

GOVERNMENT CIRCULAR

No. 11/50.

G.O. Reference No. F.C. No. 7/8.

SUPPLIES AND SERVICES.

THE IMPORTED DECIDUOUS FRUIT ORDER, 1950.

His Excellency the Lieutenant Governor has made the above styled Order, a copy of which is appended.

This Order introduces maximum prices for apricots, grapes, nectarines, peaches and plums grown outside the United Kingdom, the Channel Islands and the Isle of Man. The prices are shown in the Schedule given below.

Every retailer is required to keep displayed on his premises (or in the case of sales from a vehicle, stall or barrow, on such vehicle, stall or barrow) in a conspicuous position, and so as to be clearly legible by all customers throughout the whole time during which deciduous fruit is being offered or exposed for sale, a notice stating in plain words and figures the maximum retail price thereof for the time being in force under this Order.

The Order comes into force on the 16th January, 1950.

Copies of the Order may be obtained at Government Office or may be seen at any Police Station on application to the Officer in Charge, at the Douglas Public Library, the Douglas Town Hall and the Offices of all the Town and Village Commissioners.

Failure to comply with the terms of the Order renders a person liable to the penalties imposed by the Defence Regulations.

By Order,

J. N. PANES,

Government Secretary.

Government Office,

Isle of Man.

14th January, 1950.

Isle of Man to Wit.

BY HIS EXCELLENCY AIR VICE-MARSHAL SIR GEOFFREY RHODES
BROMET K.B.E., C.B., D.S.O., LIEUTENANT GOVERNOR OF THE
SAID ISLE, &c., &c., &c.

SUPPLIES AND SERVICES.

THE IMPORTED DECIDUOUS FRUIT ORDER, 1950.

I, the said Lieutenant Governor in exercise of the powers conferred upon me by Regulations 55, 55AA, and 98 of the Defence (General) Regulations (Isle of Man) 1939, as having effect by virtue of the Supplies and Services (Transitional Powers) (Isle of Man) Order in Council, 1946, as extended by the Supplies and Services (Extended Purposes) (Isle of Man) Order in Council, 1948 DO hereby make the following Order :—

1. In this Order:—

“Buy” includes offer or agree to buy and “sell” includes offer or agree to sell or expose for sale.

“Catering business” includes the business or undertaking of an inn, public house, hotel, restaurant, buffet, coffee stall or of any place of refreshment open to the public, or of any club, boarding house, refreshment contractor or canteen, and the expression “caterer” shall be construed accordingly.

“Deciduous fruit” means apricots, grapes, nectarines, peaches and plums, grown outside the United Kingdom, the Isle of Man, and the Channel Islands, including any such fruit which has been preserved by gas or cold storage or any other method of storage, but does not include (i) fruit which has been canned, or bottled or preserved otherwise than as aforesaid or (ii) frozen fruit.

“Manufacturer” means any person who for the purposes of his trade or business, other than a catering business, uses deciduous fruit in the composition, manufacture or preparation of any article.

“Price control period” means with respect to any description of deciduous fruit the period specified in Column 2 of Part 3 to the Schedule to this Order.

“Sale by retail” means any sale to a person buying otherwise than for the purpose of resale and includes any such sale to a person for the purposes of his catering business, but does not include a sale to a manufacturer for the purposes of his manufacturing business and the expression “retailer” shall be construed accordingly.

“Sale by wholesale” means any sale other than a sale by retail.

“Standard package” shall in respect of any description of deciduous fruit have the meaning assigned to it in Column 3 of Part 3 of the Schedule to this Order.

Restriction on sales to manufacturers.

2. Except under and in accordance with the terms of a licence granted for the purposes of this Order by or on behalf of the Governor, no person shall sell during the price control period any deciduous fruit to a manufacturer and no manufacturer shall buy deciduous fruit from any person.

Maximum prices; supply of containers.

3.—(1) During the price control period no person shall sell or buy any deciduous fruit at a price exceeding the maximum price applicable in accordance with the provisions of the Schedule to this Order.

(2) If deciduous fruit is delivered in the packages or containers in which it is imported into the United Kingdom or the Isle of Man, such packages or containers shall be deemed not to be returnable containers and no deposit charge shall be made in respect thereof.

Display of maximum retail prices.

4. During the price control periods every retailer shall keep displayed on his premises (or in the case of sales from a vehicle, stall or barrow, on such vehicle, stall or barrow), in a conspicuous position and so as to be clearly legible by all customers throughout the whole time during which deciduous fruit is being offered or exposed for sale, a notice stating in plain words and figures the maximum retail price thereof for the time being in force under this Order.

Keeping of records.

5.—(1) Every retailer shall keep or cause to be kept an accurate record of all purchases by him of deciduous fruit during the price control period, such record to include in respect of each purchase the date thereof and the name and address of the person from whom the deciduous fruit was purchased, the net weight of deciduous fruit purchased, the price paid and particulars of each and every addition to the maximum price (including any charge by way of deposit in respect of a returnable package or container) made in accordance with the provisions of this Order.

(2) The retention by any retailer of an invoice or of a copy of an invoice shall as respects the particulars mentioned in such document be a sufficient compliance by that person with the provisions of this Article.

(3) Every retailer shall retain the record of any transaction required to be kept pursuant to this Article for one year from the date of the transaction.

“5A.—(1) Every person who sells deciduous fruit otherwise than by retail shall keep or cause to be kept an accurate record of all purchases and sales by him of deciduous fruit otherwise than by retail; and such record shall include the following particulars of each purchase and sale—

- (i) the date of the purchase or sale;
- (ii) the name and address of the person from whom he purchased or to whom he sold the deciduous fruit;
- (iii) the net weight of deciduous fruit purchased or sold, or if purchased or sold in standard packages, the number and description of such packages; and
- (iv) particulars of each and every addition to the maximum price charged in accordance with the provisions of this Order, including any charge by way of deposit for a returnable package or container and particulars of the repayment or crediting of any such charge by way of deposit.

(2) Paragraph (1) of this Article shall apply only to purchases and sales made during the price control period.”

Sales otherwise than by weight.

6. No person shall sell or buy any deciduous fruit otherwise than by weight except—

- (a) on a sale by wholesale of any such fruit in standard packages; or
- (b) on a sale by retail of peaches, provided that the maximum price prescribed by this Order by reference to weight is not exceeded and that when so required by the buyer the seller shall weigh the fruit in the presence of the buyer.

Artificial transactions; unreasonable charges; mixing;

7.—(1) No person shall in connection with the sale or disposition or proposed sale or disposition of any deciduous fruit enter or offer to enter

into any artificial transaction or make or demand any unreasonable charge.

(2) During the price control period no person shall buy or sell any deciduous fruit mixed with any other article or with deciduous fruit of another description.

Exemption.

8. The provisions of this Order shall not apply to the sale of deciduous fruit as a meal or part of a meal served by a caterer in the course of his catering business.

Directions, authorisations and licences.

9.—(1) The provisions of this Order are subject to—

- (a) any directions which may at any time be given in relation to deciduous fruit by or on behalf of the Governor.
- (b) any licence or authorisation which may be granted under this Order by or on behalf of the Governor.

(2) Every person holding a licence or authorisation granted under this Order shall comply with every condition imposed by such licence or authorisation.

(3) Every licence or authorisation granted under this Order is and shall remain the property of the Governor, and the licensee or any person being in possession of any such licence or authorisation shall, if requested to do so by or on behalf of the Governor, produce or deliver it to such person or to a person of such class or description and within such time as may be specified in the request.

Infringements.

10. Infringements of this Order are offences against the Defence (General) Regulations (Isle of Man), 1939.

Commencement and title.

11. This Order shall come into force on the 16th day of January 1950, and may be cited as the Imported Deciduous Fruit Order, 1950.

GIVEN under my hand this 14th day of January, 1950.

G. R. BROMET,

Lieutenant Governor.

THE SCHEDULE.

PART I.

Provisions relating to Maximum Prices of Deciduous Fruit on a Sale by Wholesale.

1. The maximum price shall, subject as hereafter provided in this Part of this Schedule, be the appropriate price specified in the Table of Maximum Prices set out in Part 3 of this Schedule.

2. The maximum price includes all costs in respect of packing and packages or containers and no additional charge whether by way of deposit or otherwise may be made in respect thereof.

3.—(1) Where at the request of the buyer delivery is given by the seller otherwise than at the seller's premises the maximum price may be increased by the amount of any costs and charges reasonably paid or

incurred by the seller in respect of the transport of the deciduous fruit from the seller's premises to the place at which delivery is given:

Provided that where such transport is effected in vehicles in the ownership or under the control of the seller the maximum amount of such further addition shall be a sum at the rate of 1d. per package of peaches or nectarines or 1½d. per package of grapes, plums or apricots, whichever is the greater.

(2) Save as provided in this paragraph no additional charge shall be made in respect of transport or delivery.

(3) For the purposes of this paragraph "seller's premises" means the last place at which the deciduous fruit is stored or kept on behalf of the seller before delivery or despatch to the buyer.

PART II.

Provisions relating to Maximum Prices of Deciduous Fruit on a Sale by Retail.

1. The maximum price shall, subject as hereafter provided in this Part of this Schedule be the appropriate price specified in the Table of Maximum Prices set out in Part 3 of this Schedule.

2.—(1) The maximum price includes all costs in respect of packing and of packages or containers and no additional charge, whether by way of deposit or otherwise, may be made in respect thereof excepting only any charge made under sub-paragraph (2) of this paragraph.

(2) In any case where the seller has available and offers to the buyer without additional charge a container adequate for the purpose of the convenient carrying away by the buyer of the deciduous fruit purchased, and the buyer expressly requests to be supplied (either instead of or in addition to such container), with a carrier bag or other container, being a container of more than adequate size or durability for that purpose and of a description which would not ordinarily be supplied with the deciduous fruit unless separately purchased for an additional sum, a reasonable charge may be made by the seller for the supply of such carrier bag or other container.

3. Where the maximum price calculated in accordance with the provisions of this part of this Schedule includes any fraction of a farthing such fraction shall be regarded as one farthing.

PART III.
TABLE OF MAXIMUM PRICES.

Col. 1.	Col. 2.	Col. 3.	Col. 4.	Col. 5.
Description of fruit.	Price Control period (both dates inclusive)	Package	Maximum Price on a sale by wholesale	Maximum Retail Price
Peaches and Nectarines	From 16th January to 22nd April	Standard package A, i.e. package containing less than 5½ lbs. but not less than 5 lbs. net weight of fruit	s. d. 14 0 per package	} Rate per lb. net. s. d. 4 0
		Standard package B, i.e. package containing less than 6 lbs. but not less than 5½ lbs. net weight of fruit	15 0 per package	
Apricots	From 16th January to 22nd April	Standard package i.e. package containing less than 12 lbs. but not less than 11 lbs. net weight of fruit	23 6 per package	2 9
Plums	From 16th January to 20th May	Standard package i.e. package containing less than 14 lbs. but not less than 13 lbs. net weight of fruit	18 6 per package	1 10
Grapes	From 16th January to 29th July	Standard package i.e. package containing less than 11 lbs. but not less than 10 lbs. net weight of fruit	21 0 per package	2 9