

APPENDIX 1

[Referred to in paragraph (i) of the Introduction]

THE MONOPOLIES AND RESTRICTIVE PRACTICES (INQUIRY AND CONTROL) ACT, 1948

REFERENCE TO THE MONOPOLIES AND RESTRICTIVE PRACTICES COMMISSION

STANDARD METAL WINDOWS AND DOORS

Whereas it appears to the Board of Trade that conditions to which the Monopolies and Restrictive Practices (Inquiry and Control) Act, 1948 applies prevail as respects the supply of metal windows and metal casement doors (considered, for the purpose of ascertaining whether the conditions apply, as one description of goods) manufactured to standard sizes and designs:

Now therefore the Board in pursuance of Section 2 (1) of the said Act hereby refer to the Monopolies and Restrictive Practices Commission for investigation and report the matter of such supply.

The Commission shall as respects such supply investigate and report on

- (1) whether conditions to which the Act applies in fact prevail and if so in what manner and to what extent;
- (2) the things which are done by the parties concerned as a result of or for the purpose of preserving those conditions; and
- (3) whether the conditions in question or all or any of the things done as aforesaid operate or may be expected to operate against the public interest.

DATED this twenty-fourth day of February, 1954.

M. J. DEAN,

A Secretary of the Board of Trade

VARIATION OF A REFERENCE TO THE MONOPOLIES AND RESTRICTIVE PRACTICES COMMISSION

STANDARD METAL WINDOWS AND DOORS

Whereas on the 24th day of February, 1954, the Board of Trade in pursuance of Section 2 (1) of the Monopolies and Restrictive Practices (Inquiry and Control) Act, 1948 referred to the Monopolies and Restrictive Practices Commission for investigation and report the supply of metal windows and metal casement doors manufactured to standard sizes and designs;

And whereas it appears to the Board that the description of goods specified in the said reference should be varied;

Now therefore the Board, in pursuance of Section 6 (4) of the said Act, hereby direct that the said reference shall be varied so as to refer to the Commission for investigation and report as required therein the supply of the following goods (considered, for the purpose of ascertaining whether the conditions to which the said Act applies prevail, as one description of goods), that is to say:—

Steel windows and steel casement doors (other than industrial-sash) manufactured to standard sizes and designs.

DATED this 20th day of January, 1955.

M. J. DEAN,

A Secretary of the Board of Trade.

**THE MONOPOLIES AND RESTRICTIVE PRACTICES
(INQUIRY AND CONTROL) ACT, 1948, AS AMENDED**

DIRECTION BY THE BOARD OF TRADE

STANDARD METAL WINDOWS AND DOORS

Whereas on the 24th day of February, 1954, the Board of Trade in pursuance of Section 2 (1) of the Monopolies and Restrictive Practices (Inquiry and Control) Act, 1948, referred to the Monopolies and Restrictive Practices Commission (hereinafter referred to as "the Commission") for investigation and report the supply of metal windows and metal casement doors manufactured to standard sizes and designs;

And whereas on the 20th day of January, 1955, the Board in pursuance of Section 6 (4) of the said Act varied the said reference so far as it related to the description of goods specified therein so as to refer to the Commission for investigation and report the supply of steel windows and steel casement doors (other than industrial sash) manufactured to standard sizes and designs;

And whereas the Commission have not made a final report to the Board in pursuance of the said reference as varied;

And whereas by virtue of Section 29 (3) of the Restrictive Trade Practices Act, 1956, except so far as the Board may otherwise direct, the said reference will lapse on the 2nd day of September, 1956;

Now, therefore, the Board in pursuance of the power conferred on them by the said Section 29 (3) hereby direct that the said reference shall not lapse and the proceedings of the Commission shall be continued accordingly.

DATED this 30th day of August, 1956.

L. H. ROBINSON,
A Secretary of the Board of Trade.

APPENDIX 2

PRINCIPAL SOURCES OF EVIDENCE

[Referred to in paragraph (iv) of the Introduction and in paragraph 158]

Association of Municipal Corporations.

British Standards Institution.

Building Industry Distributors.

City and Borough Architects' Society.

The Crittall Manufacturing Co. Ltd.

Darlington & Simpson Rolling Mills Ltd.

The Incorporated Association of Architects and Surveyors.

The Lancashire Steel Corporation Ltd.

The Metal Window Association Limited.

Ministry of Works.

Ministry of Supply.

Ministry of Housing and Local Government.

The National Federation of Building Trades Employers.

Royal Institute of British Architects.

In addition we obtained evidence from individual makers of standard metal windows, both members and non-members of the M.W.A.; from individual architects and builders' merchants and a large number of users including Government Departments, builders, county councils and other local authorities, members of the National Federation of Housing Societies, industrial and trading estates, Development Corporations established under the New Towns Act, 1946, two Co-operative organisations and from two trade unions through the Trades Union Congress.

APPENDIX 3

[Referred to in paragraph 26]

MEMBERSHIP OF THE METAL WINDOW ASSOCIATION LIMITED

*Baster Ltd.	Bournemouth
A. Beanes & Co. Ltd.	London, W.2.
Thomas Blackburn & Sons Ltd.	Preston
Fredk. Braby & Co. Ltd.	Glasgow
Brunswick Metal Casement & Eng. Co. Ltd.	Bristol
*The Crittall Manufacturing Co. Ltd.	Braintree
Crittall-McKinney Metal Window Co. Ltd.	Belfast
*Doodson & Bain, Ltd.	Manchester
F. & R. Edbrooke Ltd.	Bristol
Furniss & Co.	Huddersfield
Gardiner Sons & Co. Ltd.	Bristol
*James Gibbons Ltd.	Wolverhampton
John Gibbs Ltd.	Birmingham
*Guildford Glass & Metal Works Ltd.	Guildford
Haywards Ltd.	London, S.E.1.
*Helliwell & Co. Ltd.	Brighouse, Yorks.
*Henry Hope & Sons Ltd.	Birmingham
*Hoskins & Sewell Ltd.	Birmingham
Humphries, Jackson & Ambler Ltd.	Manchester
*W. James & Co. Ltd.	London, N.W.10.
*W. G. Kaleyards Ltd.	Chester
Luxfer Ltd.	London, N.W.10.
*Maclean & Co. (Metal Windows) Ltd.	Hamilton, Lanarks.
*Mellowes & Co. Ltd.	Sheffield
*Middlesbrough Casements Ltd.	Middlesbrough
The Morris Singer Co. Ltd.	London, E.17
*W. & J. H. Oldaker Ltd.	Birmingham
R. E. Pearse & Co. Ltd.	London, S.E.11
*Rustproof Metal Window Co. Ltd.	Chester
*St. Ann's Manufacturing Co. Ltd.	Southend
*The Standard Metal Window Co.	West Bromwich
*John Thompson Beacon Windows Ltd.	Wolverhampton
Wainwright & Waring Ltd.	London, S.W.14
W. Walker & Co. (Art Metal) Ltd.	Idle, Yorks.
*John Williams & Sons (Cardiff) Ltd.	Cardiff
*Williams & Williams Ltd.	Chester
T. H. Wilson Ltd.	Bramley, Yorks.
George Wragge Ltd.	Manchester

* Maker of standard metal windows in the year 1953-54.

APPENDIX 4

[Referred to in paragraph 28]

MANUFACTURERS OUTSIDE THE METAL WINDOW ASSOCIATION LIMITED*

Clement Bros. (Haslemere) Ltd.	Haslemere
Colchester Steel Construction Co. Ltd....	Colchester
James Couper & Co. Ltd.	Worthing
Drury Casement Co.	West Bromwich
Dyster, Smith & Dyster	Guildford
The G. & B. Co. (Leicester) Ltd.	Leicester
Ideal Casements (Reading) Ltd.	Reading
Metal Casements Ltd.	Walsall
Pinson Metal Windows Ltd.	Willenhall
Price & Saveker Ltd.	Birmingham
T. B. & J. Puttick Ltd.	Haslemere
Rea Metal Casements (1932) Ltd.	Liverpool
Skylux Ltd.	London, W.3
Smith Bros. (Tividale) Ltd.	Tividale, Staffs.
Stelwin Construction Ltd.	Oldbury
Universal Casements Ltd.	Liverpool
West Bromwich Casement & Engineering Co. Ltd.	West Bromwich
Williams & Watson Ltd.	Liverpool
Young & Co. (Westminster) Ltd.	London, S.W.19

* Makers of standard metal windows in 1953-54. Other metal window manufacturers occasionally make standard windows to special order; their sales of such window in 1953-54 were negligible.

APPENDIX 5

[Referred to in paragraphs 54 and 209]

THE METAL WINDOW ASSOCIATION LIMITED

STATEMENT ON THE MEANING OF MEMBERSHIP

1. The Association is a voluntary body. A member joins of his own choice and by so doing agrees during the term of his membership to be bound by the mutual obligations involved in membership and to recognise the authority of the Association.

2. Membership must be wholehearted. A member cannot be half in and half out or make secret reservations. This means that a member's activities *prima facie* include those of his subsidiaries and associates and that he must not, without disclosure and permission, be engaged in anything inconsistent with wholehearted co-operation with the Association and its members. The standard of behaviour should be that of Partnership.

3. A member carrying on any activity which comes within an Association Group must, unless excused by the Association, join the Group which must in turn be formed under the authority of and be subject to the control of the Association.

4. Members must loyally observe the current rules, practices and procedure of the Association and of any Group to which they belong. This includes:

- (1) Giving full and prompt information on all matters on which the Secrétariat is authorised to ask for information or which are being dealt with on a basis of exchange of information.
- (2) Voluntarily disclosing any matters which, if not disclosed, would cause unfairness to other members.
- (3) Assisting the officers of the Association to carry out any check or audit or other task authorised by the Association.

5. Membership originated in the voluntary act of the member. It can only continue upon a basis of friendship and willing co-operation. If a member finds that he can no longer co-operate on that basis, he should not look to legal technicalities or other members' lapses to excuse a falling off in his own standard of behaviour. He should frankly disclose the cause of his dissatisfaction and if he regards it as fundamental and it cannot be remedied, he should resign.

APPENDIX 6

[Referred to in paragraph 59]

THE METAL WINDOW ASSOCIATION LIMITED

A. RULES OF THE STANDARD METAL WINDOW SCHEME

1. The Scheme shall apply to all members of the British Metal Window Manufacturers' Association Ltd. (hereinafter called "the Association").

SUBJECT MATTER

2. The Subject Matter of the Scheme shall consist of:—

All Products priceable from the Standard Pricing Schedule, whether for Home or Export.

For the time being Export will only be deemed to include Export reportable under the present Procedure.

3. *Subject Matter includes:—*

- (a) Windows and Standard Doors made of F series section in steel.
- (b) Metal sub-frames and cills for such windows.
- (c) Flyscreens for such windows.
- (d) Metal transomes and mullions of any construction for attachment to Subject Matter.
- (e) Wood Surrounds.

4. The Pricing Schedule will be revised where necessary to give prices in accordance with the new definition of Subject Matter.

Composite Enquiries

5. Composite Enquiries involving both Standard and Purpose Made Subject Matter shall be dealt with in accordance with the Rules of this Scheme if the value of the Standard Subject Matter as determined by the Secretariat exceeds that of the Purpose Made, and of the Purpose Made Scheme if the value of the Purpose Made Subject Matter is the greater.

NON-SUBJECT MATTER

6. Non-Subject Matter included in or connected with the same enquiry, estimate or order as Subject Matter shall be called Ancillary Matter and shall be subject to the special rules relating to Ancillary Matter.

REPORTING ENQUIRIES

7. Members shall report all reportable enquiries to the Secretariat on the appropriate form for pricing instructions, and shall endeavour to give all relevant information to assist the operation of the scheme.

8. (1) Enquiries are reportable if:

- (a) The selling value of the enquiry, so far as it relates to the products specified in sub-paras. (a) (c) and (d) of Clause 3 exceeds £500 selling value calculated on a paint finish

OR

- (b) The selling value as aforesaid exceeds £250 and outside competition is confirmed.

(2) Members shall notify general particulars of all enquiries the selling value of which is between £250 and £500 to the Secretariat on a special form to enable the Secretariat to take the appropriate action in accordance with Clause 14 to meet outside competition. An enquiry so notified shall not be classed as a reportable enquiry until the Secretariat issues instructions.*

* 8 (1) (b) and (2) were rescinded on 20th April, 1951.

PRICING

9. The current Pricing Schedules shall be the basis of all pricing. Reportable enquiries will be priced in accordance with the Secretariat's instructions. Non-reportable enquiries (including all open orders) will be priced strictly in accordance with the current Pricing Schedules unless the consent of the Secretariat to a variation has been obtained.

ESTIMATING

10. All estimates shall be clear and precise in their terms and shall state plainly what is included. Detailed prices should not be quoted unless specifically requested.

REPORTABLE ENQUIRIES

11. The procedure for estimating reportable enquiries will vary with the value of the enquiry:—

- (a) If the selling value of the enquiry so far as it relates to Subject Matter calculated on a paint finish does not, in the opinion of the Secretariat, exceed £10,000 the Secretariat will either instruct members to prepare their own estimates as in the case of non-reportable enquiries or (which will be the normal practice) will select a member to price the enquiry and to circulate a copy of his estimate to other members who will base their own quotations on it so that all members will quote equal.

The basis upon which the estimate has been calculated shall be stated clearly upon any copy estimate so circulated by a member for pricing purposes.

A member who considers that his enquiry differs from that contained in an estimate circulated for pricing purposes shall obtain further instructions from the Secretariat, but the general principle shall as far as is practicable be maintained that on these enquiries all members shall quote equal apart from any variation due to the difference between rustproof and paint finish.

- (b) If the value of the enquiry in the opinion of the Secretariat exceeds £10,000 as aforesaid the Secretariat shall call a meeting of the members interested who shall agree amongst themselves how to deal with the enquiry including any ancillary matter. In default of agreement the procedure in the previous sub-clause (a) shall be applied.
- (c) To ensure that members interpret and operate the Scheme in the same sense, members shall in the case of reportable enquiries:
- (i) Send to the Secretariat a copy of any estimate submitted by them.
 - (ii) Report for further instructions any revision of an enquiry.

DELIVERY

12. A member shall be entitled to offer any delivery required by the customer provided he can in fact meet it.

ANCILLARY MATTER

13. Members shall observe the following rules in pricing Ancillary Matter included in or connected with an enquiry for Subject Matter:—

- (a) On non-reportable enquiries or on reportable enquiries where no estimate is being circulated for pricing purposes members shall quote a price fairly related to cost.
- (b) On reportable enquiries where a member has been instructed to circulate an estimate for pricing purposes, the pricing member shall quote a price fairly related to cost and the other members shall quote a price based on such price in accordance with Clause 11, provided that any member instructed to base his price for Ancillary Matter on another member's estimate may appeal to the Secretariat for a decision on the ground that the estimate is unreasonable.
- (c) On copy estimates circulated to members and the Secretariat, the split up between Subject Matter and Ancillary Matter shall be clearly stated.

- (d) Ancillary Matter which is the subject matter of another Group of the Association shall be priced in accordance with the Rules of that Group.
- (e) Aluminium windows shall be priced in accordance with the circular letter of the 23rd April, 1948, at not less than the corresponding rustproofed steel price.

OUTSIDE COMPETITION

14. Members reporting or notifying an enquiry shall advise the Secretariat if Outside Competition is expected and may apply for permission to cut to meet it. Permission to cut against outside competition will not be given lightly, but when given will be granted to all members interested. Applications to cut shall be made in writing, supported by reasons, and the Secretariat will consult with other members interested.

FINISH

15. The finish may be either paint or rustproof, but the policy of the Group is to increase the sale of rustproofed windows. Members may specify the method of rustproofing offered by them but must not decry any approved method in use by other members.

A rustproof finish is a finish which complies with B.S. 990, and no other finish shall be called rustproof or described in such a manner as to suggest that it is or is equivalent to a rustproof finish.

RETURNS

16. The purpose of Returns is to inform the Secretariat of the state of trade and its prospects, and to provide the information necessary to enable the Secretariat to operate the Scheme and to represent the interests of the Association and to provide the basis on which co-operative action can be taken to improve quality, technique and efficiency.

17. The Returns to be made shall be determined by the Group Executive Committee. Subject thereto, the following Returns shall be made to the Secretariat by members:

- (a) Monthly return of Orders.
- (b) Monthly return of Deliveries.

The Returns shall be made in accordance with the instructions set out upon them and in the manner best calculated to fulfil their respective purposes. The form of and instructions upon any Return may be revised and amended as required by the Group Executive Committee.

AUDIT

18. All returns and other information supplied by the members to the Secretariat shall be subject to audit by any person duly authorised by the Chairman to undertake such audit. Members must produce for the auditor's inspection their books and any documents, papers etc. necessary for the proper performance of his duties, and must provide all facilities for the rapid carrying out of the work.

BREACH

19. The Rules are intended to define the Procedure which members of the Group have agreed and are willing to observe in the spirit as well as in the letter. Any act which is contrary to or frustrates the intention of the Procedure is therefore as much a breach of the Rules as if it had been expressly forbidden. Members recognise and accept responsibility for the acts of their subsidiaries and also for their representatives and agree to refer any doubtful or borderline points to the Secretariat for instructions.

20. The Chairman shall have power to investigate any suspected or alleged breach of the Rules and to enquire into any act or conduct on the part of a member which in his opinion is contrary to the intention of the Procedure and harmful to the interests of the members.

DAMAGES FOR BREACH

21. If upon investigation it appears to the Chairman that a member has committed a breach of the Rules whether by express contravention or by acts inconsistent with the due performance of members' obligations thereunder there shall be payable by the member to the Association sums by way of liquidated damages as follows:—

- (a) For breach of the rules relating to pricing and estimating (i.e. Rules 9, 10, 11 or 13) the sum of £100 or if the breach arises out of a particular order or enquiry a sum equal to 20 per cent. of the value of the order or enquiry as assessed by the Chairman whichever is the greater.
- (b) For any other breach as defined in this clause a sum of £50 or a sum equal to 10 per cent. of the value of the order or enquiry.

Provided that if it appears to the Chairman that the said sums made payable are in any particular circumstances not truly representative of the damage sustained he shall have power to reduce the said sums at his discretion.

22. Any member aggrieved by a decision of the Chairman may, by written notice, appeal to the Group Executive Committee which, upon consideration of the facts, may exercise any of the powers conferred upon the Chairman by Clause 21, and may confirm, vary or annul the decision of the Chairman.

FIDELITY FUND

23. A Fidelity Fund of £10,000 shall be set up as an integral part of this Scheme as provided in the Schedule hereto.

SCHEDULE

RULES OF THE FIDELITY FUND

1. The Fidelity Fund (hereinafter called "the Fund") hereby established is supplemental to the Rules of the Standard Metal Window Scheme (hereinafter called "the Scheme").

2. The Fund shall be managed by the Association and sums received shall be applied as hereinafter appears.

3. The sums hereinafter made payable by a member to the Association shall be paid in consideration of the management by the Association of the Scheme and the provision to such member of the benefits of the Scheme.

4. Each member shall pay to the Association a sum equal to 5s. per £100 of a year's Standard turnover, as agreed with the Association, such sum to be paid in full within one month of becoming a member unless the member elects by notice in writing to pay the sum by three equal annual payments, the first instalment to be paid within one month as aforesaid.

5. A year's Standard turnover shall be assessed in the case of original members by reference to the Association accounting year ended immediately prior to October 2nd, 1950, and in the case of members hereafter admitted to membership by reference to the accounting year immediately prior to such admission.

6. A year's Standard turnover shall be re-assessed on October 2nd, 1953 and thereafter annually on the average of the last three accounting years.

If the new assessment of a member is greater than the preceding assessment then the member shall pay to the Association a sum equal to 5s. per £100 of the difference within one month of the date of re-assessment.

If the new assessment of a member is less than the preceding assessment then a sum equal to 5s. per £100 of the difference shall insofar as there is a sufficient balance in the account of such member in the Fund and provided that he has duly performed his obligations under the Rules of the Scheme be repaid to him.

7. The Fund shall be managed and applied as follows:—

- (a) The Association shall have power to invest the Fund or any part thereof in such manner and upon such investments as the Association shall from time to time determine.

- (b) The interest produced by the placing on deposit or investment of the Fund or any part thereof may be applied for the general purposes of the Association whether in relation to the Scheme or otherwise.
- (c) The Association shall keep a separate account of the contributions excluding interest (if any) thereon of each member.
- (d) Any damages made payable by a member under Rule 21 of the Scheme shall be deducted from the amount (insofar as it is sufficient) standing to the credit of the member in the Fund and shall be deemed to have been so deducted at the time of the breach in respect of which the damages are made payable and any sum so deducted shall thereafter be applied for the general purposes of the Association whether in relation to the Scheme or otherwise.

Notwithstanding the provisions of this sub-clause a member shall be obliged to pay to the Association in full the amount of any damages made payable under Rule 21, but insofar as the amount payable shall have been deducted as aforesaid the amount subsequently paid by a member shall be placed to his credit in the Fund.

- (e) The balance standing to the credit of a member after deductions (if any) under (d) of this clause and any other deductions hereby or hereafter agreed to be made shall not create a debt due from the Association to the member but if a member shall resign from the Association in accordance with the provisions of its Articles of Association or otherwise be released by the Association from his obligations under the Scheme and shall at the time of such resignation or release as the case may be have duly performed all his obligations under the Scheme including the full satisfaction of any damages made payable by Rule 21 of the Scheme then and in such case the Association shall refund to that member a sum equal to that balance. Provided that if a member shall cease to be a member otherwise than by resignation or release as aforesaid then any sum standing to the credit of that member shall not be repaid under the provisions of this sub-clause but shall be applied for the general purposes of the Association whether in relation to the Scheme or otherwise and shall be deemed to have been so applied from the time of his so ceasing to be a member.

25th September, 1950

B. AMENDMENT TO THE RULES OF THE STANDARD METAL WINDOW SCHEME

As a result of criticism and experience, it has been decided to modify the Scheme for meeting outside competition described in my letter of the 19th February which was adopted for a trial period, and to use it also against wood competition.

The revised scheme will be as follows:

1. Members, in reporting enquiries above the reportable limit, will state if outside competition is believed by them to exist.

If outside competition is reported and the Secretariat is satisfied that it exists, the Secretariat will nominate one member to secure the order.

2. The member so nominated will send a copy of his estimate to the Secretariat and will inform them of the total price which he proposes to quote (and its relation to M.A.P.) and will send to the other members interested a copy of his estimate setting out the specification only without the price.

3. The Secretariat will then give the other members a lump sum price below which they will not quote. This price will be slightly higher than that of the nominated member, but the difference will not be disclosed.

4. Members will in all cases quote lump sum prices except where the customer insists on detailed prices.

5. Members will consult the Secretariat on any difference between their specification and that of the nominated member and take their instructions.

6. The Secretariat will have a wide discretion in making nomination but will pay regard to any consumer connection and the history of the customer.

7. The member nominated is expected to quote a price to secure the job. If a particular member is consistently losing his nominations, the Secretariat shall take this into account in making further nominations.

8. The member nominated will have full power to negotiate without further reference to the Secretariat after submission of tender.

9. Large enquiries of over £10,000 shall be excluded from this scheme and will be the subject of discussion between the members interested.

10. Enquiries below the reportable limit reported on the ground of outside competition will be dealt with in a similar manner.

11. The Secretariat will maintain a record of enquiries lost and won, and the price level quoted. Members will assist by obtaining and reporting as much information as they can on the result of enquiries.

12. The Scheme will operate for a trial period of three months.

11th May, 1954.

C. PRACTICE NOTE

STANDARD METAL WINDOW ENQUIRIES

The procedure so far as it relates to enquiries where there is outside competition has now been amended on the following lines:—

- (1) The principle of equal prices will be maintained.
- (2) When outside competition is reported on an enquiry members will be given the names of the other interested members and the members will decide between them the extent of the cut to be made.
- (3) There will be a maximum permissible cut which will be decided each month by the Special Sales Sub-Committee.
- (4) It is felt that all members should quote the same price on each job, but when any member does not wish to quote at the cut price the correct A.P. price should be quoted.
- (5) Once estimates have been submitted no variation from the agreed price will be permitted.
- (6) The Secretariat will have the right to give any member who has received an invitation to meet the price of an outsider submitted on any job where estimates have already been submitted at A.P. permission to meet the outsider's price provided agreement is obtained from one other member interested in the enquiry nominated by the Secretariat.
- (7) At the present time the maximum permissible cut is 6½ per cent.

6th July, 1956

APPENDIX 7

[Referred to in paragraph 77]

THE METAL WINDOW ASSOCIATION LIMITED STANDARD FORM OF MERCHANTS' AGREEMENT

AN AGREEMENT made the.....day of....., 19.....
BETWEEN.....
of.....
(hereinafter called the Manufacturer) of the one part and.....
of.....
(hereinafter called the Merchant) of the other part.

NOW it is hereby agreed as follows:—

1. The Manufacturer agrees:—

- (a) To supply to the Merchant Standard Metal Windows and Casement Doors (made in accordance with B.S. 990:1945) Wood Surrounds (made in accordance with B.S. 1285:1945) and Metal Window Sub-Frames Cills and Window Boards (made in accordance with B.S. 1422:1948) (hereinafter called the said Standard Products) delivered to the Merchant's warehouse or direct to a building site at prices specified in the Appendix hereto.
- (b) To supply on loan to the Merchant the Manufacturer's current Pricing Schedule.

2. The Merchant agrees:—

- (a) That he will purchase and thereafter maintain and keep in good condition a stock of the said Standard Products to a gross value of not less than £.....
- (b) That he will not purchase any of the said Standard Products from any person, firm or company other than the Manufacturer except with the previous consent in writing of the Manufacturer.
- (c) That he will not quote for, sell or dispose of any of the said Standard Products at less than the prices and will observe and maintain the conditions of trading laid down in the Manufacturer's current Pricing Schedule.
- (d) That he will refer to the Manufacturer for pricing instructions any enquiry or order obtained by him of which the minimum selling value calculated with paint finish unfixed in accordance with the current Pricing Schedule amounts to £250 and over and will give full particulars of the site, architect, engineer, surveyor or builder stating whether paint or rust-proofed finish is specified and will quote for and invoice the enquiry or order in accordance with the Manufacturer's instructions.
- (e) That if he shall receive any enquiry or order which includes the said Standard Products and other goods he will estimate, quote and invoice the said Standard Products separately from such other goods with the intent that the actual prices quoted or invoiced for the said Standard Products shall be apparent upon investigation.
- (f) That all contracts made between him and any customer for the said Standard Products to be despatched or delivered "as required" shall be legally binding and enforceable and shall provide for acceptance of the total quantity ordered by the customer within a reasonable period.

- (g) That he will not, without the consent in writing of the Manufacturer, assign transfer or in any manner make over the benefit of this Agreement to any person or persons whatsoever.
- (h) That he will not either during the continuance or after the termination of this Agreement divulge the terms of this Agreement or the Pricing Schedule or any subsequent arrangement to any person or persons whatsoever except as may be required by law.

3. The Merchant further agrees that on the termination of this Agreement:

- (a) He will forthwith return to the Manufacturer all copies of the Pricing Schedule and all catalogues and confidential documents supplied to him by the Manufacturer and will not make or retain any copies thereof.
- (b) He will not sell or otherwise dispose of any of the said Standard Products still remaining in his possession except at the prices and in accordance with the general conditions contained in the Manufacturer's current Pricing Schedule PROVIDED ALWAYS that if he shall return any of the said Standard Products carriage paid to the Manufacturer's works and if the same are received in good condition, the Manufacturer shall accept the Standard Products and shall credit the Merchant with them at the prices at which they were invoiced to the Merchant or at the current prices, whichever are the less. The cost of any reconditioning before resale by the Manufacturer shall be borne by the Merchant and paid to the Manufacturer on demand.

4. IF either party to this Agreement shall commit any breach of any of the provisions of this Agreement or shall make any arrangement or composition for the benefit of his creditors or permit any distress or execution to be levied upon his goods or effects or shall become bankrupt or being a limited company go into liquidation otherwise than for the purpose of reconstruction then the other Party shall be entitled by notice in writing forthwith to determine this Agreement.

5. THE Agreement shall be for a period of.....years from the date hereof and shall continue thereafter until determined by three months previous notice in writing by either party expiring at any time after.....

6. ANY notice given under this Agreement shall be served by sending it by registered post addressed to the registered office of the Manufacturer or of the Merchant if he be a corporation or addressed to his usual or last known place of business if he be not a corporation.

7. IN the event of the parties hereto being unable to agree upon any dispute or difference arising hereunder the same shall be referred under the Arbitration Acts 1889 to 1934 to the decision of a single Arbitrator to be agreed upon between the parties or failing agreement to be appointed by the President for the time being of the Federation of British Industries.

IN WITNESS WHEREOF etc.

16	9	523.7	627.2	538.7	543.3	634.4	12.4	- 1.9	12.1	11.4
17	9	197.5	270.0	200.2	205.1	223.2	8.5	-24.0	7.3	5.1
18	9	462.0	556.0	468.1	470.0	522.8	6.6	- 9.4	7.5	7.1
19	9	691.0	852.8	726.4	729.6	810.7	9.8	- 8.2	7.4	7.0
20	8	222.7	238.6	228.7	229.8	255.5	10.8	3.3	7.5	7.1
21	9	521.6	608.8	530.1	532.2	590.4	6.7	- 6.1	7.2	6.9
22	9	812.9	938.1	829.6	832.6	925.2	7.1	- 4.4	7.3	7.0
23	6	926.8	956.6	941.7	941.6	1113.2	12.3	10.8	12.4	12.4
24	7	591.1	669.4	620.9	623.9	693.2	9.7	0.4	7.4	7.0
25	4	155.3	184.9	161.0	163.5	188.0	15.4	- 1.7	11.4	10.0
26	5	189.3	232.9	196.0	200.4	229.1	15.4	- 5.0	11.4	9.5
27	5	251.9	297.3	258.5	261.5	296.7	10.7	- 3.5	9.9	8.9
28	5	204.2	235.3	210.1	211.8	240.9	13.2	- 1.0	9.8	9.1
29	5	271.1	303.9	278.3	279.5	320.2	10.9	1.8	10.1	9.7
30	5	523.8	586.9	537.6	539.4	622.7	11.5	2.4	10.7	10.4
31	8	460.8	515.9	474.1	476.1	543.4	10.2	1.8	9.8	9.4
32	5	340.9	379.1	353.6	354.0	405.3	11.5	3.2	9.8	9.7
33	5	715.0	796.6	740.3	740.8	848.9	10.8	2.9	9.8	9.7
34	5	593.7	657.8	617.6	618.2	707.9	11.1	3.8	9.8	9.7
35	5	219.5	250.8	226.5	227.9	258.5	13.1	-0.3	9.4	8.8
36	8	307.5	339.8	328.0	327.9	376.0	13.2	6.3	9.8	9.8
37	5	310.4	348.1	320.4	321.0	393.6	16.1	8.3	15.6	15.4
38	5	500.8	562.5	532.6	532.9	610.9	13.0	4.6	9.8	9.8
39	5	381.2	425.7	413.3	413.5	472.9	14.4	6.7	9.6	9.6
40	5	519.5	576.7	532.3	533.8	625.6	15.0	4.5	11.9	11.7
41	5	582.6	655.1	629.7	629.8	722.6	14.4	6.0	9.9	9.8
42	5	597.7	663.2	619.4	620.1	740.2	14.3	7.1	13.3	13.2
43	5	125.8	149.6	139.6	140.2	196.8	31.1	20.7	26.1	25.8
44	5	782.2	875.4	839.7	839.9	963.4	13.8	5.8	9.8	9.8
45	5	656.6	736.3	719.7	719.9	825.4	15.5	7.5	9.8	9.8
46	5	345.0	384.1	367.9	368.0	428.8	14.5	7.1	11.2	11.2
47	5	154.1	164.1	157.7	157.6	235.0	30.0	26.9	29.9	29.9

UNIT COSTS AND ESTIMATED RATES OF PROFIT FOR 164 TYPES OF WINDOW—*continued*

Item No.	COST DATA AS AT JANUARY, 1955					SELLING VALUE AS FROM 1ST MARCH, 1955	RATES OF PROFIT IN JUNE, 1955				
	Number of members submitting costs	Lowest cost	Highest cost	Hope formula weighted average cost (see Note 1)	Actual weighted average cost		As percentages of net selling prices (see Note 3)				
						(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
	No.	d.	d.	d.	d.	d.	Per cent.	Per cent.	Per cent.	Per cent.	
	SEMI-POPULAR TYPES										
48	6	179·3	219·3	185·7	187·2	220·3	16·6	— 2·5	12·7	12·0	
49	6	225·1	254·0	230·6	231·6	279·0	17·3	6·0	14·3	14·0	
50	6	176·8	216·9	183·2	186·6	220·3	17·7	— 1·5	13·8	12·3	
51	6	228·6	253·3	231·8	232·6	273·2	14·3	4·3	12·2	11·9	
52	9	232·9	290·0	239·4	242·6	282·0	15·4	— 5·8	12·1	11·0	
53	6	282·7	298·4	286·0	286·4	334·9	11·2	7·6	11·6	11·5	
54	6	291·5	318·4	297·7	297·9	349·5	14·6	5·6	11·8	11·8	
55	6	163·3	203·1	169·1	170·6	202·7	17·4	— 3·2	13·6	12·8	
56	9	77·2	99·8	82·6	85·0	96·9	15·9	— 6·0	11·8	9·3	
57	6	204·9	240·0	211·2	214·1	246·7	14·9	— 0·3	11·4	10·2	
58	6	568·6	591·1	573·3	573·8	672·6	11·1	8·8	11·8	11·7	
59	6	178·7	218·1	185·1	186·5	217·4	15·8	— 3·3	11·9	11·2	
60	6	93·5	107·4	98·5	99·3	114·6	14·0	3·0	11·0	10·4	
61	6	367·5	388·6	376·4	376·3	440·6	12·2	13·4	11·6	11·6	
62	6	635·6	666·5	646·9	647·4	754·9	10·8	8·4	11·3	11·2	
63	6	219·1	259·3	226·3	227·6	282·0	20·3	5·0	16·8	16·3	
64	6	294·7	319·1	301·1	301·7	352·5	12·0	11·1	11·6	11·4	
65	6	488·8	537·6	495·4	497·8	581·6	14·0	4·6	11·8	11·4	
66	6	382·0	406·5	387·1	388·4	475·8	15·3	16·2	15·6	15·4	
67	9	809·6	946·1	854·0	860·8	1,001·6	14·2	2·5	11·7	11·1	

68	6	237.5	274.3	241.2	242.7	296.7	18.0	4.5	15.7	15.2
69	6	323.0	346.7	333.9	334.2	399.5	14.7	9.9	13.4	13.3
70	6	847.0	873.8	851.5	852.2	998.7	13.2	9.5	11.7	11.7
71	6	926.9	952.5	933.4	933.2	1,095.6	11.0	9.8	11.8	11.8
72	9	252.5	351.5	258.8	261.5	302.5	14.5	-19.2	11.4	10.6
73	9	270.5	330.2	281.4	282.9	329.0	12.8	- 3.4	11.5	11.0
74	9	359.9	404.6	369.5	370.3	431.8	11.7	3.3	11.4	11.2
75	6	799.9	842.1	818.7	819.1	957.5	11.5	9.1	11.5	11.5
76	9	315.7	368.7	322.6	324.0	378.9	11.7	- 0.3	11.9	11.5
77	6	417.8	439.7	431.8	432.0	505.2	12.9	14.6	11.5	11.5
78	6	716.7	744.5	730.6	730.8	854.7	11.7	9.6	11.5	11.5
79	9	897.5	1,019.4	924.9	926.6	1,057.4	10.1	0.6	9.5	9.4
80	6	310.9	339.1	319.5	320.4	399.5	17.8	12.1	17.0	16.8
81	6	535.3	570.6	539.0	540.5	631.5	13.2	6.6	11.6	11.4
82	9	798.5	938.5	836.9	840.5	981.0	13.6	1.3	11.7	11.3
83	9	881.7	1,031.6	938.2	941.8	1,101.5	15.0	3.3	11.8	11.5
84	6	347.1	372.2	361.1	361.7	423.0	13.5	8.7	11.6	11.5
85	9	582.0	671.7	602.5	604.2	704.9	12.4	1.7	11.5	11.3
86	6	1,025.9	1,076.1	1,053.4	1,053.0	1,233.6	13.8	9.5	11.6	11.6
87	4	198.6	234.4	205.4	208.1	246.7	17.5	1.7	13.7	12.6
88	5	369.4	449.3	381.1	388.0	458.2	17.4	- 1.4	13.8	12.3
89	5	314.2	355.7	329.9	330.1	396.5	15.8	7.0	13.8	13.7
90	5	110.3	135.2	124.2	125.2	167.4	29.1	15.9	22.8	22.2
91	5	406.3	435.6	412.2	412.8	511.1	18.5	11.5	16.4	16.2
92	5	699.2	748.7	718.1	718.2	863.5	14.0	10.0	13.8	13.8
93	5	573.9	619.1	589.9	590.1	693.2	12.2	7.4	11.9	11.9
94	5	451.1	484.2	470.2	469.5	564.0	15.6	10.8	13.6	13.8
95	5	654.7	732.2	711.6	711.7	834.2	16.5	8.9	11.7	11.7
96	5	884.5	969.8	946.7	946.4	1,110.3	15.3	9.4	11.7	11.8
97	5	765.5	840.5	824.7	824.5	984.0	17.2	12.6	13.2	13.2
98	5	350.4	370.4	363.2	363.0	437.7	15.5	12.1	14.0	14.1
99	4	652.9	715.9	697.9	697.9	840.0	17.3	11.5	13.9	13.9
100	4	762.0	836.3	823.8	823.8	992.8	18.2	13.8	14.0	14.0

UNIT COSTS AND ESTIMATED RATES OF PROFIT FOR 164 TYPES OF WINDOW—continued

Item No.	COST DATA AS AT JANUARY, 1955					SELLING VALUE AS FROM 1ST MARCH, 1955	RATES OF PROFIT IN JUNE, 1955			
	Number of members submitting costs	Lowest cost	Highest cost	Hope formula weighted average cost (see Note 1) (5)	Actual weighted average cost (6)	Estimated net selling price (see Note 2) (7)	As percentages of net selling prices (see Note 3)			
							On lowest cost (8)	On highest cost (9)	On Hope formula weighted average cost (see Note 1) (10)	On actual weighted average cost (11)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
	No.	d.	d.	d.	d.	d.	Per cent.	Per cent.	Per cent.	Per cent.
	UNPOPULAR TYPES									
101	9	46.5	68.9	49.2	52.0	61.7	20.2	-14.7	17.3	12.7
102	6	86.5	98.8	92.3	92.5	114.6	20.1	10.5	16.5	16.3
103	6	63.0	78.3	67.3	69.0	85.2	21.7	4.8	18.0	16.0
104	6	422.2	442.6	431.1	431.9	534.6	16.6	13.9	16.4	16.2
105	6	71.7	87.3	77.3	79.1	96.9	21.6	6.6	17.2	15.4
106	6	187.1	241.8	193.2	196.5	240.9	20.3	-3.4	16.8	15.4
107	6	239.3	263.2	241.6	242.4	296.7	17.3	8.3	15.6	15.3
108	5	299.4	316.0	304.9	305.3	373.0	15.3	12.0	15.3	15.2
109	6	321.0	351.3	325.6	326.4	399.5	17.6	9.1	15.5	15.3
110	6	169.0	198.2	174.9	176.3	217.4	20.3	5.8	16.5	15.9
111	9	94.6	112.7	102.1	104.1	126.3	20.7	7.8	16.2	14.6
112	6	215.5	266.2	221.4	224.1	273.2	19.1	-0.4	16.0	15.0
113	6	618.4	652.9	629.0	630.2	778.4	16.2	13.1	16.2	16.0
114	6	190.9	229.3	196.5	198.0	240.9	18.8	1.8	15.4	14.8
115	6	119.3	134.3	127.2	127.8	152.7	17.5	8.7	13.7	13.3
116	6	228.7	268.9	236.7	239.4	302.5	22.4	8.1	18.8	17.9
117	6	425.9	455.9	440.0	440.5	540.5	16.8	17.3	15.6	15.5
118	6	256.3	290.5	262.5	264.1	331.9	20.8	9.5	17.9	17.4
119	6	483.4	515.8	502.5	502.4	622.7	18.0	13.9	16.3	16.3
120	7	555.9	606.8	568.0	570.3	672.6	12.4	6.8	12.6	12.2

121	4	54.8	66.5	56.2	57.2	70.5	17.3	2.4	17.3	15.9
122	4	95.3	115.0	105.4	106.0	135.1	24.5	11.6	19.0	18.5
123	4	256.0	279.0	263.0	263.0	331.9	17.9	12.6	17.8	17.8
124	4	73.2	84.3	75.7	76.2	96.9	19.5	9.7	18.9	18.4
125	4	180.6	204.9	187.5	189.0	243.8	22.6	11.6	20.1	19.5
126	4	241.4	268.2	247.7	247.8	314.3	21.2	11.4	18.2	18.2
127	4	297.7	332.6	312.2	312.8	393.6	19.4	12.2	17.7	17.5
128	4	88.8	99.5	92.5	92.6	117.5	19.4	12.0	18.3	18.2
129	4	221.0	274.7	227.7	232.9	287.9	21.2	1.3	17.9	16.1
130	4	102.4	115.0	106.7	106.7	135.1	19.2	11.6	18.0	18.0
131	4	237.2	271.3	244.8	246.6	284.9	14.7	1.5	11.1	10.4
132	4	83.1	95.6	87.7	88.2	111.6	21.1	11.0	18.4	18.0
133	4	201.8	244.0	208.3	212.1	264.4	21.7	4.4	18.2	16.8
134	4	253.6	279.1	259.7	259.4	329.0	20.9	11.9	18.1	18.2
135	4	269.6	320.8	280.0	283.9	352.5	19.1	5.7	17.6	16.5
136	4	316.6	329.5	326.2	325.9	411.2	18.6	17.9	17.7	17.7
137	4	392.9	471.2	404.3	410.6	511.1	21.1	4.5	17.9	16.7
138	4	349.3	391.8	363.9	364.7	458.2	18.8	11.2	17.6	17.4
139	4	110.2	121.1	114.6	114.5	146.9	20.6	14.3	19.0	19.1
140	4	215.5	246.5	220.8	222.3	279.0	20.8	8.3	17.9	17.3
141	4	233.0	285.6	239.5	244.4	302.5	21.0	2.3	17.8	16.2
142	4	292.8	324.6	301.4	301.7	381.8	18.9	11.7	18.1	18.0
143	6	489.7	547.7	508.8	510.1	643.2	18.9	11.5	17.9	17.7
144	4	567.3	628.3	584.0	584.0	737.2	18.6	11.5	17.8	17.8
145	4	384.2	421.4	399.4	398.8	505.2	19.6	13.3	17.9	18.1
146	4	773.6	850.6	797.1	797.1	1,004.5	18.0	12.0	17.6	17.6
147	4	663.1	724.3	689.7	688.2	869.4	19.3	13.4	17.7	17.8
148	4	127.8	146.7	137.9	139.3	176.2	23.1	13.4	18.7	17.9
149	4	242.3	272.4	249.2	249.9	314.3	20.9	10.0	17.7	17.5
150	4	257.6	283.9	264.6	264.6	326.0	16.0	9.6	15.8	15.8
151	4	333.8	368.8	343.4	343.4	423.0	16.1	9.5	15.8	15.8
152	4	559.3	614.5	588.8	588.8	743.1	19.7	14.0	17.8	17.8
153	4	451.5	490.0	481.7	481.7	608.0	20.7	17.4	17.8	17.8
154	4	570.0	624.4	585.9	585.9	725.5	16.4	10.6	16.2	16.2
155	4	462.4	501.9	477.3	477.3	572.8	14.3	9.1	13.7	13.7

UNIT COSTS AND ESTIMATED RATES OF PROFIT FOR 164 TYPES OF WINDOW—Continued

Item No.	COST DATA AS AT JANUARY, 1955					SELLING VALUE AS FROM 1ST MARCH, 1955	RATES OF PROFIT IN JUNE, 1955			
	Number of members submitting costs	Lowest cost	Highest cost	Hope formula weighted average cost (see Note 1)	Actual weighted average cost	Estimated net selling price (see Note 2)	As percentages of net selling prices (see Note 3)			
							On lowest cost	On highest cost	On Hope formula weighted average cost (see Note 1)	On actual weighted average cost
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
	No.	d.	d.	d.	d.	d.	Per cent.	Per cent.	Per cent.	Per cent.
				UNPOPULAR TYPES (continued)						
156	4	644.6	704.6	664.8	664.8	816.5	16.1	10.4	15.6	15.6
157	4	875.9	961.5	931.0	931.0	1,172.0	20.3	14.7	17.6	17.6
158	4	769.5	837.9	808.5	808.5	989.8	17.3	12.0	15.3	15.3
159	4	380.1	411.0	400.9	400.9	470.0	14.1	9.3	11.7	11.7
160	4	632.5	695.1	665.4	665.4	819.5	17.8	11.9	15.8	15.8
161	4	525.3	572.6	558.1	558.1	660.9	15.5	10.1	12.6	12.6
162	4	725.0	793.4	780.3	780.3	934.0	17.4	11.8	13.5	13.5
163	4	978.2	1,074.9	1,058.4	1,048.4	1,268.9	17.9	12.0	13.6	13.6
164	3	917.0	969.1	949.4	954.3	1,089.7	11.4	9.1	9.9	9.4

Notes:—

1. Hope formula weighted average costs are, for each item, determined by taking the weighted average costs of the three largest makers together with the costs, similarly weighted, of any makers whose costs are lower than the lowest of these three; provided that if the cost of any of the three largest makers exceeds the lowest of the three by more than 10 per cent., their costs shall be assessed at 10 per cent. above the lowest of the three and no more.

2. Estimated net selling prices are arrived at by increasing the Minimum Association Prices (M.A.P.) by 3.06 per cent. (being the weighted average amount by which actual selling prices exceeded the minima for the six months to 30th June, 1955) and by reducing the results by 5 per cent. (being the allowance for cash discounts).

3. (a) In columns 8 to 11 rates of profit are shown as percentages of selling prices. This is contrary to the practice which has been followed elsewhere in the report of expressing rates of profit as percentages of costs and has been done to facilitate comparison with the estimated rates of profit provided for in the M.W.A.'s formulae for determining prices (see paragraphs 131, 133 and 139).

(b) The estimated profit margins shown in columns 8, 9, 10 and 11 allow for the average increase of approximately 3 per cent. in costs which occurred since the cost survey on which the 1st March selling prices had been determined but before those selling prices effectively came into operation.

(c) The estimated profit margins on the Hope formula costs and the weighted average costs (columns 10 and 11) are based on the selling prices shown in column 7 and thus take into account the overall weighted average amount (3.06 per cent.) realised above the minimum prices. For the purposes of the estimated profits on the lowest and highest costs (columns 8 and 9), however, the average amounts realised above the minimum prices by the particular manufacturers concerned during the six months ended 30th June, 1955 have been used.

4. Losses are prefixed by a minus (—) sign.

APPENDIX 9

[Referred to in paragraph 129]

THE METAL WINDOW ASSOCIATION LIMITED UNIT COSTS AND ESTIMATED RATES OF PROFIT FOR 8 TYPES OF DOOR

Item No.	Hope weighted average cost*	M.A.P. (less 5 per cent. cash discount)	Rate of profit	
			on Hope weighted average cost	on M.A.P. (less 5 per cent. cash discount)
	<i>d.</i>	<i>d.</i>	Per cent.	Per cent.
D 1	1,570·0	1,963·7	25·1	20·0
D 2	2,357·7	2,784·5	18·1	15·3
D 3	2,436·4	2,790·2	14·5	12·7
D 4	2,471·6	2,929·8	18·5	15·6
D 5	1,644·1	2,000·7	21·7	17·8
D 6	2,476·9	2,835·8	14·5	12·7
D 7	2,561·0	2,841·5	11·0	9·9
D 8	2,604·1	2,984·0	14·6	12·7

Weighted average profit (based on Crittall's sales of the eight types of doors for the three months ended 31st December, 1955)

19·7 16·4

* December, 1955, based on 70 per cent. activity and adjusted by the M.W.A. to take account of March, 1956 wage award and May, 1956 steel increases.

APPENDIX 10

[Referred to in paragraph 130]

THE METAL WINDOW ASSOCIATION LIMITED

UNIT COSTS FOR 21 TYPES OF WINDOW

Item No.	JANUARY 1956					JANUARY 1955	Increase in actual weighted average cost between Jan. 1955 and Jan. 1956
	Number of costs submitted	Lowest cost	Highest cost	Hope formula weighted average cost	Actual weighted average cost	Actual weighted average cost	
	No.	<i>d.</i>	<i>d.</i>	<i>d.</i>	<i>d.</i>	<i>d.</i>	per cent.
3	8	184.8	210.5	190.1	190.8	181.3	5.2
4	8	200.0	223.7	205.5	206.2	195.9	5.3
11	8	298.7	317.4	309.5	309.9	296.8	4.4
12	8	491.7	533.7	507.2	508.2	486.5	4.5
13	8	743.7	816.0	788.8	790.7	759.2	4.1
14	7	816.7	886.8	867.5	867.7	835.2	3.9
17	8	209.4	231.7	214.9	215.6	205.1	5.1
21	8	537.2	579.0	553.3	554.3	532.2	4.2
22	8	830.7	889.7	863.9	865.6	832.6	4.0
24	7	634.0	671.2	647.5	648.0	623.9	3.9
31	7	483.2	529.8	494.4	494.8	476.1	3.9
36	7	327.8	354.1	342.9	342.9	327.9	4.6
60	8	98.1	111.4	105.5	105.9	99.3	6.6
71	7	895.9	992.9	968.1	968.1	933.2	3.7
76	8	322.6	345.7	337.1	337.4	324.0	4.1
79	7	904.5	980.3	961.3	961.4	926.6	3.8
86	7	998.6	1,114.9	1,090.2	1,090.2	1,053.0	3.5
98	6	358.7	385.6	375.5	375.5	363.0	3.4
115	8	124.8	138.6	135.8	135.6	127.8	6.1
120	7	581.4	621.0	593.1	594.0	570.3	4.2
143	6	517.1	554.0	529.0	528.2	510.1	3.5

INDEX

	<i>Page</i>
Abbreviations	vi
Alternative products	7-8, 58, 60, 63, 71-72, 76, 80-81
<i>see also</i> Price cutting; Windows and doors: Wood.	
Architects:	
associations' comments	57-58
views	58-60
British Metal Window Manufacturers' Association Limited (The)	3
British Standards Institution [B.S.I.]: specifications	2-8, 14, 18, 19
views on	41, 57-59, 61-67
Builders:	
association's comments	58
views	58-60
Builders' Merchants Alliance	11
Building Industry Distributors	63
Building Research Station	12
Cement Costs Report	17, 67, 80-81
Common prices, <i>see</i> Pricing arrangements, M.W.A.'s.	
Competition, <i>see</i> Alternative products; Imports; Independent manufacturers.	
arrangements for meeting, <i>see</i> Price cutting <i>and under</i> Independent manufacturers.	
Conclusions and recommendations, Summary of Commission's	42-43, 85
Conditions of trading, Standard	9-11, 29, 73-74, 83, 98-99
Contracts, Government	15-16, 22, 62
Costing arrangements, M.W.A.'s:	
cost determination	18, 20, 25, 40-41, 43-46, 48-50, 67-70, 100-108
costing system, uniform	17, 20, 43-44, 50-51, 68
exchange of information	50-52, 67-69
—Commission's comments	52-53, 77-79
investigation:	
—Commission's	49-50, 52-53, 71, 77-79, 82
—Ministry of Works'	13-16, 24, 43, 68
<i>see also</i> Pricing arrangements, M.W.A.'s: method of calculation.	
<i>see also under</i> Crittall Manufacturing Co. Ltd.	
Crittall Manufacturing Co. Ltd.:	
Commission's conclusions	84-85
costs and profits	49-50, 54-57, 69-70, 78
distribution, methods of	7, 35-36
merchants, relations with	30, 35-36
M.W.A.: position in	9-11, 17-18, 27, 31, 37-42, 44, 71
production, range and methods of	35
rustproofing	13, 18, 36, 39
sales of standard metal windows	8, 27-28, 35, 42
standardization	18, 41-42
subsidiaries and associates	33-35
<i>see also</i> Tripartite Agreement, 1936.	
<i>see also under</i> Darlington & Simpson Rolling Mills Ltd.; Metal Window Association; Pricing arrangements, M.W.A.'s.	
Darlington & Simpson Rolling Mills Ltd.	4-5, 12
Crittall's interest in	34, 36
—Commission's conclusions	84
—views on	67

	<i>Page</i>
Delivered prices, Uniform	22
Commission's conclusions	83, 85
M.W.A.'s case	73
Discounts:	
between M.W.A. members	10, 31, 36
cash, common	23
independent manufacturers'	30
M.W.A.'s case	73-74
to merchants	11, 29-30
<i>see also</i> Rebates, Quantity.	
Distribution, Methods of	7, 29, 35
Doors, <i>see</i> Windows and doors: standard metal.	
Enforcement of arrangements, <i>see under</i> Metal Window Association Ltd.	
Enquiries, Reportable	23-24, 27, 92-93
merchants' agreement	29
<i>see also</i> Quota and allocation arrangements, 1937-49.	
Federation of Builders' Merchants	11
Fines	21, 25, 72, 95
Government controls:	
steel	4, 16
<i>see also</i> Price control: non-statutory.	
Government departments, <i>see</i> Contracts, Government; Health, Ministry of; Works, Ministry of.	
Health, Ministry of	3
Hope, Henry, & Sons, Ltd.:	
Crittall, relations with	34-37
M.W.A., relations with	9, 27, 44-45
rustproofing	13
sales of standard metal windows	8, 27
<i>see also</i> Tripartite Agreement, 1936.	
Ideal Casements (Reading) Ltd.:	
competition from	26
M.W.A., relations with	19
sales of standard metal windows	9
Import duties:	
on standard metal windows	8
on steel sections	4
Import Duties Advisory Committee	11
Imports	8
Incorporated Association of Architects and Surveyors	58
Independent manufacturers	8-9, 90
competition from	26, 80-81
—arrangements to meet	10, 12-13, 72
<i>see also</i> Price cutting; Steel Sash and Casement Rollers' Association.	
costs and profits	54-57
merchants' relations with	30
prices	28
—views on	59, 61-62
rustproofing	9
sales of standard metal windows	9
supplies to: M.W.A.'s policy	10, 31-33, 36
—Commission's conclusions	83-84
views on	59, 61-64, 72
<i>see also</i> Ideal Casements (Reading) Ltd.	

	<i>Page</i>
Intertrading arrangements	8, 31-32, 74
Legislation, Monopolies and restrictive practices: effect of	17-18, 38-39
Local authorities: views	60-62
Manufacturers	3, 8, 75-76
<i>see also</i> Independent manufacturers.	
<i>see also under</i> Metal Window Association Ltd.	
Merchants:	
agreement, standard	11, 29-30, 73-74, 98-99
position in trade	7, 29-30
terms to	29-30, 35-36, 64
—M.W.A.'s comments	73-74
view	63-64
<i>see also</i> Price maintenance, Resale.	
Metal Window Association Limited (The) [M.W.A.]:	
arrangements, summary of	76
competition, arrangements to meet, <i>see</i> Price cutting.	
Crittall's views on	40-42
enforcement	21, 25, 72, 91, 94-96
exchange of technical and costing information	52-53, 68, 77, 79
formation	3, 9
members' costs and profits	45-48, 50, 54-57, 100-107
—Commission's conclusions	78-81
—M.W.A.'s comments	70-72
members' sales of standard metal windows	8, 19, 42
membership	9, 13, 19-20, 89, 91
objects	9
organization	20
price policy, <i>see</i> Pricing arrangements, M.W.A.'s.	
— <i>see also</i> Costing arrangements, M.W.A.'s; Price maintenance, Resale; Pricing arrangements, M.W.A.'s.	
quota arrangements, past, <i>see</i> Quota and allocation arrangements, 1937-49.	
standardization policy	12, 18-20
—Commission's conclusions	80
—views on	41-42, 58-60, 63, 65-66
— <i>see also</i> British Standards Institution.	
technical development, views on	60, 62, 66-67
Works, Ministry of, relations with	13-14
National Federation of Building Trades Employers: comments	58
Orders:	
monthly returns of	21, 94
placing of	7
<i>see also</i> Rebates, Quantity.	
Parkes, Josiah, & Sons Ltd.: arrangement with M.W.A.	32-33, 76
Patents	33
Price control: non-statutory	14-15, 23
Price cutting: against competition	10, 23-28, 94, 97
amendments to scheme	23-24, 26-27, 96-97
Commission's conclusions and recommendation	76, 81-82, 85
independent manufacturers' comments	28
M.W.A.'s case	71-72
nominations	27-28
scope and effectiveness	27-28
Price maintenance, Resale	11, 24, 29, 35-36, 63-64
Commission's conclusions	83
Crittall's views	41
M.W.A.'s views	73

Prices, Independent manufacturers', *see under* Independent manufacturers.

Pricing arrangements, M.W.A.'s:

Commission's conclusions	...	...	...	...	...	77-81
Crittall's attitude	...	...	...	...	37-42, 43, 45-46, 69, 71, 78-79	
current prices	...	...	...	...	...	21-28, 92-97
history	...	...	...	...	3, 9-10, 13-14, 17-18, 24-25, 32, 40-41, 46-49	
method of calculation	...	...	...	...	...	14-15, 23-25, 46-47, 50
—Commission's conclusions	...	...	...	...	...	77-79
—M.W.A.'s case	...	...	...	...	...	69-73
— <i>see also</i> Costing arrangements M.W.A.'s.						
propaganda for common prices	...	...	...	...	...	25
views on	...	...	...	...	...	59-64, 66-67
<i>see also</i> Delivered prices, Uniform; Discounts; Price maintenance, Resale; Rebates, Quantity.						

Processes, Manufacturing ... 5, 6, 35, 76

Profits, *see under* Independent manufacturers; Metal Window Association Ltd.

Purpose made windows and doors, *see under* Windows and doors.

Quality of products:

Commission's comments	...	...	...	...	...	79
M.W.A.'s comments	...	...	...	...	...	41, 67, 69
views on	...	...	...	...	...	59, 61-63

Quota and allocation arrangements, 1937-49

M.W.A.'s comments	...	...	...	...	10, 13-14, 16-17, 38-39	
<i>see also</i> Tripartite Agreement, 1936.						75

Raw materials

...	4-5
-----	-----	-----	-----	-----	-----	-----

Rebates, Quantity ... 21-22, 29-30, 44

Commission's conclusions and recommendation	...	...	...	...	...	82-83
M.W.A.'s case	...	...	...	...	...	71, 73
views on	...	...	...	...	...	64

Recommendations, Summary of Commission's

...	85
-----	-----	-----	-----	-----	-----	----

Reference, Terms of ... 1, 86-87

Royal Institute of British Architects [R.I.B.A.] ... 57-58, 65

Rustproof Metal Window Co. Ltd. ... 11-13, 28

Rustproofing ... 4-9, 35, 76

costs	...	...	...	...	...	51, 53, 55
independent manufacturers'	...	...	...	...	...	9
M.W.A.'s policy	...	...	...	...	12-14, 18, 31-32, 41-42, 74, 94	
—views on	...	...	...	...	...	60, 63, 66
prices	...	...	...	...	...	15, 18, 22
views on	...	...	...	...	...	59, 61, 63

Sales of standard metal windows ... 2, 3, 8, 75

Sections, Steel ... 3, 4, 55

arrangements affecting supply, <i>see</i> Steel Sash and Casement Rollers' Association.						
consumption	...	...	...	...	...	4
cost savings	...	...	...	...	...	51-53, 68
government control, <i>see under</i> Government controls.						
imports	...	...	...	...	...	4
manufacturers	...	...	...	...	...	4
— <i>see also</i> Darlington & Simpson Rolling Mills Ltd.						
standardization	...	...	...	...	...	3, 4, 12

South Yorkshire Woodworking Co. Ltd.: M.W.A.'s arrangements with ... 32

Commission's conclusions	...	...	...	...	...	84
M.W.A.'s case	...	...	...	...	...	74-75

	<i>Page</i>
Standard Metal Window Scheme	21-23, 25-26, 92-97
Commission's conclusions	78-82
earlier schemes	9-10, 17, 31
—see also Quota and allocation arrangements, 1937-49.	
M.W.A.'s case	71-73
Standardization	3, 12, 14, 18-19
M.W.A.'s contribution: views on	41, 60, 63, 66
sections, <i>see under</i> Sections, Steel.	
views on	57-59, 61, 63
<i>see also</i> British Standards Institution.	
Steel, <i>see</i> Sections, Steel.	
Steel Sash and Casement Rollers' Association: M.W.A.'s arrangement with	11, 13, 75
Steel Window Association (The) [S.W.A.]	3, 12
Steel Window Manufacturers' Association (The) [S.W.M.A.]	11-13
Supply, Ministry of	13, 15-16
Surrounds	4, 5, 19, 32
wood: preferential buying arrangements, <i>see</i> South Yorkshire Wood- working Co. Ltd.	
Tendering arrangements	7, 59-61, 63
for government contracts	13-16, 62
<i>see also</i> Enquiries, Reportable.	
Trades Unions: views	66
Tripartite Agreement, 1936	10-11, 17†, 36-37
Williams & Williams Ltd.	7-9, 18, 19, 27, 44
Windows and doors:	
aluminium	7-8, 23, 58, 60, 76
steel:	
—agricultural	2, 7, 19
—covered by inquiry	2
—purpose made	2-3, 5, 10, 23
—sales, total	2
—standard industrial sash	2
—standard metal	2, 3, 5, 61
wood	3
—competition from	7, 10, 23-24, 26-27, 58-60, 63, 67, 76
Witnesses	88
Works, Ministry of:	
cost investigations, <i>see under</i> Costing arrangements, M.W.A.'s.	
M.W.A., relations with	13-16
— <i>see also</i> Contracts, Government; Price Control: non-statutory.	
views	62