

(ii) If in any sample of one hundred potatoes taken at random from any lot sold for delivery during the month of January, 1946, more than 15 per cent. by number of the sample can be passed through a square of which the sides have an inside measurement of 1½ in., all the potatoes in the lot from which the sample is taken shall be deemed to be under-grade :

(iii) If in any sample of one hundred potatoes taken at random from any lot sold for delivery during the month of February, 1946, more than 15 per cent. by number of the sample can be passed through a square of which the sides have an inside measurement of 1½ in., all the potatoes in the lot from which the sample is taken shall be deemed to be under-grade :

(b) *Rule as to Quality*—

If in any lot of potatoes more than 3 per cent. by weight of the lot is affected by disease, damage, or other defect, or if the lot is not reasonably free from earth, all the potatoes in the lot shall be deemed to be under-grade :

(c) *Rule as to Branding of Sacks or other Containers*—

Sacks or other containers containing first-grade potatoes shall be legibly branded or tagged with the words "First Grade," and potatoes in sacks or other containers not so branded or tagged shall be deemed to be under-grade :

(d) Potatoes that are not under-grade in accordance with paragraph (a) or paragraph (b) or paragraph (c) hereof shall be deemed to be first-grade potatoes.

APPLICATION OF THIS ORDER

7. (1) This Order applies with respect to all potatoes grown in New Zealand that, being the produce of seed potatoes planted after the 31st day of March, 1945, are sold for delivery after the coming into force of this Order and on or before the 28th day of February, 1946, by any grower, distributor, wholesaler, or retailer.

(2) In any proceedings for a breach of this Order in respect of the sale of any potatoes, those potatoes shall, unless the defendant proves the contrary, be deemed to have been within the application of this Order at the time of sale if they were sold as or were represented by the vendor to be new potatoes.

FIXING PRICES OF POTATOES THAT ARE SUBJECT TO THIS ORDER

Growers' Prices

8. (1) Subject to the following provisions of this clause, the maximum price that may be charged or received by any grower for any potatoes to which this Order applies shall be determined as follows :—

(a) For potatoes grown in the North Island or for potatoes grown in the Nelson Provincial District (excluding the Buller, Grey, and Inangahua Counties) and sold for delivery in that district or in the North Island—

Period (both Dates inclusive) within which Delivery to be made.	Maximum Price per Ton.			
	First Grade.		Under-grade.	
	£	s. d.	£	s. d.
1st December, 1945, to 31st December, 1945	14	0 0	12	10 0
1st January, 1946, to 31st January, 1946 . .	12	0 0	10	10 0
1st February, 1946, to 28th February, 1946	11	0 0	10	0 0

(b) For any other potatoes to which this clause applies—

Period (both Dates inclusive) within which Delivery to be made.	Maximum Price per Ton.			
	First Grade.		Under-grade.	
	£	s. d.	£	s. d.
1st December, 1945, to 31st December, 1945	35	0 0	31	0 0
1st January, 1946, to 15th January, 1946	30	0 0	26	0 0
16th January, 1946, to 31st January, 1946	25	0 0	22	0 0
1st February, 1946, to 14th February, 1946	20	0 0	18	0 0
15th February, 1946, to 28th February, 1946	15	0 0	13	0 0

(2) The growers' prices fixed as aforesaid are fixed in respect of sales f.o.r.s.i.—

(a) The railway-station at Christchurch in the case of potatoes grown in the Nelson Provincial District and sold for delivery elsewhere than in that district or in the North Island ; or

(b) The grower's railway-station (being the railway-station nearest or most convenient of access to the grower's premises) in the case of any potatoes to which the last preceding paragraph does not apply.

(3) Where any potatoes to which this Order applies are delivered by a grower otherwise than f.o.r.s.i. the appropriate railway-station (as determined in accordance with the last preceding subclause) the price that may be charged by the grower shall be the appropriate price in terms of the foregoing provisions of this clause, increased by the amount of the charges (if any) incurred by him in effecting delivery, and then reduced by the amount of the charges that would have been incurred by him if he had delivered the potatoes f.o.r.s.i. the appropriate railway-station determined as aforesaid.

Distributors' Prices

9. Subject to the provisions of the next succeeding clause, the maximum price that may be charged or received by any distributor for any potatoes to which this Order applies shall be the sum of the following amounts :—

- (a) The price actually paid or payable to the grower by the same or any other distributor :
- (b) Any disbursements (other than brokerage) actually incurred and paid by the same or any other distributor by way of grading, transport, or other charges :
- (c) An amount computed at the rate of 30s. a ton when the price paid to the grower is £20 a ton or more, or computed at the rate of 20s. a ton when the price paid to the grower is less than £20 a ton.

10. Where any wholesaler who does not normally carry on business as a distributor sells any potatoes to another wholesaler (thus becoming a distributor in respect of that transaction) the price to be charged by the vendor may exceed the maximum price determined in accordance with the last preceding clause by such amount as may be mutually agreed to by the parties to the transaction : Provided that in any such case the maximum price that may be charged by the purchasing wholesaler in accordance with the next succeeding clause shall be determined as if he had bought those potatoes at the price paid by the wholesaler from whom he bought them.

Wholesalers' Prices

11. The maximum price that may be charged or received by any wholesaler for any potatoes to which this Order applies that are sold by him to a retailer for purposes of retail sale shall be the sum of the following amounts :—

- (a) The price actually paid or payable by the wholesaler to the grower or any other person :
- (b) An amount (not exceeding 2s. 6d. a ton) in respect of any potatoes actually received into and delivered from the wholesaler's store, together with any transport or other charges actually paid by the wholesaler :
- (c) An amount equal to 2½ per cent. of the sum of the amounts specified in paragraphs (a) and (b) hereof (to cover the estimated loss due to shrinkage and other natural causes) :
- (d) Whichever of the following amounts is appropriate in the circumstances of the case, namely :—

(i) When the sum of the amounts specified in paragraphs (a), (b), and (c) of this clause is less than an average of £19 a ton, an amount computed at the rate of 20s. a ton for lots of ½ ton or more, and computed at the rate of 30s. a ton for lots of less than ½ ton ; or

(ii) When the sum of the amounts specified in paragraphs (a), (b), and (c) of this clause is an average of £19 a ton or more, an amount computed at the rate of 30s. a ton for lots of ½ ton or more, and computed at the rate of 40s. a ton for lots of less than ½ ton.

Computation of Distributors' and Wholesalers' Prices by Reference to Average Prices

12. In computing the maximum price that may be charged by any distributor or by any wholesaler for potatoes that have been acquired by him in different lots at different prices, the appropriate maximum price may, with the general or special approval of the Tribunal, and subject to any conditions that may be imposed by the Tribunal, be computed by reference to the average of the several prices paid for such potatoes.

Distributors and other Wholesalers to specify Grades of Potatoes on Relevant Invoices

13. (1) Every distributor or other wholesaler who sells any potatoes to which this Order applies shall specify in the relevant invoice, with respect to each item, the grade of the potatoes comprised in the item.

(2) For the purpose of this clause the term " grade " with respect to any lot of potatoes means, as the case may require, " first grade " or " under-grade."

Retailers' Prices

14. (1) Subject to the provisions of subclauses (3) and (4) of this clause and to the provisions of clause 15 hereof, the maximum price that may be charged or received by any retailer for any potatoes to which this Order applies shall be the sum of the following amounts :—

- (a) The price actually paid or payable by the retailer for the potatoes :
- (b) Any transport or other charges actually paid or payable by the retailer :
- (c) An amount equal to 33½ per cent. of the sum of the amounts specified in paragraphs (a) and (b) hereof.

(2) The retail price of any potatoes, computed in accordance with the last preceding subclause, shall be calculated by reference to the prices and weights disclosed in the appropriate invoices.

(3) Notwithstanding anything to the contrary in the foregoing provisions of this clause, the retail price of potatoes shall not in any case exceed—

For Potatoes sold (by Retail) in the North Island (exclusive of the Provincial District of Auckland)

Period (both Dates inclusive) within which Retail Sale is made.	Maximum Retail Price per Pound.	
	First Grade.	Under-grade.
	s. d.	s. d.
1st December, 1945, to 6th January, 1946	0 3	0 2½
7th January, 1946, to 28th February, 1946	0 2½	0 2