

(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 cities of Palmerston North or Napier or in the borough of 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 next 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.

SCHEDULE

MAXIMUM RETAIL PRICES OF PAINT TO WHICH THIS ORDER APPLIES

Description of Paint.	Per Gallon (when Sold in Containers of 4 or 5 Gallons).	Per One-gallon Tin.	Per Half-gallon Tin.	Per Quart Tin.	Per Pint Tin.	Per Half-pint Tin.
<i>First-quality Ready-mixed Paint</i>						
Finishing (white and light tints) .. .. .	s. d. 47 9	s. d. 48 9	s. d. 25 7	s. d. 13 7	s. d. 7 4	s. d. 4 4
Undercoat .. .. .	48 11	49 11	26 2	13 11	7 6	4 5
<i>Second-quality Ready-mixed Paint</i>						
Finishing (white and light tints) .. .. .	43 4	44 4	23 5	12 6	6 9	4 1
Undercoat .. .. .	40 5	41 5	21 11	11 9	6 5	3 10
<i>P.T. Authority No. 1</i>						
Finishing (white and light tints) .. .. .	59 8	60 8	31 7	16 7	8 10	5 1
Undercoat .. .. .	56 3	57 3	29 10	15 9	8 5	4 10
G.P. primer .. .. .	52 2	53 2	27 10	14 8	7 11	4 7
<i>Type L.Z.</i>						
Finishing (white and light tints) .. .. .	57 9	58 9	30 7	16 1	8 7	4 11
Undercoat .. .. .	57 2	58 2	30 4	15 11	8 6	4 11
<i>Other Ready-mixed Paint</i>						
Bright red .. .. .	48 4	49 4	25 11	13 9	7 5	4 4
Green .. .. .	43 4	44 4	23 5	12 6	6 9	4 1
G.P. primer .. .. .	47 7	48 7	25 6	13 7	7 4	4 4
Totara primer .. .. .	36 11	37 11	20 2	10 11	6 0	3 8
Roof paints—						
Red .. .. .	33 8	34 8	18 7	10 1	5 7	3 5
Bright red .. .. .	36 8	37 8	20 1	10 10	5 11	3 8
Green, heavy body .. .. .	55 11	56 11	29 8	15 8	8 4	4 10
Green .. .. .	52 5	53 5	27 11	14 9	7 11	4 7
Orange tile .. .. .	51 9	52 9	27 7	14 7	7 10	4 7
Grey .. .. .	53 10	54 10	28 8	15 1	8 1	4 8
Red oxide .. .. .	25 9	26 9	14 7	8 1	4 7	2 11

Dated at Wellington, this 31st day of January 1952.

The Seal of the Price Tribunal was affixed hereto in the presence of—

[L.S.]

D. W. A. BARKER, Presiding Member.  
I. D. REID, Member.