

Price Order No. 617 (Paint)

PURSUANT to the powers conferred on it by the Control of Prices Emergency Regulations 1939,* the Price Tribunal, acting with the authority of the Minister of Industries and Commerce, doth hereby make the following Price Order:—

PRELIMINARY

1. This Order may be cited as Price Order No. 617, and shall come into force on the 21st day of October, 1946.
2. (1) The Price Orders specified in the First Schedule hereto are hereby revoked.
- (2) The revocation of the said Orders shall not affect the liability of any person for any offence in relation thereto committed before the coming into force of this Order.
3. In this Order—

“First quality”, in relation to finishing paint, means paint which conforms with the New Zealand Standard Specification (No. N.Z.S.S. E. 229) entitled “New Zealand Standard Specification for Ready-mixed Paint for Finishing Coats for Woodwork (White and Light Tints),” issued by the New Zealand Standards Institute under the authority of the Minister of Industries and Commerce.

APPLICATION OF THIS ORDER

4. This Order applies only with respect to the kinds of paint specified in the Second Schedule hereto manufactured by or for any of the following firms or sold under any of the following brands, that is to say:—

Name of Firm.	Brands.
Pinchin, Johnson, and Co. (New Zealand), Ltd.	Omega, Minerva, Onyx.
Taubmans	Service, Solpah, Pagoda.
N.Z. Paint and Varnish Co., Ltd.	Victor.
Farmers' Trading Co., Ltd.	Westminster.
British Australian Lead Manufacturers (New Zealand), Ltd.	B.A.L.M.
Phillipps and Impey, Ltd.	Samson, Trafalgar.
Wilkinson, Heywood, and Clark	Bell, Falcon.
Best Paints, Ltd.	Crescent, Lamaco, Petrifax, Kiwi, Overall, Glasaline, Verona, Ajax, Oates.
International Paints of New Zealand, Ltd.	International, Majora, Artona, Lagoline, Galvo, Duralene.
Austral Super Paints, Ltd. }	Anvil, Steelite.
Smith and Smith, Ltd. }	
Nelson Paint Co., Ltd.	Nelson, Derust.
William Docker	Impenetrable, Sun.
British Imperial Paints, Ltd.	B.I.P.
Hill and Plummer, Ltd.	Crown.
R. and E. Tingey and Co., Ltd.	Excelsior, Villa, Roofox, Silver Fern.
Lewis Berger and Sons (N.Z.), Ltd.	B.P. and S.W.P., B.F., Berger and S.W., Hi-Ferroc and S.W., Staygrene, Genoa, Bergloss, and Duroglos.

FIXING MAXIMUM RETAIL PRICES OF PAINT TO WHICH THIS ORDER APPLIES

5. (1) Subject to the following provisions of this clause, the maximum price that may be charged or received by any retailer for any paint to which this Order applies shall be the appropriate price fixed in the Second Schedule hereto.
- (2) (a) With respect to paint manufactured by the Nelson Paint Co., Ltd., the prices fixed by subclause (1) hereof apply with respect to paint sold anywhere in New Zealand.
- (b) With respect to paint manufactured by Austral Super Paints, Ltd., for Smith and Smith, Ltd., the prices fixed by subclause (1) hereof apply with respect to paint sold in any of the cities or boroughs of Auckland, Wellington, Christchurch, Dunedin, Invercargill, Whangarei, Hamilton, Napier, Hastings, Wanganui, Palmerston North, Lower Hutt, Petone, Nelson, Greymouth, or Timaru.
- (c) With respect to paint manufactured by British Australian Lead Manufacturers (New Zealand), Ltd., the prices fixed by subclause (1) hereof apply with respect to paint sold in any of the cities of Auckland, Wellington, Christchurch, or Dunedin.
- (d) With respect to paint manufactured by N.Z. Paint and Varnish Co., Ltd., the prices fixed by subclause (1) hereof apply with respect to paint sold in the City of Palmerston North or in the boroughs of Napier or Hastings.
- (e) With respect to paint manufactured by Pinchin, Johnson, and Co. (New Zealand), Ltd., Best Paints, Ltd., International Paints of New Zealand, Ltd., and Lewis Berger and Sons (N.Z.), Ltd., and with respect to paint manufactured for Taubmans, Wilkinson, Heywood, and Clark, William Docker, and R. and E. Tingey and Co., Ltd., the prices fixed by subclause (1) hereof apply with respect to paint sold in the cities of Auckland or Wellington.
- (f) With respect to paint manufactured by Phillipps and Impey, Ltd., and British Imperial Paints, Ltd., and with respect to paint manufactured for The Farmers' Trading Co., Ltd., and for Hill and Plummer, Ltd., the prices fixed by subclause (1) hereof apply with respect to paint sold in the City of Auckland.
- (3) The maximum price that may be charged or received by any retailer for any paint to which this Order applies sold elsewhere than in one of the respective places mentioned with respect to that paint in subclause (2) hereof shall be the appropriate price fixed in the Second Schedule hereto increased by a proportionate part of any transport or other charges actually and reasonably incurred by the retailer in obtaining delivery into his store: Provided that the amount added in respect of such charges shall not in any case exceed 1s. per gallon.
- (4) If in respect of any lot of paint sold by a retailer the maximum price calculated in accordance with the foregoing provisions of this clause is not an exact number of pence or half-pence, the maximum price of the lot shall be computed to the nearest upward halfpenny.
6. The maximum prices fixed in the Second Schedule hereto for first-quality finishing paint (white, cream, and tints) apply only with respect to first-quality paint as defined in clause 3 hereof. Any finishing paint that is not first-quality shall, for the purposes of this Order, be deemed to be second-quality paint, and the maximum prices fixed in the said Schedule for second-quality finishing paint shall apply unless on application duly made to the Tribunal a special price has been approved therefor.

SPECIAL PRICES WHERE EXTRAORDINARY CHARGES INCURRED

7. Notwithstanding anything in the foregoing provisions of this Order, and subject to such conditions, if any, as it thinks fit, the Tribunal, on application by any retailer, may authorize special maximum prices in respect of any paint to which this Order applies where for any reason extraordinary charges (freight or otherwise) are incurred by the retailer. Any authority given by the Tribunal under this clause may apply with respect to a specified lot or consignment of paint, or may relate generally to all paint to which this Order applies sold by the retailer while the approval remains in force.

FIRST SCHEDULE

Number of Order revoked.	Reference.
212.. . . .	Gazette, 3rd April, 1944, Vol. I, page 493.
516.. . . .	Gazette, 17th April, 1946, Vol. I, page 496.
517.. . . .	Gazette, 17th April, 1946, Vol. I, page 497.
518.. . . .	Gazette, 17th April, 1946, Vol. I, page 498.
519.. . . .	Gazette, 17th April, 1946, Vol. I, page 498.
520.. . . .	Gazette, 17th April, 1946, Vol. I, page 499.
521.. . . .	Gazette, 17th April, 1946, Vol. I, page 500.
523.. . . .	Gazette, 17th April, 1946, Vol. I, page 501.
524.. . . .	Gazette, 17th April, 1946, Vol. I, page 502.
525.. . . .	Gazette, 17th April, 1946, Vol. I, page 503.
526.. . . .	Gazette, 17th April, 1946, Vol. I, page 504.
527.. . . .	Gazette, 17th April, 1946, Vol. I, page 504.
528.. . . .	Gazette, 17th April, 1946, Vol. I, page 505.
529.. . . .	Gazette, 17th April, 1946, Vol. I, page 506.
530.. . . .	Gazette, 17th April, 1946, Vol. I, page 506.
531.. . . .	Gazette, 17th April, 1946, Vol. I, page 507.
532.. . . .	Gazette, 17th April, 1946, Vol. I, page 508.

* Statutory Regulations 1939, Serial number 1939/275, page 1057.

Reprinted with amendments: Statutory Regulations 1946, Serial number 1946/169, page 468.