

equality the chairman shall have a second or casting vote. In matters placed before the New Zealand council each manufacturers' vote shall count as four times the value of a wholesaler or retailer. In matters placed before the executive each manufacturer's vote shall count as two.

9. There shall be an executive in Wellington consisting of two members from each section of trade in Wellington, in addition to the chairman of the New Zealand council or his nominee. In the event of a vacancy occurring on the executive the provincial committee of the section in which the vacancy occurs shall elect a new member to fill the vacancy.

10. The executive be empowered to—

- (a) Appoint a secretary and/or other officers, and to engage offices as may be required ;
- (b) To grant registration or otherwise of any proprietary articles that may be submitted ;
- (c) To put into action the necessary machinery for the maintaining of prices as registered with the association ; and
- (d) To carry out the management of the association on the general terms of this constitution.

11. The meetings of the executive shall be called by the secretary at such times as the chairman or any two members of the executive may direct.

12. The New Zealand council shall be vested with power to make rules and regulations, in addition to this constitution, for the government of the association, and to annul or alter the same from time to time as occasion may require.

13. The annual subscription shall be as follows : Manufacturers of proprietary article or their agents, £3 3s. for the registration of one article, or £5 5s. for the registration of two or more articles ; wholesale distributors, £5 5s. for each warehouse ; retail chemists, £2 2s. for each shop ; retail distributors other than chemists, £1 1s. for each shop for those not employing any assistants, £2 2s. for each shop for those employing one or more assistants. For the purpose of interpretation, members of the family who may be employed shall be regarded as employees, and in the case of partnerships all other than one partner to rank as employees.

14. The financial year shall end on the 31st December.

15. Any person desiring to withdraw from the association shall give three months' notice in writing to the secretary.

16. The association reserve the right to deregister any article at any time by giving notice in writing to the manufacturer and refunding the subscription paid for that respective year.

Applicants for enrolment as members of the association were requested to enter into agreements according to the respective classes of business which they conduct. These agreements provided—

(A) *For manufacturers—*

AGREEMENT.

To the Secretary, P.A.T.A., of New Zealand,

49 Ballance Street (Box 1434, G.P.O.), Wellington, N.Z.

SIR,—

In consideration of your placing the goods mentioned in my/our application on back hereof on the protected list of your association, I/we agree—

- (1) To fix for New Zealand the prices stated in columns Nos. 2 and 4 as (a) the minimum selling-price to the public ; (b) the minimum selling-prices from wholesalers to retailers.
- (2) On being advised by you that these goods and prices have been accepted by your association, to notify (as per draft letter printed at side hereof) all New Zealand wholesale houses and brokers and all New Zealand retailers who purchase from me/us direct in wholesale quantities that on and after , 19 , any of these goods purchased by them for resale in New Zealand will only be supplied on the understanding (a) that such goods will not be resold by them at less than the prices fixed by me/us and specified in columns 2 and 4 of the application attached hereto ; and (b) that they will, if requested by me/us or my/our duly accredited agent, refuse to supply any cutting distributor with our goods, and will procure the making of the agreement as set forth in the said draft letter.
- (3) To use my/our best endeavours to induce or assist you in inducing any distributor who cuts the price of such goods to increase his prices to those appearing on the P.A.T.A. list, or to stop (or assist you in stopping) supplies of such goods to any distributor who sells any article on your association's protected list under the minimum prices therein specified.
- (4) The secretary for the time being of your association is hereby appointed my/our agent for all the purposes of this agreement, and in particular is empowered by me/us to take whatever action may be considered necessary to maintain prices and stop supplies of my/our goods to any cutter of any listed line.
- (5) To endorse all invoices of the goods with conditions of sale as supplied by your secretary.
- (6) This agreement is to operate from , 19 , and may be cancelled or altered by my/our giving you three months' notice in writing of my/our desire for such cancellation or alteration. All proposed alterations of prices are subject to acceptance by your association.

Date : .

Yours truly,

State whether signed as principals or agents : .