

Price Order No. 1037 (Paint)

PURSUANT to the Control of Prices Act, 1947, 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. 1037, and shall come into force on the 15th day of July, 1949.
2. (1) Price Orders Nos. 867*, No. 933†, 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—

“The said specification” means the New Zealand Standard Specification (No. N.Z.S.S. 521) entitled “New Zealand Standard Specification for Ready-mixed Paint for Undercoats and Finishing Coats for Exterior Use on Woodwork (White and Light Tints)” declared by the Minister of Industries and Commerce under the authority of section 8 of the Standards Act, 1941, to be a Standard Specification:

“Genuine white lead” means white lead that conforms to the New Zealand Standard Specification (N.Z.S.S. 243) for genuine white lead.

4. (1) The maximum prices fixed by this Order with respect to first-quality ready-mixed paint for undercoats and finishing coats and with respect to paint of the type L.Z. are fixed with respect to paint that conforms to the said specification: Provided, however, that paint of the type L.Z. manufactured during a period of short supply of materials from the alternative materials permitted in such a period under the provisions of the New Zealand Standard Specification N.Z.S.S. 521, shall not, for the purposes of this Order, be deemed to be first-quality ready-mixed paint.

(2) Any paint to which this Order applies that is packed in containers marked with the words “P.T. Authority No. 1” shall contain a minimum genuine white-lead content as follows:—

(a) With respect to finishing coats: 10·1 lb. to the gallon of paint.

(b) With respect to undercoats: 10 lb. to the gallon of paint.

(c) With respect to G.P. primer: 7·5 lb. to the gallon of paint.

(3) With respect to any paint to which subclause (2) hereof applies there shall be a weight tolerance of 5 per cent.

APPLICATION OF THIS ORDER

5. This Order applies with respect to the kinds of paint specified in the Schedule hereto manufactured—

(a) By or for any of the following firms or sold under any of the following brands, that is to say:—

Name of Firm.	Brands.
Proven Paint Products, Ltd.	Perma-seal, Farro-seal.
Paint Industries, Ltd.	T.K.T.
Pinchin, Johnson, and Co. (New Zealand), Ltd.	Omega, Minerva, Onyx.
Taubmans Products, Ltd.	Service, Solpah, Pagoda, Taubmans Super.
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.
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, Derust.
Nelson Paint Co., Ltd.	Impenetrable, Sun.
William Docker	B.I.P.
British Imperial Paints, Ltd.	Crown.
Hill and Plummer, Ltd.	Excelsior, Villa, Roofox, Silver Fern.
R. and E. Tingey and Co., Ltd.	B.P. and S.W.P., B.P., Berger and S.W., Hi-Ferroc and S.W., Staygrene, Genoa, Bergloss, and Duroglos.
Lewis Berger and Sons (N.Z.), Ltd.	Giant.
G. H. Jackson and Co., Ltd.	Perfecto, Ironite.
James Wren and Co., Ltd.	

(b) By any other person and sold under any brand.

FIXING MAXIMUM RETAIL PRICES OF PAINT TO WHICH THIS ORDER APPLIES

6. (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 Schedule hereto.

(2) (a) With respect to paint manufactured by the Nelson Paint Co., Ltd., and with respect to paint to which paragraph (b) of clause 5 applies, 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 Products, Ltd., 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 Proven Paint Products, Ltd., 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.

(g) With respect to paint manufactured by Paint Industries, Ltd., and G. H. Jackson and Co., Ltd., the prices fixed by subclause (1) hereof apply with respect to paint sold in the City of Wellington.

(h) With respect to paint manufactured by James Wren and Co., Ltd., the prices fixed by subclause (1) hereof apply with respect to paint sold in the City of Dunedin.

(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 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.

7. Any undercoat or finishing paint (white and light tints) that conforms to the said specification shall, for the purposes of this Order, be deemed to be first-quality paint. Any undercoat or 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 undercoat or 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

8. 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 special circumstances exist, or 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.