CORRIGENDUM

to the

REPORT

of the

Honorary Royal Commission

into

Matters Relating to the Retailing

of

Motor Spirits and Accessories
To His Excellency Lieutenant-General Sir Charles Henry Gairdner, K.C.M.G.,
K.C.V.O., C.B., C.B.E., Governor in and over the State of Western
Australia and its Dependencies in the Commonwealth of Australia:

May it please Your Excellency,

WE, the members of the Honorary Royal Commission appointed to inquire
into and report upon matters relating to the Retailing of Motor Spirits
and Accessories, have the honour to present to Your Excellency a corri-
gendum to our report as follows:—

That the paragraphs 31, 32 and 33 of Part IV, Section 4, Subsection (b),
of the Report be deleted and the following paragraphs numbered 31, 32,
33 and 34 be substituted therefore:—

31. Allied to the restraint and included in the dealer agree-
ment submitted by the Commonwealth Oil Refineries Ltd., which
agreement was in common use until 1954, is a covenant by the
dealer not to deal exclusively with any other wholesaler for a period
of two years after the expiration of the agreement, which only
expires by the giving of the requisite notice by either of the parties
to the agreement. The average term of such agreement was a
period of at least three years so that the term of a number of
such agreements is still current. In addition, such agreements
do not terminate by effluxion of time but notice by either of the
parties is required to so terminate.

32. This covenant in itself is of no significance, but when
viewed in the light of the evidence, means that the owner of a
business must close such business for the period or be bound to
this company for the same period. That this is so is clear from
the policy of each wholesaler, namely, that it will supply only on
an exclusive basis. This covenant is unreasonable in the extreme.

33. In addition to the agreement referred to in paragraph 31
above, the form of dealer agreement now current was submitted
by the Commonwealth Oil Refineries Ltd. This agreement contains
no such covenant as is found in the former agreement.

34. In view of the above and the evidence submitted that all
dealer agreements do not terminate at the expiration of the term
stated therein but only by the giving of notice to terminate, and
to make for more equitable dealings between retailers and whole-

L. C. DIVER,
Chairman.

E. M. HEENAN.
F. R. H. LAVENY.
C. H. SIMPSON.
L. A. LOGAN.