or label on which shall be stated in legible and prominent characters the following particulars:

- (a) The retail price per kilogram.
- (b) The words "Queensland navel".