

## SCHEDULE

SOUTH AUCKLAND LAND DISTRICT—HAURAKI PLAINS COUNTY  
487 square metres, more or less, being Lot 5, D.P. S. 27358,  
situated in Block I, Waihou Survey District. Part certificate  
of title, No. 21D/1317.

Dated at Hamilton this 5th day of January 1981.

R. M. VELVIN, Commissioner of Crown Lands.

(L. and S. H.O. Res. 3/44/6; D.O. 8/1042)

*Maori Land Development Notice*

PURSUANT to section 332 of the Maori Affairs Act 1953, the  
Maori Land Board hereby gives notice as follows:

## NOTICE

1. This notice may be cited as Maori Land Development  
Notice Rotorua 1981, No. 1.

2. The notice referred to in the First Schedule hereto is  
hereby revoked.

3. The land described in the Second Schedule hereto is  
hereby released from Part XXIV of the Maori Affairs Act  
1953.

## FIRST SCHEDULE

Date of Notice	Reference	Registration No.
29 January 1971	<i>Gazette</i> , 4 February 1971, No. 8, p. 157	S. 510648

## SECOND SCHEDULE

## SOUTH AUCKLAND LAND DISTRICT

ALL that piece of land described as follows:

Area ha	Being
71.62	Waiohau A4B part, situated in Blocks VII and XI, Rangitaiki Lower Survey District. Partition Order dated 27 September 1955.

Dated at Wellington this 26th day of January 1981.

For and on behalf of the Maori Land Board.

B. S. ROBINSON, Deputy Secretary for Maori Affairs.  
(M.A. H.O. 15/3/742; D.O. 5314)

Decision No. 26/80  
Com 7/80

*Decision of the Broadcasting Tribunal*

IN the matter of the Broadcasting Act 1976, and in the matter  
of a complaint by Clifford Reginald Turner.

WARRANT HOLDER: Broadcasting Corporation of New  
Zealand (Network One).

## BEFORE THE BROADCASTING TRIBUNAL

B. H. Slane (Chairman), Lionel R. Sceats (Member),  
Janet C. Somerville (Member), S. H. Gardiner (Co-opted  
Member), Robert Boyd-Bell (Co-opted Member).

Hearing: 2 December 1980.

## DECISION

Mr C. R. Turner's complaint concerned a commercial pre-  
sented on Network One in which the presenter used the words  
in a commercial for Ebbett Waikato Used Cars: "Safety in  
the used car jungle".

Mr Turner said the clear implication of those words was  
that, although other firms may cheat customers, that would  
not happen to those dealing with this advertiser. He believed  
it to be a breach of Advertising Rule 1.7. That rule reads:

Advertisements should not attack or discredit other pro-  
ducts, advertisers or advertisements directly or by implica-  
tion.

Mr Turner had originally complained to the Broadcasting  
Corporation of New Zealand. The Board of the Corporation  
considered his complaint. The Corporation replied to him but  
he was not satisfied with the reply and told the Tribunal that  
he "had read the Corporation's explanation many times—the  
meaning of it all still eludes me".

The Corporation had told him that his complaint appeared  
to be founded on the interpretation of the relationship  
between the words "safety" and "jungle" and the application  
of that interpretation to the used car market.

The Corporation said this:

"To many people a jungle may be a vast area covered in  
trees in which it is easy to become lost. This lines up  
with the shot in the commercial of the large car yard  
packed with vehicles. It could also be claimed that a  
jungle is a place where one might have to proceed with  
care and where one might feel one could run into  
danger here or there.

"The advertiser may be saying that *he* is offering safety  
in an area where the consumer *may* feel he is endan-  
gered. The Board further noted that the used car  
market is particularly sensitive and that no complaints  
about this commercial had been received from the  
motor trade.

"The Board decided the way the words were used in the  
commercial was justified, and did not infringe Advertise-  
ment Rule 1.7."

The Board did not uphold Mr Turner's complaint.

The Tribunal heard both Mr Turner and Mr Hudson for  
the Corporation and questioned them.

It appeared to the Tribunal that Mr Turner was looking  
for possible breaches of Advertising Rules based on a strict  
interpretation.

The Corporation had told the Tribunal that the Rule was  
rather different from most of the other rules since it could be  
said to have as its purpose the protection of advertisers from  
other advertisers rather than the protection of public. An  
advertisement which met all the other requirements of the  
Rules could still be in breach of this Rule.

The Corporation submitted that the complaint did not  
identify any advertiser or advertisement which was attacked  
or discredited. The complaint was dealt with on the basis that  
it referred to a product which in this case was the service  
provided by other car dealers. The complainant did not claim  
to be a supplier of such a product. The Corporation has had  
no indication from other car dealers whether advertisers or  
not that they considered the advertisement attacked or dis-  
credited them. Furthermore it had been the Corporation's  
experience that members of this industry were not slow to  
complain if they considered any advertising was unfair.

The Tribunal was inclined to agree with the Corporation's  
interpretation of the purpose of the Rule and would be  
loathe to determine a complaint from a member of the public  
who could not possibly be affected by the advertisement when  
there were no complaints to the warrant holder from those  
who might be considered to be affected if the complainant's  
interpretation was upheld.

There are no disadvantages for the public in the use of  
what is known as "knocking copy" but there are disadvantages  
for advertisers. We see in this instance no need for a watch-  
dog to enforce the Rule when there are persons affected who  
would be sophisticated enough and willing to object if an  
advertisement adversely affected them.

Accordingly we would have been reluctant to determine  
such a complaint (if we had considered advertisement to be a  
breach of the Rule) where there appeared to be no injured  
party and no complaints about the advertisement. We believe  
the broadcasting industry can do without that sort of super-  
vision.

As it happens we find there is no merit in this complaint.  
The advertisement clearly does not attack or discredit other  
products, advertisers or advertisements directly or by implica-  
tion.

Mr Turner was insistent that the advertisement in some way  
suggested that used car dealers other than the advertiser were  
dishonest. That may be Mr Turner's interpretation but it is  
not a reasonable one. It is apparently based on a stereotyping  
of the used car trade plus a cynical interpretation of the  
nature of the advertisement.

We see no objection whatsoever to the word jungle in rela-  
tion to the buying or selling of a used car, or to an assertion  
that a particular advertiser may provide safety within that  
jungle.

We do not find the Corporation's reasoning difficult to  
follow but we do find it difficult to appreciate why Mr Turner  
could not understand the response he received from the  
Corporation.

The Tribunal disallows the complaint and upholds the  
decision of the Corporation.

*Co-opted Members—*

Messrs S. H. Gardiner and Robert Boyd-Bell were co-opted  
as members of the Tribunal as persons whose qualifications  
and experience were likely, in the opinion of the Tribunal, to  
be of assistance to the Tribunal. They took part in the hearing  
and deliberations of the Tribunal but the decision, in accord-  
ance with the Act, is that of the permanent members.

Dated the 22nd day of December 1980.

For the Tribunal:  
B. H. SLANE, Chairman.