

(a) For Sutton's Supreme, King Edward, Sebago, Katahdin, or Chippewa potatoes grown in the South Island and sold for delivery in the months of March to June 1955 and thereafter pending the issue of any amending Price Order.

Price per Ton f.o.b.s.e. a Port in the South Island.		
Good Table. (Actual Price.)	f.a.q. (Actual Price.)	Under-grade. (Maximum Price.)
£ s. d. 17 10 0	£ s. d. 16 0 0	£ s. d. 14 0 0

(b) For Red Dakota potatoes grown in the South Island and sold for delivery in the months of March to June 1955 and thereafter pending the issue of any amending Price Order.

Price per Ton f.o.b.s.e. a Port in the South Island.		
Good Table. (Actual Price.)	f.a.q. (Actual Price.)	Under-grade. (Maximum Price.)
£ s. d. 17 5 0	£ s. d. 15 15 0	£ s. d. 13 15 0

(c) For any other variety of potatoes grown in the South Island and sold for delivery in the months of March to June 1955 and thereafter pending the issue of any amending Price Order.

Price per Ton f.o.b.s.e. a Port in the South Island.		
Good Table. (Actual Price.)	f.a.q. (Actual Price.)	Under-grade. (Maximum Price.)
£ s. d. 16 5 0	£ s. d. 14 15 0	£ s. d. 12 15 0

(d) For potatoes grown in the counties of Collingwood, Takaka, Waimea, and Murchison the authorized prices operative in the remainder of the South Island may be increased by 10s. per ton.

(e) For potatoes grown in the North Island and sold for delivery in the months of March to June 1955 and thereafter pending the issue of any amending Price Order.

Price per Ton f.o.r.s.e. the Grower's Station.		
Good Table. (Actual Price.)	f.a.q. (Actual Price.)	Under-grade. (Maximum Price.)
£ s. d. 19 10 0	£ s. d. 18 0 0	£ s. d. 16 0 0

(2) Where any potatoes grown in the South Island are delivered by a grower otherwise than f.o.b.s.e. a port in the South Island 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.b.s.e. a port in the South Island.

(3) Where any potatoes grown in the North Island are delivered by a grower otherwise than f.o.r.s.e. the grower's station, 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.e. the grower's station.

(4) Notwithstanding anything in the foregoing provisions of this clause, where any extraordinary charges beyond the control of the grower are reasonably incurred by him in or in the course of delivering any potatoes at the place specified in any contract as the place of delivery, the amount of such charges may, with the approval of the Tribunal, be added to the price to be paid to the grower for those potatoes.

Distributors' Prices

12. (1) Subject to the provisions of the next succeeding clause, the maximum price that may be charged or received by any distributor for any potatoes other than imported potatoes shall not exceed the sum of the following amounts:

- The price actually paid or payable to the grower by the same or any other distributor for the potatoes, but not exceeding in any case the appropriate price set out in clause 11 of this Order.
- The price actually paid or payable to the grower by the same or any other distributor for the sacks, but not exceeding in any case the appropriate price set out in clause 7 of this Order.
- The sum of 4s. 2d. per ton to cover any grading and branding charges where actually incurred by the same or any other distributor.
- The sum of 11s. 6d. a ton to cover transport, or other charges that may be incurred by the same or any other distributor.
- Any disbursements actually incurred and paid by the same or any other distributor by way of brokerage but not exceeding in the aggregate 2s. 6d. a ton.
- An amount computed at the rate of 15s. a ton.

(2) Subject to the provisions of the next succeeding clause, the maximum price that may be charged or received by any distributor for any potatoes imported into New Zealand by the distributor or any other person shall not exceed the sum of the following amounts:—

- The landed cost of the potatoes to the importer at the port of discharge:
- Any disbursements actually incurred and paid by the same or any other distributor by way of brokerage in New Zealand (not exceeding in the aggregate 2s. 6d. a ton) together with any grading, transport, or other charges incurred in New Zealand and actually paid by the same or any other distributor:
- An amount computed at the rate of 15s. a ton.

13. 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

14. (1) Subject to the provisions of clause 13 hereof, the maximum price that may be charged or received by any wholesaler for any potatoes other than imported potatoes and sold by him to a retailer for purposes of retail sale shall not exceed the sum of the following amounts:

- The price actually paid or payable by the wholesaler to the grower or any other person for the potatoes, but not exceeding in any case the appropriate price set out in clause 11 or fixed by the provisions of clause 12 of this Order whichever is applicable.
- The price actually paid or payable by the wholesaler to the grower or any other person for the sacks, but not exceeding in any case the appropriate price set out in clause 7 of this Order.
- An amount (not exceeding 5s. 4d. a ton) in respect of any potatoes actually received into and delivered from the wholesaler's store, together with any grading, transport, or other charges actually paid by the wholesaler:
- 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), and, in the case of potatoes that have been actually received into the wholesaler's store, a further amount equal to 1¼ per cent of the aforesaid sum:
- An amount computed at the rate of £1 17s. 6d. a ton for lots of less than a half-ton, and at the rate of £1 10s. a ton in all other cases.

(2) Subject to the provisions of clause 13 hereof, the maximum price that may be charged or received by any wholesaler for any potatoes imported into New Zealand by the wholesaler or any other person and sold by the wholesaler to a retailer for purposes of retail sale shall not exceed the sum of the following amounts:—

- The price actually paid or payable by the wholesaler:
- An amount (not exceeding 5s. 4d. a ton) in respect of any potatoes actually received into and delivered from the wholesaler's store, together with any grading, transport, or other charges incurred in New Zealand and actually paid by the wholesaler:
- In respect of potatoes that have been actually received into the wholesaler's store, an amount equal to 1¼ per cent of the sum of the amounts specified in paragraphs (a) and (b) hereof:
- An amount computed at the rate of £1 17s. 6d. a ton for lots of less than a half-ton, and at the rate of £1 10s. a ton in all other cases.

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

15. 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 Weights and Grades of Potatoes on Relevant Invoices

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

(2) For the purposes of this clause the term "grade" with respect to any lot of potatoes means, as the case may require, "good table" or "f.a.q." or "under-grade."

(3) Where no grade is specified in any invoice, the potatoes referred to in the invoice, shall, for the purpose of this order be deemed to be "under-grade."

Retailers' Prices

17. (1) Subject to the following provisions of this clause, the maximum price inclusive of the container that may be charged or received by any retailer for any potatoes to which this Order applies, shall not exceed the sum of the following amounts:—

- The price actually paid or payable by the retailer for the potatoes, but not exceeding the appropriate price fixed by the foregoing provisions of this Order.
- Any grading, transport, or other charges actually paid or payable by the retailer:
- 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, but subject to the provisions of subclauses (4) and (5) hereof, the retail price of potatoes inclusive of the container to which this Order applies shall not in any case exceed the appropriate price set out in the Schedule hereto.