



THE
NEW ZEALAND GAZETTE
 EXTRAORDINARY.

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WELLINGTON, TUESDAY, MARCH 4, 1919.

Purchase of Cheese by the Government.

WHEREAS for the maintenance of His Majesty's Forces and for other purposes it is necessary that His Majesty's Government of the United Kingdom should acquire the whole of the cheese manufactured in New Zealand during the period hereinafter specified, saving only such supplies as may be required for local consumption: And whereas arrangements have been made whereby the Government of New Zealand will acquire on behalf of His Majesty's said Government the supplies of cheese so required:

Now, therefore, it is hereby publicly notified as follows for the information of cheese-manufacturers and of all others concerned:—

1. The New Zealand Government (hereinafter referred to as "the Government") is prepared to purchase from the manufacturers, for and on behalf of His Majesty's Government of the United Kingdom, the whole of the exportable surplus of factory or dairy cheese manufactured in New Zealand during the period commencing on the 1st day of July, 1918, and ending on the 1st day of July, 1920, at the prices and on the terms and conditions hereinafter set forth.

2. The price to be paid by the Government is in the case of first-grade full-cream factory cheese 10 $\frac{3}{4}$ d. per pound, and in the case of second-grade factory cheese 10 $\frac{1}{2}$ d. per pound, and in the case of third-grade factory cheese 10d. per pound, delivered free on board ocean steamer at a customary grading port for direct carriage to the United Kingdom. The prices to be paid for dairy cheese are 9 $\frac{1}{4}$ d. per pound for first grade and 8 $\frac{3}{4}$ d. per pound for second grade, delivered free on board ocean steamer as aforesaid.

3. The cheese shall before shipment be examined and graded in a Government grading-store in accordance with the usual course of trade, and may be rejected as not being of good merchantable quality and condition, or as not in conformity with the terms and conditions of the contract in other respects. The cheese shall be held in stores approved by the Director of the Dairy Division of the Department of Agriculture, and at such temperatures as shall be directed by that officer.

4. The cheese shall be shipped in good and merchantable condition at a customary grading port on board ocean steamer for direct carriage to the United Kingdom, and shall be consigned to His Majesty's Government in the name of the Butter and Cheese Imports Committee, London, or in such other manner as the Controller of the Department of Imperial Government Supplies at Wellington (hereinafter referred to as the "Controller") may from time to time direct: Provided that in any case the Government may permit cheese to be shipped at a customary grading port for carriage to and transhipment at another customary grading port on through bills of lading.

5. The bills of lading, specifications, and grade-notes for all cheese so shipped shall be delivered by the shipper to the Controller.

6. In respect of all loss or damage from fire or other cause whatsoever the cheese shall be at the risk of the seller until it has been shipped in manner aforesaid.

7. All cheese so shipped and consigned to His Majesty's Government shall become the property of and be at the risk of His Majesty upon shipment as aforesaid, and shall be paid for as soon as the bills of lading, specifications, and grade-notes have been delivered to the Controller; and a contract of sale and purchase on the terms and conditions herein set forth shall be deemed to be constituted by such shipment and consignment.

8. All cheese is to be properly packed by the seller with scale boards in new export crates of thoroughly seasoned, dressed, white-pine timber, properly secured; each crate to contain two cheeses of the usual export size, with dividing-boards not less than three-quarters of an inch thick between the cheeses, the crate-ends to be bound with wire or hoop iron, and the battens to be double-nailed to the dividing-boards.

9. The crates are to be branded in such manner as may be directed by the Director of the Dairy-produce Division of the Department of Agriculture.

10. Cheese is to be white or coloured as the said Director may from time to time direct, but in default of any such directions the cheese may be white or coloured as the manufacturer thinks fit.

11. Cheese is to be free from any adulteration whatever, and shall be manufactured not less than fourteen days before packing.

12. The crates shall be marked with the actual cheese-weights, which shall be checked by the Government Grader, and payment shall be made on the Grader's weights less $2\frac{1}{2}$ per cent. for shrinkage.

13. No cheese will be purchased by the Government except from the manufacturer thereof.

14. (a.) If by reason of shipping-space being insufficient or for any other reason it is impossible for the manufacturer of any cheese to effect shipment thereof in accordance with the foregoing provisions within fourteen days after the receipt thereof in a Government grading-store, the Government will, on demand, make to the manufacturer an advance equal to 90 per cent. of the value of that cheese on the terms and conditions following.

(b.) Such advance shall be repayable on demand, and shall bear no interest.

(c.) Such advance shall be secured by the delivery to the Government of the store-warrants for the cheese in respect of which it is made.

(d.) No such advance shall be made except on the certificate of the Government Grader that the cheese is fit for purchase by the Government in accordance with the foregoing provisions.

(e.) No such advance shall be made until and unless the Controller is satisfied that the cheese is covered by insurance against fire to the full extent of the advance in the name of the Crown.

(f.) Every manufacturer who accepts any such advance shall at all times prior to shipment of the cheese in manner aforesaid keep the same duly insured against fire to the full extent of the advance in the name of the Crown and to the satisfaction of the Controller.

(g.) The acceptance of any such advance shall be deemed to constitute a contract between the Government and the manufacturer for the purchase and sale of the cheese in accordance with the foregoing provisions and for its shipment in manner aforesaid as soon as possible, but the cheese shall remain the property of the manufacturer and at his risk in all respects until shipment of the cheese by him in accordance with the contract.

(h.) The foregoing provisions as to advances shall extend and apply to cheese which is already in a Government grading-store at the date of these presents, and the period of fourteen days shall run from the day on which such cheese was received into the store.

15. The Government will refund to each seller in respect of the whole of the cheese supplied by him to the Government under the foregoing provisions the total storage charges incurred by that seller for the storage of that cheese in a Government grading store, whether before or after the date of these presents, so far as such total may exceed the aggregate storage charges which would have been incurred by that seller had the whole of that cheese remained in a Government grading store for two calendar months: Provided, however, that for the purpose of this clause all storage charges in respect of any store shall be computed at a rate not exceeding the rate current in respect of that store on the 1st day of January, 1918, save that in the case of new or altered stores the maximum rate shall be such as the Government thinks reasonable having regard to the rate current in the case of other stores on the said 1st day of January, 1918. The determination of the Controller as to the storage to be refunded by the Government under this clause shall be final and conclusive.

16. The determination of the Government as to the extent of the exportable surplus of cheese, and as to the inclusion of any cheese as part of that exportable surplus, shall for the purpose of these presents be final and conclusive.

17. All cheese manufactured in New Zealand since the 1st day of July, 1918, and already sold to the Government for the use of His Majesty's Government of the United Kingdom before the date of these presents, shall be deemed to have been sold under the provisions of the scheme herein set forth, and all the foregoing provisions shall apply accordingly.

18. In all of the matters aforesaid the Controller will act on behalf of the Government.

19. If such supplies of cheese as the Government deems adequate for the necessities of His Majesty's Government are at any time not obtained by way of contract of purchase and sale in accordance with the foregoing provisions, the necessary supplies will thereupon be obtained by seizure or requisition in pursuance of the powers conferred by the Regulation of Trade and Commerce Act, 1914, or otherwise, as the case may require.

Dated this 1st day of March, 1919.

D. H. GUTHRIE,
Acting Minister in Charge,
Department of Imperial Government Supplies.

