FEDERAL REGISTER

VOLUME 6 NUMBER 41

Washington, Friday, February 28, 1941

The President

EXECUTIVE ORDER

EXTENDING THE LIMITS OF THE CUSTOMS PORT OF ENTRY OF JONESPORT, MAINE, IN CUSTOMS COLLECTION DISTRICT NO. 1 (MAINE AND NEW HAMPSHIRE)

By virtue of the authority vested in me by section 1 of the act of August 1, 1914, 38 Stat. 609, 623 (U.S.C., title 19, sec. 2), it is ordered that the limits of the customs port of entry of Jonesport, Maine, in Customs Collection District No. 1 (Maine and New Hampshire), be, and they are hereby, extended to include the towns (townships) of Beals, Jonesboro, Roque Bluffs, and Machiasport, State of Maine.

This order shall become effective on the thirtieth day following the date hereof.

FRANKLIN D ROOSEVELT

THE WHITE HOUSE,
February 25, 1941.

[No. 8695]

[F. R. Doc. 41-1417; Filed, February 26, 1941; 12:38 p. m.]

Rules, Regulations, Orders

TITLE 7—AGRICULTURE

CHAPTER IV—FEDERAL CROP INSURANCE CORPORATION

[FCI-Regulations-101-W]

PART 403—1941 WHEAT CROP INSURANCE REGULATIONS

PAYMENT OF INDEMNITY, AMENDMENTS

By virtue of the authority vested in the Federal Crop Insurance Corporation by the Federal Crop Insurance Act, approved February 16, 1938, as amended by Public Law No. 691, 75th Congress, approved June 22, 1938, the Wheat Crop Insurance Regulations [1] are amended, as follows:

[1] 5 F.R. 2253.

§ 403.71 of said regulations is amended to read, as follows:

§ 403.71 *Manner of payment of indemnity.* The indemnity under any insurance contract for which the Corporation may be liable shall be paid by immediate settlement in the cash equivalent or by deferred settlement. The insured may indicate in his statement in proof of loss whether he wishes the indemnity to be paid by immediate settlement in the cash equivalent or by deferred settlement, but the Corporation reserves the right to make payment in a form other than that indicated by the insured. If the insured indicates that a deferred settlement is desired, the Corporation will issue a certificate of indemnity to the insured indicating the number of bushels of indemnity due and the date of approval of the statement in proof of loss. This certificate of indemnity may be used—

(a) To establish the cash equivalent of the indemnity;

(b) To secure a loan made available by the Commodity Credit Corporation; or

(c) To secure a warehouse receipt if wheat is available.

§ 403.72 of said regulations is amended to read, as follows:

§ 403.72 *Immediate payment of indemnity in the cash equivalent.* Where an indemnity is paid in cash equivalent by immediate settlement, the amount thereof shall be computed by multiplying the amount of loss, in terms of bushels of wheat, of the class and grade specified for the payment of the premium for the insurance contract, by the price of such wheat at the current basic market, as determined by the Corporation, less the amount per bushel fixed by the Corporation representing the price differential. The current basic market price for any class or grade of wheat at such basic market shall be the basic market price, determined by the Corporation, for the day when the claim for indemnity is approved for payment by the Corporation.

CONTENTS

THE PRESIDENT

(Continued on next page)

FEDERAL REGISTER

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CONTENTS—Continued

CONTENTS—Continued

§ 403.73 of said regulations is amended to read, as follows:

§ 403.73 *Payment of indemnity by deferred settlement.* Where the insured has indicated that a deferred settlement is desired, the Corporation will issue a certificate of indemnity to the insured indicating the number of bushels of indemnity due and the date of approval of the statement in proof of loss. This certificate of indemnity may be used:

(a) To establish the cash equivalent of the indemnity, in which case the insured shall give notice to the Corporation, by signing the certificate and returning the same to the appropriate branch office of the Corporation, that he desires his cash equivalent to be established. The cash equivalent shall be determined in the manner provided in section 72 except that (1) the basic market price used shall be the basic market price, as determined by the Corporation, for the day when the certificate of indemnity is received in the appropriate branch office of the Corporation or the date of the expiration of the certificate of indemnity, whichever is earlier, and (2) a deduction shall be made, in addition to the deduction of the price differential, of an amount per bushel, based on the length of time elapsing between the date of approval of the statement in proof of loss and the date the price used for computing the cash equivalent is established. Such deduction shall be at the rate of one-half (½) cent per bushel for each fifteen (15) day period or fraction thereof after the first fourteen (14) days which shall be free. The period for computing this deduction shall begin with and include the day following the date on which the statement in proof of loss is approved by the Corporation and shall end with and include the date on which the prices used in computing the cash equivalent are based. The expiration date of the certificate of indemnity shall be the final date for the securing of wheat loans made available by the Commodity Credit Corporation or ninety (90) days after the date of issuance of the certificate, whichever is later. If any of these dates fall on other than a business day, the date of the next following business day shall be used. Subject to the provisions of paragraph (b), the certificate of indemnity shall not be assignable, and the provisions of §§ 403.84, 403.86, 403.87, 403.89 shall be applicable to all settlements effected by means of a certificate of indemnity;

(b) To secure a loan made available by the Commodity Credit Corporation (if loans are made available with respect to the 1941 wheat crop), in accordance with instructions issued by the Commodity Credit Corporation. The insured, on a form prescribed by the Corporation, may, at any time during the period of the loan, notify the Corporation that he desires to liquidate such loan, and request that the cash equivalent of the indemnity be established. The cash equivalent of the indemnity will be established on the basis of the prices in effect on the date that the request of the insured is received in the appropriate branch office of the Corporation. The amount of the cash equivalent shall be computed in the same manner as is provided in paragraph (a). If the amount of the cash equivalent is not sufficient to liquidate the loan and charges in connection therewith, the Corporation shall notify the producer of this fact;

(c) To secure a warehouse receipt, if the Corporation determines that wheat is available for the payment of the indemnity, at any time prior to the expiration of the certificate of indemnity. Where an indemnity is paid in wheat, payment shall be made in the form of a warehouse receipt representing flat wheat of the number of bushels approved by the Corporation as the amount of loss or of such portion thereof as the insured may request, and of the basic class and grade specified for the payment of the premium for the insurance contract, or its equivalent in wheat of any other class, grade, or quality, as determined by the Corporation. However, in any case where the indemnity or any portion thereof is paid in wheat, a deduction will be made of a number of bushels equal in value to the deduction that would have been made under paragraph (a) had the indemnity been paid in the cash equivalent. In the event only a portion of the indemnity is paid in wheat, payment of the balance of the indemnity will be effected by the issuance to the insured of a new certificate of indemnity representing such balance. Settlements under this subsection will be made only if the request of the insured is received by the Corporation prior to the expiration date of the certificate of indemnity.

Adopted by the Board of Directors on December 26, 1940.

[SEAL] R. M. EVANS,
Chairman.

Approved: February 26, 1941.

CLAUDE R. WICKARD,
Secretary of Agriculture.

[F. R. Doc. 41-1470; Filed, February 27, 1941; 11:36 a. m.]

CHAPTER IX—SURPLUS MARKETING ADMINISTRATION

PART 932—MILK IN FORT WAYNE, INDIANA MARKETING AREA

SUSPENSION OF CERTAIN PROVISIONS REGULATING THE HANDLING OF MILK

Whereas the Secretary of Agriculture of the United States of America, pursuant to the powers conferred upon the Secretary by Public Act No. 10, 73d Congress, as amended and as reenacted and amended by the Agricultural Marketing Agreement Act of 1937, issued, effective October 15, 1938, an order regulating the handling of milk in the Fort Wayne, Indiana, marketing area, and issued, effective September 1, 1939, an order, as amended,[1] regulating the handling of milk in the Fort Wayne, Indiana, marketing area, and issued, effective February 15, 1940, amendment No. 1 to said order, as amended; and

Whereas the Secretary finds that the provisions of said order, as amended, relating to payments to "new producers" as defined in said order, as amended, obstruct and do not tend to effectuate the declared policy of the act, and for that reason said provision should be suspended:

Now, therefore, Claude R. Wickard, Secretary of Agriculture of the United States of America, pursuant to the powers conferred upon the Secretary by Public Act No. 10, 73d Congress, as amended and as reenacted and amended by the Agricultural Marketing Agreement Act of 1937, hereby finds that the sections of said order, as amended, hereinafter named obstruct and do not tend to effectuate the declared policy of the act, and hereby suspends, effective February 1, 1941, § 932.7 (b) (2), § 932.8 (a) (2), and the phrase "other than milk represented by the amount subtracted in subparagraph (2) of this paragraph" in § 932.7 (b) (5).

This order of suspension shall not otherwise affect any of the other provisions of said order, as amended, and shall not be deemed to waive any violation of any of the provisions herewith suspended if such violation occurred prior to February 1, 1941.

In witness whereof, Claude R. Wickard, Secretary of Agriculture of the United States, has executed this order in duplicate, and has hereunto set his hand and caused the official seal of the Department of Agriculture to be affixed in the city of Washington, District of Columbia, this 27th day of February 1941.

[SEAL] CLAUDE R. WICKARD,
Secretary of Agriculture.

[F. R. Doc. 41-1466; Filed, February 27, 1941; 11:35 a. m.]

[1] 5 F.R. 665.

[Order No. 35, Amendment No. 1]

PART 935—MILK IN OMAHA-COUNCIL BLUFFS MARKETING AREA

AMENDMENT NO. 1 TO THE ORDER REGULATING THE HANDLING OF MILK IN THE OMAHA-COUNCIL BLUFFS MARKETING AREA

Whereas the Secretary of Agriculture, pursuant to the powers conferred upon the Secretary by Public Act No. 10, 73d Congress, as amended and as reenacted and amended by the Agricultural Marketing Agreement Act of 1937, issued, effective April 5, 1939, an order regulating the handling of milk in the Omaha-Council Bluffs marketing area; and

Whereas the Secretary having reason to believe that the issuance of an amendment to said order would tend to effectuate the declared policy of the act, gave, on the 26th day of November 1940, notice of a public hearing which was held on the 10th day of December 1940, at Omaha, Nebraska, on a proposal to amend said order, and at said time and place conducted a public hearing at which all interested parties were afforded an opportunity to be heard on the proposal to amend said order; and

Whereas after such hearing handlers of more than fifty (50) percent of the volume of milk covered by such order, which is marketed within the Omaha-Council Bluffs marketing area, refused or failed to sign a tentatively approved marketing agreement, as amended, regulating the handling of milk in the same area in the same manner as said order, as amended; and

Whereas the requirements of section 8c (9) of said act have been complied with; and

Whereas the Secretary finds, upon the evidence introduced at the above-mentioned public hearing, said findings being in addition to the findings made upon the evidence introduced at the original hearing on said order, and being in addition to the other findings made prior to or at the time of the original issuance of said order (all of which findings are hereby ratified and affirmed save only as such findings are in conflict with the findings hereinafter set forth): [1]

§ 935.0 *Findings* (a) That the prices calculated to give milk handled in said marketing area a purchasing power equivalent to the purchasing power of such milk, as determined pursuant to section 2 and section 8e of said act, are not reasonable in view of the prices of feeds, the available supplies of feeds, and other economic conditions which affect the market supply of and demand for milk, and that the minimum prices set forth in this amendment to said order are such prices as will reflect such factors, insure a sufficient quantity of pure and wholesome milk, and be in the public interest;

(b) That the order, as hereby amended, regulates the handling of milk in the same manner as, and is applicable only to handlers specified in the tentatively approved marketing agreement, as amended, upon which a hearing has been held; and

(c) That the issuance of this amendment to the order and all of its terms and conditions, as so amended, will tend to effectuate the declared policy of the act.

Now, therefore, the Secretary of Agriculture, pursuant to the powers conferred upon him by Public Act No. 10, 73d Congress, as amended and as reenacted and amended by the Agricultural Marketing Agreement Act of 1937, hereby orders that the order regulating the handling of milk in the Omaha-Council Bluffs marketing area be and it hereby is amended as follows:

1. Delete § 935.4 (a) (1) and substitute therefor the following:

(1) Class I milk—$2.25 per hundredweight: *Provided*, That with respect to Class I milk disposed of by a handler under a program approved by the Secretary for the sale or disposition of milk to low-income consumers, including persons on relief, the price shall be $1.80 per hundredweight.

2. Delete § 935.4 (a) (2) and substitute therefor the following:

(2) Class II milk—$1.80 per hundredweight.

3. Delete in § 935.4 (a) (3) the phrase "15 cents" and substitute therefor the phrase "25 cents."

4. Delete from the first sentence in § 935.8 (d) the phrase "Each handler" and substitute therefor the following:

On or before the 10th day after the end of each delivery period each handler.

5. Delete from the last sentence in § 935.8 (d) the phrase "such cooperative association" and substitute therefor the following:

On or before the 10th day after the end of each delivery period such cooperative association.

Now, therefore, Grover B. Hill, Acting Secretary of Agriculture, acting under the provisions of Public Act No. 10, 73d Congress, as amended and as reenacted and amended by the Agricultural Marketing Agreement Act of 1937, for the purpose and within the limitations therein contained and not otherwise, hereby executes and issues in duplicate this order under his hand and the official

[1] Amendments to §§ 935.0, 935.4, and 935.8, issued under the authority contained in 48 Stat. 31 (1933), 7 U.S.C. 601 et seq. (1934) 49 Stat. 750 (1935); 50 Stat. 246 (1937); 7 U.S.C. 601 et seq. (Supp. IV 1938).

seal of the Department of Agriculture, in the city of Washington, District of Columbia, on this 27th day of February 1941, and declares this order to be effective on and after the 2d day of March 1941.

[SEAL] GROVER B. HILL,
Acting Secretary of Agriculture.

[F. R. Doc. 41-1469; Filed, February 27, 1941; 11:35 a. m.]

TITLE 16—COMMERCIAL PRACTICES

CHAPTER I—FEDERAL TRADE COMMISSION

[Docket No. 3956]

PART 3—DIGEST OF CEASE AND DESIST ORDERS

IN THE MATTER OF H & D SALES COMPANY, ET AL.

§ 3.99 (b) *Using or selling lottery devices—In merchandising.* Supplying, etc., in connection with offer, etc., in commerce, of knives, fountain pens, pen and pencil sets, cigarette lighters, flashlights, watches and any other merchandise, others with any merchandise together with punchboards, push or pull cards or other lottery devices, which said punchboards, push or pull cards or other lottery devices are to be, or may be, used in selling or distributing such merchandise to the public, prohibited. (Sec. 5, 38 Stat. 719, as amended by sec. 3, 52 Stat. 112; 15 U.S.C., Supp. IV, sec. 45b) [Cease and desist order, H & D Sales Company, et al., Docket 3956, February 5, 1941]

§ 3.99 (b) *Using or selling lottery devices—In merchandising.* Supplying, etc., in connection with offer, etc., in commerce, of knives, fountain pens, pen and pencil sets, cigarette lighters, flashlights, watches and any other merchandise, others with punchboards, push or pull cards, or other lottery devices, either with assortments of merchandise or separately, which said punchboards, push or pull cards, or other lottery devices, are to be, or may be, used in selling or distributing such merchandise to the public, prohibited. (Sec. 5, 38 Stat. 719, as amended by sec. 3, 52 Stat. 112; 15 U.S.C., Supp. IV, sec. 45b) [Cease and desist order, H & D Sales Company et al., Docket 3956, February 5, 1941]

§ 3.99 (b) *Using or selling lottery devices—In merchandising.* Selling, etc., in connection with offer, etc., in commerce, of knives, fountain pens, pen and pencil sets, cigarette lighters, flashlights, watches and any other merchandise, any merchandise by means of a game of chance, gift enterprise or lottery scheme, prohibited. (Sec. 5, 38 Stat. 719, as amended by sec. 3, 52 Stat. 112; 15 U.S.C., Supp. IV, sec. 45b) [Cease and desist order, H & D Sales Company, et al., Docket 3956, February 5, 1941]

In the Matter of H & D Sales Company, a Corporation, and Nathan J. Hubbard and Arthur Easton Davis, Individually, and as Officers of H & D Sales Company

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 5th day of February, A. D. 1941.

This proceeding having been heard[1] by the Federal Trade Commission upon the complaint of the Commission and the answer of respondents, in which answer respondents admit all the material allegations of fact set forth in said complaint and state that they waive all intervening procedure and further hearing as to said facts, and the Commission having made its findings as to the facts and its conclusion that said respondents have violated the provisions of the Federal Trade Commission Act;

It is ordered, That the respondents H & D Sales Company, a corporation, its officers, and Nathan J. Hubbard and Arthur Easton Davis, individually, and as officers of said H & D Sales Company, respondents' representatives, agents and employees, directly or through any corporate or other device, in connection with the offering for sale, sale and distribution of knives, fountain pens, pen and pencil sets, cigarette lighters, flashlights, watches and any other merchandise in commerce, as commerce is defined in the Federal Trade Commission Act, do forthwith cease and desist from:

(1) Supplying to or placing in the hands of others any merchandise together with punchboards, push or pull cards or other lottery devices, which said punchboards, push or pull cards or other lottery devices are to be used, or may be used, in selling or distributing such merchandise to the public;

(2) Supplying to or placing in the hands of others, punchboards, push or pull cards, or other lottery devices, either with assortments of merchandise or separately, which said punchboards, push or pull cards, or other lottery devices, are to be used, or may be used, in selling or distributing such merchandise to the public;

(3) Selling or otherwise disposing of any merchandise by means of a game of chance, gift enterprise or lottery scheme.

It is further ordered, That the respondents shall within sixty (60) days after service upon them of this order file with the Commission a report in writing setting forth in detail the manner and form in which they have complied with this order.

By the Commission.

[SEAL] OTIS B. JOHNSON,
Secretary.

[F. R. Doc. 41-1449; Filed, February 27, 1941; 11:33 a. m.]

[1] 5 F.R. 4720.

[Docket No. 4330]

PART 3—DIGEST OF CEASE AND DESIST ORDERS

IN THE MATTER OF E. W. HALL

§ 3.6 (t) *Advertising falsely or misleadingly—Qualities or properties of product:* § 3.6 (x) *Advertising falsely or misleadingly — Results.* Disseminating, etc., in connection with offer, etc., of respondent's Texas Wonder medicinal preparation, or any other substantially similar medicinal preparation, whether sold under the same or any other name, any advertisements by means of United States mails, or in commerce, or by any means, to induce, etc., directly or indirectly, purchase in commerce, etc., of said preparation, which advertisements represent, directly or through inference, that said preparation is a cure or remedy for inflammation of the bladder or kidneys, stones in the kidneys, tuberculosis of the kidneys, or any other disorder of the bladder or kidneys, or for diabetes, rheumatism, swollen joints, weak or lame back, pains in the back or lumbago, or that said preparation possesses any therapeutic value in the treatment of any of said ailments or conditions, in excess of such slight symptomatic relief as it may afford in cases of swollen joints and pains in the back, by reason of its properties as a mild diuretic, prohibited. (Sec. 5, 38 Stat. 719, as amended by sec. 3, 52 Stat. 112; 15 U.S.C., Supp. IV, sec. 45b) [Cease and desist order, E. W. Hall, Docket 4330, February 5, 1941]

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 5th day of February, A. D. 1941.

This proceeding having been heard by the Federal Trade Commission upon the complaint of the Commission and the answer of the respondent, in which answer respondent admits all the material allegations of fact set forth in said complaint and states that he waives all intervening procedure and further hearing as to said facts, and the Commission having made its findings as to the facts and its conclusion that said respondent has violated the provisions of the Federal Trade Commission Act;

It is ordered, That the respondent E. B. Hall, individually and trading under the name of E. W. Hall, or trading under any other name or names, his representatives, agents, and employees, directly or through any corporate or other device, in connection with the offering for sale, sale or distribution of his medicinal preparation known as Texas Wonder or any other preparation of substantially similar composition or possessing substantially similar properties, whether sold under the same name or any other name, do forthwith cease and desist from directly or indirectly:

1. Disseminating or causing to be disseminated any advertisement (a) by

means of the United States mails, or (b) by any means in commerce, as commerce is defined in the Federal Trade Commerce Act, which advertisement represents, directly or through inference, that said preparation is a cure or remedy for inflammation of the bladder or kidneys, stones in the kidneys, tuberculosis of the kidneys, or any other disorder of the bladder or kidneys, or for diabetes, rheumatism, swollen joints, weak or lame back, pains in the back or lumbago; that said preparation possesses any therapeutic value in the treatment of any of said ailments or conditions, in excess of such slight symptomatic relief as it may afford in cases of swollen joints and pains in the back, by reason of its properties as a mild diuretic.

2. Disseminating or causing to be disseminated any advertisement by any means for the purpose of inducing or which is likely to induce, directly or indirectly, the purchase in commerce, as commerce is defined in the Federal Trade Commission Act, of said preparation, which advertisement contains any of the representations prohibited in Paragraph 1 hereof.

It is further ordered, That the respondent shall within 60 days after service upon him of this order file with the Commission a report in writing setting forth in detail the manner and form in which he has complied with this order.

By the Commission.

[SEAL] OTIS B. JOHNSON, *Secretary.*

[F. R. Doc. 41–1447; Filed, February 27, 1941; 11:33 a. m.]

[Docket No. 3586]

PART 3—DIGEST OF CEASE AND DESIST ORDERS

IN THE MATTER OF JACOBS CANDY COMPANY, INC.

§ 3.99 (b) *Using or selling lottery devices—In merchandising.* Selling, etc., in connection wtih offer, etc., in commerce, of candy and nut confections or any other merchandise, any merchandise so packed and assembled that sales of said merchandise to the public are to be, or may be, made by means of a game of chance, gift enterprise or lottery scheme, prohibited. (Sec. 5, 38 Stat. 719, as amended by sec. 3, 52 Stat. 112; 15 U.S.C., Supp. IV, sec. 45b) [Cease and desist order, Jacobs Candy Company, Inc., Docket 3586, February 7, 1941]

§ 3.99 (b) *Using or selling lottery devices—In merchandising.* Supplying, etc., in connection with offer, etc., in commerce of candy and nut confections or any other merchandise, others with assortments of any merchandise together with push or pull cards, punch boards or other devices, or separately, which said push or pull cards, punch boards, or other devices are to be, or may be, used in selling or distributing said merchandise to the public by means of a game of chance, gift enterprise or lottery scheme, prohibited. (Sec. 5, 38 Stat. 719, as amended by sec. 3, 52 Stat. 112; 15 U.S.C., Supp. IV, sec. 45b) [Cease and desist order, Jacobs Candy Company, Inc., Docket 3586, February 7, 1941]

§ 3.99 (b) *Using or selling lottery devices—In merchandising.* Selling, etc., in connection with offer, etc., in commerce, of candy and nut confections or any other merchandise, any merchandise by means of a game of chance, gift enterprise or lottery scheme, prohibited. (Sec. 5, 38 Stat. 719, as amended by sec. 3, 52 Stat. 112; 15 U.S.C., Supp. IV, sec. 45b) [Cease and desist order, Jacobs Candy Company, Inc., Docket 3586, February 7, 1941]

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 7th day of February, A. D. 1941.

This proceeding having been heard by the Federal Trade Commission upon the complaint of the Commission and the answer of respondent, testimony and other evidence taken before Randolph Preston and Arthur F. Thomas, examiners of the Commission theretofore duly designated by it, in support of the allegations of said complaint (respondent having offered no proof in opposition thereto), brief of counsel for the Commission (counsel for respondent having filed no brief and oral argument not having been requested), and the Commission having made its findings as to the facts and its conclusion that said respondent has violated the provisions of the Federal Trade Commission Act.

It is ordered, That respondent, Jacobs Candy Company, Inc., a corporation, its officers, representatives, agents and employees, directly or through any corporate or other device, in connection with the offering for sale, sale and distribution of candy and nut confections, or any other merchandise in commerce as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from

(1) Selling and distributing any merchandise so packed and assembled that sales of said merchandise to the public are to be made or may be made by means of a game of chance, gift enterprise or lottery scheme.

(2) Supplying to or placing in the hands of others assortments of any merchandise together with push or pull cards, punch boards or other devices, or separately, which said push or pull cards, punch boards or other devices are to be used or may be used in selling or distributing said merchandise to the public by means of a game of chance, gift enterprise or lottery scheme.

(3) Selling or otherwise disposing of any merchandise by means of a game of chance, gift enterprise or lottery scheme.

It is further ordered, That the respondent shall, within sixty days after service upon it of this order, file with the Commission a report in writing setting forth in detail the manner and form in which it has complied with this order.

By the Commission.

[SEAL] OTIS B. JOHNSON, *Secretary.*

[F. R. Doc. 41–1448; Filed, February 27, 1941; 11:33 a. m.]

TITLE 17—COMMODITY AND SECURITIES EXCHANGES

CHAPTER II—SECURITIES AND EXCHANGE COMMISSION

PART 270—INVESTMENT COMPANY ACT OF 1940

EXEMPTIONS RELATING TO PARTICIPATION BY INVESTMENT COMPANIES IN THE UNDERWRITING OF INDUSTRIAL ISSUES.

Acting pursuant to the Investment Company Act of 1940, particularly sections 6 (c), 10 (f) and 38 (a) thereof, and deeming such action appropriate in the public interest and consistent with the protection of investors and the purposes fairly intended by the policy and provisions of the Act, the Securities and Exchange Commission hereby adopts §§ 270.10f–1 and 270.17a–1 [Rules N–10F–1 and N–17A–1] to read as follows:

§ 270.10f–1 *Conditional exemption of certain underwriting transactions.* Any purchase or other acquisition by a registered management company acting, pursuant to a written agreement, as an underwriter of securities of an issuer which is not an investment company shall be exempt from the provisions of section 10 (f) [Sec. 10, 54 Stat. 806] upon the following conditions:

(a) The party to such agreement other than such registered company is a principal underwriter of such securities, which principal underwriter (1) is a person primarily engaged in the business of underwriting and distributing securities issued by other persons, selling securities to customers, or related activities, whose gross income normally is derived principally from such business or related activities, and (2) does not control or is not under common control with such registered company.

(b) No public offering of the securities underwritten by such agreement has been made prior to the execution thereof.

(c) Such securities have been effectively registered pursuant to the Securities Act of 1933 [48 Stat. 74; U. S. C. 77a–aa] prior to the execution of such agreement.

(d) In regard to any securities underwritten, whether or not purchased, by the registered company pursuant to such agreement, such company shall be allowed a rate of gross commission, spread, concession or other profit not less than the amount allowed to such principal underwriter, exclusive of any amounts received by such principal underwriter as a management fee from other principal underwriters.

(e) Such agreement is authorized by resolution adopted by a vote of not less than a majority of the board of directors of such registered company, none of which majority is an affiliated person of such principal underwriter, of the issuer of the securities underwritten pursuant to such agreement or of any person engaged in a business described in paragraph (a) (1).

(f) The resolution required in paragraph (e) shall state that it has been adopted pursuant to this rule, and shall incorporate the terms of the proposed agreement by attaching a copy thereof as an exhibit or otherwise.

(g) A copy of the resolution required in paragraph (e), signed by each member of the board of directors of the registered company who voted in favor of its adoption, shall be transmitted to the Commission not later than the fifth day succeeding the date on which such agreement is executed. (Sec. 6, 54 Stat. 800; sec. 10, 54 Stat. 806; sec. 38, 54 Stat. 841) [Rule N-10F-1, effective February 26, 1941]

§ 270.17a-1 *Exemption of certain underwriting transactions exempted by § 270.10f-1 [Rule N-10F-1].* Any transaction exempted pursuant to § 270.10f-1 [Rule N-10F-1] shall be exempt from the provisions of section 17 (a) (1) of the Act [Sec. 17, 54 Stat. 815]. (Sec. 6, 54 Stat. 800; sec. 10, 54 Stat. 806; sec. 38, 54 Stat. 841) [Rule N-17A-1, effective February 26, 1941]

By the Commission.

[SEAL] FRANCIS P. BRASSOR, *Secretary.*

[F. R. Doc. 41-1420; Filed, February 26, 1941; 3:37 p. m.]

TITLE 30—MINERAL RESOURCES

CHAPTER III—BITUMINOUS COAL DIVISION

[Docket No. A-116]

PART 321—MINIMUM PRICE SCHEDULE, DISTRICT NO. 1

ORDER OF THE DIRECTOR APPROVING AND ADOPTING THE PROPOSED FINDINGS OF FACT AND CONCLUSIONS OF LAW OF THE EXAMINER, AND GRANTING PERMANENT RELIEF IN THE MATTER OF THE PETITION OF LITTLE VALLEY COAL COMPANY FOR THE ESTABLISHMENT OF PRICE CLASSIFICATIONS AND MINIMUM PRICES FOR THE COALS OF ARROW ROCKINGHAM MINE, MINE INDEX NO. 641

An original petition, pursuant to section 4 II (d) of the Bituminous Coal Act of 1937 and Order No. 303 of the Bituminous Coal Division, having been duly filed with the Division on October 10, 1940, by Little Valley Coal Company, a code member in District 1, seeking the establishment of price classifications and minimum prices for the coals of the Arrow Rockingham Mine (Mine Index No. 641); and

Temporary relief, pending final disposition of this proceeding, having been granted by Order of the Acting Director, dated October 19, 1940, temporarily establishing for the coals of said mine, price classification "E" in Size Groups 3, 4 and 5 for all shipments except truck, for movement to all market areas, and prices of $2.25, $2.15 and $2.05 per net ton for such coals for truck shipment to all market areas; and

A hearing having been held before a duly designated Examiner of the Division at a Hearing Room of the Division, Roger Smith Hotel, Washington, D. C. from November 13 to 18, 1940; and

The Examiner having made Proposed Findings of Fact and Conclusions of Law in this matter, dated January 11, 1941; and

An opportunity having been afforded to all parties to file exceptions thereto and supporting briefs, and no such exceptions or supporting briefs having been filed; and

The Director having determined that the Proposed Findings of Fact and Conclusions of Law of the Examiner in this matter should be approved and adopted as the Findings of Fact and Conclusions of Law of the Director:

It is ordered, That the said Proposed Findings of Fact and Conclusions of Law of the Examiner be and the same hereby are approved and adopted as the Findings of Fact and Conclusions of Law of the Director; and

It is further ordered, That relief be, and the same hereby is granted as follows: commencing forthwith § 321.7 (*Alphabetical list of code members*) is amended by adding thereto the Arrow Rockingham Mine of the Little Valley Coal Company, Mine Index No. 641, the coals of such mine priced, for movement to all Market Areas in Size Groups 3, 4, and 5, For All Shipments Except Truck, in classification "E"; and § 321.24 (*General prices*) is amended by adding thereto in Size Groups 3, 4 and 5 prices 225, 215 and 205 per net ton, respectively, for coals of the aforementioned mine; and

It is further ordered, That, except to the extent indicated above, the prayers for relief in said original petition of Little Valley Coal Company be and the same are hereby denied.

Dated: February 26, 1941.

[SEAL] H. A. GRAY, *Director.*

[F. R. Doc. 41-1464; Filed, February 27, 1941; 11:44 a. m.]

Notices

WAR DEPARTMENT.

[Contract No. W-271-ORD-509]

SUMMARY OF CONTRACT FOR SUPPLIES

CONTRACTOR: PRESSED STEEL CAR COMPANY, INC.

Contract for: * * * Shell Forgings, * * * mm. How. * * *.

Amount: $2,191,000.00.

Place: Chicago Ordnance District Officer, 309 West Jackson Boulevard, Chicago, Illinois.

The * * * Shell Forgings, * * * mm. How. * * *, to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to the Procurement Authority O. S. & S. A. ORD 6822 P11-0270 A 1005-01, the available balance of which is sufficient to cover the cost of same.

This Contract, entered into this 31st day of December 1940.

Scope of this contract. The contractor shall furnish and deliver Shell Forgings, * * * mm. How. * * * for the consideration of two million one hundred and ninety-one thousand ($2,191,000.00) dollars, in strict accordance with the specifications, schedules and drawings, all of which are made a part hereof.

Changes. Where the supplies to be furnished are to be specially manufactured in accordance with drawings and specifications, the contracting officer may at any time, by a written order, and without notice to the sureties, make changes in the drawings or specifications, except Federal Specifications. Changes as to shipment and packing of all supplies may also be made as above provided.

Payments. The contractor shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for articles delivered and accepted or services rendered, less deductions, if any, as herein provided. Payments will be made on partial deliveries accepted by the Government when requested by the contractor, whenever such payments would equal or exceed either $1,000 or 50 percent of the total amount of the contract.

Liquidated damages. If the Contractor refuses or fails to make delivery of the materials or supplies within the time specified in Article 1, or any extension thereof, the actual damage to the Government for the delay will be impossible to determine, and in lieu thereof, the Contractor shall pay to the Government, as fixed, agreed, and liquidated damages * * * percent of the contract price of the undelivered portion for each day of delay in making delivery beyond the dates set forth in the contract for deliveries with a maximum liquidated damage charge of * * * percent, and the Contractor and his sureties shall be liable for the amount thereof.

Increased quantities. The Government reserves the right to increase the quantity on this contract by as much as * * * percent, and at the Unit price specified in Article 1, such option to be exercised within * * * days from date of this contract.

Termination when Contractor not in default. This contract is subject to termination by the Government at any time as its interests may require.

Performance bond. Contractors shall be required to furnish a performance bond in duplicate in the sum of ten per centum of the total amount of this contract with surety or other security ac-

ceptable to the Government to cover the successful completion of this contract.

Place of manufacture. The Contractor will perform the work under this contract in the factory or factories listed below:

Pressed Steel Car Company, Inc.
Hegewisch Plant
Chicago, Illinois

Price adjustment. The contract price stated in Article 1, is subject to adjustment for changes in labor and materials costs.

This contract is authorized by the Act of July 2, 1940 (Public, No. 703—76th Congress).

FRANK W. BULLOCK,
Major, Signal Corps,
Assistant to the Director of Purchases and Contracts.

[F. R. Doc. 41-1418; Filed, February 26, 1941; 2:37 p. m.]

[Contract No. W-957-eng-266]

SUMMARY OF CONTRACT FOR CONSTRUCTION

CONTRACTOR: T. L. JAMES & COMPANY, INC.

Contract for: Construction of Temporary Housing Facilities, Oklahoma City Air Base.

Amount: $1,458,828.00.

Place: Municipal Airport, Oklahoma City, Oklahoma.

The supplies and services to be obtained by this instrument are authorized by, are for the purposes set forth in, and are chargeable to procurement authorities below enumerated, the available balances of which are sufficient to cover the cost thereof.

Eng 515 P1-3200 A 0540.063-N
Eng 516 P1-3200 A 0540.068-N
(Except as indicated below)

This contract, entered into this 3d day of February 1941.

Statement of work. The contractor shall furnish the materials, and perform the work for the construction of Temporary Housing Facilities, Oklahoma City Air Base, Municipal Airport, Oklahoma City, Oklahoma, in strict accordance with the specifications, schedules, and drawings, all of which are made a part hereof.

Changes. The contracting officer may at any time, by a written order, and without notice to the sureties, make changes in the drawings and/or specifications of this contract and within the general scope thereof.

Delays—Damages. If the contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in article 1, or any extension thereof, or fails to complete said work within such time, the Government, may, by written notice to the contractor, terminate his right to proceed with the work or such part of the work as to which there has been delay. If the Government does not terminate the right of the contractor to proceed, the contractor shall continue the work, in which event the actual damages for the delay will be impossible to determine and in lieu thereof the contractor shall pay to the Government as fixed, agreed, and liquidated damages for each calendar day of delay until the work is completed or accepted the amount as set forth in the specifications or accompanying papers and the contractor and his sureties shall be liable for the amount thereof.

Payments to contractors. Unless otherwise provided in the specifications, partial payments will be made as the work progresses at the end of each calendar month, or as soon thereafter as practicable, on estimates made and approved by the contracting officer.

All material and work covered by partial payments made shall thereupon become the sole property of the Government.

Upon completion and acceptance of all work required hereunder, the amount due the contractor under this contract will be paid upon the presentation of a properly executed and duly certified voucher therefor.

Appropriation: 21X0540.063 and 21X0540.068. Construction of Buildings, Utilities and Appurtenances at Military Posts—No Year.

This contract is authorized by the act of June 26, 1940 (First Supplemental National Defense Act, 1941).

FRANK W. BULLOCK,
Major, Signal Corps,
Assistant to the Director of Purchases and Contracts.

[F. R. Doc. 41-1419; Filed, February 26, 1941; 2:37 p. m.]

NAVY DEPARTMENT.

[NOy-4080]

SUMMARY OF CONTRACT FOR BREAKWATER

CONTRACTORS: FREDERICK SNARE CORP., 114 LIBERTY STREET, NEW YORK, NEW YORK

On June 17, 1940, the Navy Department entered into a contract (NOy-4080) with Frederick Snare Corp, New York, New York, for breakwater at Naval Air Station, Coco Solo, Canal Zone, at an estimated cost of $2,840,000 including a fixed fee of $160,000 payable to the Contractor.

The contract, among other things, further provides that the Navy Department may at any time make changes in approved drawings and/or specifications and, if such changes or additions to or omissions from the original project cause a material increase or decrease in the amount or character of the work to be done under the contract, or in the time required for its performance, an equitable adjustment in the amount of the fixed fee to be paid to the Contractors shall be made and the contract shall be modified accordingly. The contract also contains provisions for the termination of the contract by the Government and for an equitable settlement with the Contractors under the contract in the case of such termination.

L. B. COMBS,
Acting Chief of Bureau.

[F. R. Doc. 41-1424; Filed, February 27, 1941; 10:24 a. m.]

[NOy-4090]

SUMMARY OF CONTRACT FOR NAVAL AIR STATION

CONTRACTORS: BROWN & ROOT, W. S. BELLOWS, COLUMBIA CONSTRUCTION CO., P. O. BOX 866, CORPUS CHRISTI, TEXAS

On June 11, 1940, the Navy Department entered into a contract (NOy-4090) with Brown & Root, W. S. Bellows, Columbia Construction Co., Corpus Christi, Texas, for Naval Air Station at Corpus Christi, Texas, at an estimated cost of $23,318,000 including a fixed fee of $1,200,000 payable to the Contractors.

The contract, among other things, further provides that the Navy Department may at any time make changes in approved drawings and/or specifications and, if such changes or additions to or omissions from the original project cause a material increase or decrease in the amount or character of the work to be done under the contract, or in the time required for its performance, an equitable adjustment in the amount of the fixed fee to be paid to the Contractors shall be made and the contract shall be modified accordingly. The contract also contains provisions for the termination of the contract by the Government and for an equitable settlement with the Contractors under the contract in the case of such termination.

L. B. COMBS,
Acting Chief of Bureau.

[F. R. Doc. 41-1426; Filed, February 27, 1941; 10:24 a. m.]

[NOy-4100]

SUMMARY OF CONTRACT FOR SHIPBUILDING DRY DOCKS

CONTRACTORS: SPENCER, WHITE AND PRENTIS INC., FOLEY BROS. INC., MERRITT-CHAPMAN & SCOTT CORPS., C/O DRY DOCKS ASSOCIATES, 10 E. 40TH STREET, NEW YORK CITY

On June 26, 1940, the Navy Department entered into a contract (NOy-4100) with Spencer, White and Prentis Inc., Foley Bros. Inc., Merritt-Chapman & Scott Corps., c/o Dry Docks Associates, New York City for shipbuilding dry docks and accessories at Navy Yard, Norfolk, Va., and Navy Yard, Phila., Pa., at an estimated cost of $17,000,000 including a fixed fee of $825,000 payable to the Contractors.

The contract, among other things, further provides that the Navy Department may at any time make changes in approved drawings and/or specifications and, if such changes or additions to or

omissions from the original project cause a material increase or decrease in the amount or character of the work to be done under the contract, or in the time required for its performance, an equitable adjustment in the amount of the fixed fee to be paid to the Contractors shall be made and the contract shall be modified accordingly. The contract also contains provisions for the termination of the contract by the Government and for an equitable settlement with the Contractors under the contract in the case of such termination.

L. B. COMBS,
Acting Chief of Bureau.

[F. R. Doc. 41-1425; Filed, February 27, 1941; 10:24 a. m.]

[NOy-4130]

SUMMARY OF CONTRACT FOR AVIATION FACILITIES

CONTRACTORS: HARDAWAY CONTRACTING COMPANY, COLUMBUS, GEORGIA

On July 11, 1940, the Navy Department entered into a contract (NOy-4130) with Hardaway Contracting Company, Columbus, Georgia, for aviation facilities at the Naval Air Station at Pensacola, Florida, at an estimated cost of $4,000,000, including a fixed fee of $165,000 payable to the Contractors.

The contract, among other things, further provides that the Navy Department may at any time make changes in approved drawings and/or specifications and, if such changes or additions to or omissions from the original project cause a material increase or decrease in the amount or character of the work to be done under the contract, or in the time required for its performance, an equitable adjustment in the amount of the fixed fee to be paid to the Contractors shall be made and the contract shall be modified accordingly. The contract also contains provisions for the termination of the contract by the Government and for an equitable settlement with the Contractors under the contract in the case of such termination.

L. B. COMBS,
Acting Chief of Bureau.

[F. R. Doc. 41-1433; Filed, February 27, 1941; 10:26 a. m.]

[NOy-4131]

SUMMARY OF CONTRACT FOR AVIATION FACILITIES

CONTRACTORS: FRED HOWLAND, INC., AND JACK QUINN, INC., 1113-14 POSTAL BLDG., MIAMI, FLORIDA

On June 28, 1940, the Navy Department entered into a contract (NOy-4131) with Fred Howland, Inc., and Jack Quinn, Inc. for aviation facilities at the Naval Air Station, Miami (Opa Locka) Florida at an estimated cost of $3,500,000 including a fixed fee of $157,500, payable to the Contractors.

The contract, among other things, further provides that the Navy Department may at any time make changes in approved drawings and/or specifications and, if such changes or additions to or omissions from the original project cause a material increase or decrease in the amount or character of the work to be done under the contract, or in the time required for its performance, an equitable adjustment in the amount of the fixed fee to be paid to the Contractors shall be made and the contract shall be modified accordingly. The contract also contains provisions for the termination of the contract by the Government and for an equitable settlement with the Contractors under the contract in the case of such termination.

L. B. COMBS,
Acting Chief of Bureau.

[F. R. Doc. 41-1431; Filed, February 27, 1941; 10:25 a. m.]

[NOy-4132]

SUMMARY OF CONTRACT FOR NAVAL AVIATION SHORE FACILITIES

CONTRACTORS: DUVAL ENGINEERING & CONTRACTING CO., GEORGE D. AUCHTER CO.-BATSON-COOK CO., P. O. BOX 1859, JACKSONVILLE, FLORIDA

On June 28, 1940, the Navy Department entered into a contract (NOy-4132) with Duval Engineering & Contracting Co., George D. Auchter Co.-Batson-Cook Co., Jacksonville, Florida for Naval Aviation Shore Facilities at the Naval Air Station, Jacksonville, Florida at an estimated cost of $12,786,000 including a fixed fee of $525,000 payable to the Contractors.

The contract, among other things, further provides that the Navy Department may at any time make changes in approved drawings and/or specifications and, if such changes or additions to or omissions from the original project cause a material increase or decrease in the amount or character of the work to be done under the contract, or in the time required for its performance, an equitable adjustment in the amount of the fixed fee to be paid to the Contractors shall be made and the contract shall be modified accordingly. The contract also contains provisions for the termination of the contract by the Government and for an equitable settlement with the Contractors under the contract in the case of such termination.

L. B. COMBS,
Acting Chief of Bureau.

[F. R. Doc. 41-1427, Filed, February 27, 1941; 10:24 a. m.]

[NOy-4158]

SUMMARY OF CONTRACT FOR AVIATION SHORE FACILITIES

CONTRACTOR: VIRGINIA ENGINEERING COMPANY, 330-28TH STREET, MELSON BLDG., NEWPORT NEWS, VIRGINIA

On June 29, 1940, the Navy Department entered into a contract (NOy-4158) with Virginia Engineering Company, Newport News, Virginia for aviation shore facilities at Naval Air Station, Norfolk, Virginia at an estimated cost of $13,700,000 including a fixed fee of $575,000 payable to the Contractor.

The contract, among other things, further provides that the Navy Department may at any time make changes in approved drawings and/or specifications and, if such changes or additions to or omissions from the original project cause a material increase or decrease in the amount or character of the work to be done under the contract, or in the time required for its performance, an equitable adjustment in the amount of the fixed fee to be paid to the Contractors shall be made and the contract shall be modified accordingly. The contract also contains provisions for the termination of the contract by the Government and for an equitable settlement with the Contractors under the contract in the case of such termination.

L. B. COMBS,
Acting Chief of Bureau.

[F. R. Doc. 41-1428; Filed, February 27, 1941; 10:24 a. m.]

[NOy-4162]

SUMMARY OF CONTRACT FOR DEFENSE AND AVIATION FACILITIES

CONTRACTOR: FREDERICK SNARE CORPORATION, 114 LIBERTY STREET, NEW YORK, N. Y.

On July 1, 1940, the Navy Department entered into a contract (NOy-4162) with Frederick Snare Corporation, New York, N. Y., for defense and aviation facilities at Naval Air Station, Guantanamo, Cuba, at an estimated total cost of $5,190,000, including a fixed fee of $225,000 payable to the Contractor.

The contract, among other things, further provides that the Navy Department may at any time make changes in approved drawings and/or specifications and, if such changes or additions to or omissions from the original project cause a material increase or decrease in the amount or character of the work to be done under the contract, or in the time required for its performance, an equitable adjustment in the amount of the fixed fee to be paid to the Contractor shall be made and the contract shall be modified accordingly. The contract also contains provisions for the termination of the contract by the Government

and for an equitable settlement with the Contractor under the contract in the case of such termination.

L. B. COMBS,
Acting Chief of Bureau.

[F. R. Doc. 41-1442; Filed, February 27, 1941; 10:28 a. m.]

[NOy-4163]

SUMMARY OF CONTRACT FOR CONSTRUCTION

CONTRACTORS: TURNER CONSTRUCTION COMPANY, 420 LEXINGTON AVENUE, NEW YORK, N. Y.

On July 11, 1940, the Navy Department entered into a contract (NOy-4163) with Turner Construction Company, New York, New York, for the construction of storehouse and accessories at Navy Yard, New York, N. Y. at an estimated total cost of $4,000,000 including a fixed fee of $155,000, payable to the Contractors.

The contract, among other things, further provides that the Navy Department may at any time make changes in approved drawings and/or specifications and, if such changes or additions to or omissions from the original project cause a material increase or decrease in the amount or character of the work to be done under the contract, or in the time required for its performance, an equitable adjustment in the amount of the fixed fee to be paid to the Contractors shall be made and the contract shall be modified accordingly. The contract also contains provisions for the termination of the contract by the Government and for an equitable settlement with the Contractors under the contract in the case of such termination.

L. B. COMBS,
Acting Chief of Bureau.

[F. R. Doc. 41-1432; Filed, February 27, 1941; 10:25 a. m.]

[NOy-4173]

SUMMARY OF CONTRACT FOR CONSTRUCTION

CONTRACTORS: HAWAIIAN DREDGING COMPANY, LIMITED; RAYMOND CONCRETE PILE COMPANY; TURNER CONSTRUCTION COMPANY; MORRISON-KNUDSEN COMPANY, INC., AND J. H. POMEROY AND COMPANY, INC., 420 LEXINGTON AVENUE, NEW YORK CITY, NEW YORK

On July 1, 1940, the Navy Department entered into a contract (NOy-4173) with the Hawaiian Dredging Company, Limited; Raymond Concrete Pile Company; Turner Construction Company; Morrison-Knudsen Company, Inc., and J. H. Pomeroy and Company, Inc., New York City, New York, for aviation facilities, dredging, buildings and accessories, quay wall, berms and oil and gasoline storage at the Naval Air Station, Pearl Harbor, Hawaii and Pacific Islands at an estimated total cost of $30,870,000 including a fixed fee of $1,600,000 payable to the Contractors.

The contract, among other things, further provides that the Navy Department may at any time make changes in approved drawings and/or specifications and, if such changes or additions to or omissions from the original project cause a material increase or decrease in the amount or character of the work to be done under the contract, or in the time required for its performance, an equitable adjustment in the amount of the fixed fee to be paid to the Contractors shall be made and the contract shall be modified accordingly. The contract also contains provisions for the termination of the contract by the Government and for an equitable settlement with the Contractors under the contract in the case of such termination.

L. B. COMBS,
Acting Chief of Bureau.

[F. R. Doc. 41-1441; Filed, February 27, 1941; 10:28 a. m.]

[NOy-4175]

SUMMARY OF CONTRACT FOR AVIATION SHORE FACILITIES

CONTRACTORS: GEORGE A. FULLER COMPANY AND MERRITT-CHAPMAN AND SCOTT CORPORATION, 57TH STREET AND MADISON AVENUE, NEW YORK, N. Y.

On July 1, 1940, the Navy Department entered into contract (NOy-4175) with George A. Fuller Company and Merritt-Chapman and Scott Corporation, New York, New York, for aviation shore facilities at the Naval Air Station, Quonset Point, Rhode Island, at an estimated total cost of $24,204,000 including a fixed fee of $1,050,000 payable to the Contractors.

The contract, among other things, further provides that the Navy Department may at any time make changes in approved drawings and/or specifications and, if such changes or additions to or omissions from the original project cause a material increase or decrease in the amount or character of the work to be done under the contract, or in the time required for its performance, an equitable adjustment in the amount of the fixed fee to be paid to the Contractors shall be made and the contract shall be modified accordingly. The contract also contains provisions for the termination of the contract by the Government and for an equitable settlement with the Contractors under the contract in the case of termination.

L. B. COMBS,
Acting Chief of Bureau.

[F. R. Doc. 41-1440; Filed, February 27, 1941; 10:28 a. m.]

[NOy-4187]

SUMMARY OF CONTRACT FOR CONSTRUCTION

CONTRACTOR: H. M. HODGES & KARN, 4816 W. PICO BOULEVARD, LOS ANGELES, CALIFORNIA

On July 6, 1940, the Navy Department entered into a contract (NOy-4187) with H. M. Hodges & Karn, Los Angeles, California, for temporary housing at the Marine Barracks, San Diego, California, at an estimated total cost of $1,630,000 including a fixed fee of $70,000 payable to the Contractor.

The contract, among other things, further provides that the Navy Department may at any time make changes in approved drawings and/or specifications and, if such changes or additions to or omissions from the original project cause a material increase or decrease in the amount or character of the work to be done under the contract, or in the time required for its performance, an equitable adjustment in the amount of the fixed fee to be paid to the Contractor shall be made and the contract shall be modified accordingly. The contract also contains provisions for the termination of the contract by the Government and for an equitable settlement with the Contractor under the contract in the case of termination.

L. B. COMBS,
Acting Chief of Bureau.

[F. R. Doc. 41-1435; Filed, February 27, 1941; 10:26 a. m.]

[NOy-4205]

SUMMARY OF CONTRACT FOR AVIATION SHORE FACILITIES

CONTRACTORS: M. H. GOLDEN AND WALTER TREPTE, 531 BANK OF AMERICA BUILDING, SAN DIEGO, CALIFORNIA

On July 6, 1940, the Navy Department entered into a contract (NOy-4205) with M. H. Golden and Walter Trepte, San Diego, California, for additional aviation shore facilities at the Naval Air Station, San Diego, California, at an estimated total cost of $3,666,000 including a fixed fee of $145,000 payable to the Contractors.

The contract, among other things, further provides that the Navy Department may at any time make changes in approved drawings and/or specifications and, if such changes or additions to or omissions from the original project cause a material increase or decrease in the amount or character of the work to be done under the contract, or in the time required for its performance, an equitable adjustment in the amount of the fixed fee to be paid to the Contractors shall be made and the contract shall be modified accordingly. The contract also contains provisions for the termination of the contract by the Government and for an

equitable settlement with the Contractors under the contract in the case of termination.

L. B. COMBS,
Acting Chief of Bureau.

[F. R. Doc. 41-1434; Filed, February 27, 1941; 10:26 a. m.]

[NOy-4206]

SUMMARY OF CONTRACT FOR CONSTRUCTION

CONTRACTOR: J. RICH STEERS, INC., #17 BATTERY PLACE, NEW YORK, N. Y.

On July 8, 1940, the Navy Department entered into a contract (NOy-4206) with J. Rich Steers, Inc., New York, N. Y., for building ways and facilities for armored decks at the Navy Yard, New York, N. Y., at an estimated total cost of $1,775,000 including a fixed fee of $88,000 payable to the Contractors.

The contract, among other things, further provides that the Navy Department may at any time make changes in approved drawings and/or specifications and, if such changes or additions to or omissions from the original project cause a material increase or decrease in the amount or character of the work to be done under the contract, or in the time required for its performance, an equitable adjustment in the amount of the fixed fee to be paid to the Contractors shall be made and the contract shall be modified accordingly. The contract also contains provisions for the termination of the contract by the Government and for an equitable settlement with the Contractors under the contract in the case of termination.

L. B. COMBS,
Acting Chief of Bureau.

[F. R. Doc. 41-1436; Filed, February 27, 1941; 10:27 a. m.]

[NOy-4210]

SUMMARY OF CONTRACT FOR CONSTRUCTION

CONTRACTOR: THE AUSTIN COMPANY, 16112 EUCLID AVENUE, CLEVELAND, OHIO

On July 11, 1940, the Navy Department entered into a contract (NOy-4210) with The Austin Company, Cleveland, Ohio, for aviation, ammunition, and fuel storage facilities at the Naval Air Station, Seattle, Washington; Naval Air Station, Tongue Point, Oregon; Naval Ammunition Depot, Indian Island, Washington; Naval Fuel Depot, Middle and Orchard Points, Washington, at an estimated total cost of $7,300,000 including a fixed fee of $305,000 payable to the Contractors.

The contract, among other things, further provides that the Navy Department may at any time make changes in approved drawings and/or specifications and, if such changes or additions to or omissions from the original project cause a material increase or decrease in the amount or character of the work to be done under the contract, or in the time required for its performance, an equitable adjustment in the amount of the fixed fee to be paid to the Contractors shall be made and the contract shall be modified accordingly. The contract also contains provisions for the termination of the contract by the Government and for an equitable settlement with the Contractors under the contract in the case of termination.

L. B. COMBS,
Acting Chief of Bureau.

[F. R. Doc. 41-1438; Filed, February 27, 1941; 10:27 a. m.]

[NOy-4218]

SUMMARY OF CONTRACT FOR CONSTRUCTION

CONTRACTOR: STONE AND WEBSTER ENGINEERING CORPORATION, 90 BROAD STREET, NEW YORK, N. Y.

On July 10, 1940, the Navy Department entered into a contract (NOy-4218) with Stone and Webster Engineering Corporation, New York, N. Y., for improvement of power plant at the Navy Yard, Boston, Mass. and Submarine Base New London, Conn. at an estimated total cost of $625,000 including a fixed fee of $31,850 at Boston; and at an estimated total cost of $700,000 including a fixed fee of $33,150 at New London, the fixed fees being payable to the Contractors.

The contract, among other things, further provides that the Navy Department may at any time make changes in approved drawings and/or specifications and, if such changes or additions to or omissions from the original project cause a material increase or decrease in the amount or character of the work to be done under the contract, or in the time required for its performance, an equitable adjustment in the amount of the fixed fee to be paid to the Contractors shall be made and the contract shall be modified accordingly. The contract also contains provisions for the termination of the contract by the Government and for an equitable settlement with the Contractors under the contract in the case of such termination.

L. B. COMBS,
Acting Chief of Bureau.

[F. R. Doc. 41-1437; Filed, February 27, 1941; 10:27 a. m.]

[NOy-4229]

SUMMARY OF CONTRACT FOR CONSTRUCTION

CONTRACTOR: JOHN MCSHAIN, INC., 3 WEST FRANKLIN STREET, BALTIMORE, MARYLAND

On July 11, 1940, the Navy Department entered into a contract (NOy-4229) with John McShain, Inc., Baltimore, Maryland, for construction of aviation and Marine Corps facilities at the Marine Barracks, Quantico, Virginia at an estimated total cost of $1,460,250, including a fixed fee of $66,000 payable to the Contractors.

The contract, among other things, further provides that the Navy Department may at any time make changes in approved drawings and/or specifications and if such changes or additions to or omissions from the original project cause a material increase or decrease in the amount or character of the work to be done under the contract, or in the time required for its performance, an equitable adjustment in the amount of the fixed fee to be paid to the Contractors shall be made and the contract shall be modified accordingly. The contract also contains provisions for the termination of the contract by the Government and for an equitable settlement with the Contractors under the contract in the case of such termination.

L. B. COMBS,
Acting Chief of Bureau.

[F. R. Doc. 41-1429; Filed, February 27, 1941; 10:25 a. m.]

[NOy-4243]

SUMMARY OF CONTRACT FOR CONSTRUCTION

CONTRACTOR: WALTER KIDDE CONSTRUCTORS, INCORPORATED, 140 CEDAR STREET, NEW YORK, N. Y.

On July 18, 1940, the Navy Department entered into a contract (NOy-4243) with Walter Kidde Constructors, Inc., New York, N. Y. for the construction of subassembly shop, improvements of shop buildings and steel storage runways at the Navy Yard, New York, N. Y. at an estimated total cost of $1,520,000, including a fixed fee of $70,000, payable to the Contractors.

The contract, among other things, further provides that the Navy Department may at any time make changes in approved drawings and/or specifications and, if such changes or additions to or omissions from the original project cause a material increase or decrease in the amount or character of the work to be done under the contract, or in the time required for its performance, an equitable adjustment in the amount of the fixed fee to be paid to the Contractors shall be made and the contract shall be modified accordingly. The contract also contains provisions for the termination of the contract by the Government and for an equitable settlement with the Contractors under the contract in the case of such termination.

L. B. COMBS,
Acting Chief of Bureau.

[F. R. Doc. 41-1430; Filed, February 27, 1941; 10:25 a. m.]

[NOy-4236]

SUMMARY OF CONTRACT FOR CONSTRUCTION

CONTRACTOR: ABERTHAW COMPANY, 80 FEDFEDERAL STREET, BOSTON, MASSACHUSETTS

On July 18, 1940, the Navy Department entered into a contract (NOy-4236) with Aberthaw Company, Boston, Mass.,

for shipway, barracks, extensions of buildings, and accessories at the Navy Yard, Portsmouth, New Hampshire, at an estimated total cost of $1,085,000, including a fixed fee of $45,000 payable to the Contractors.

The contract, among other things, further provides that the Navy Department may at any time make changes in approved drawings and/or specifications and, if such changes or additions to or omissions from the original project cause a material increase or decrease in the amount or character of the work to be done under the contract, or in the time required for its performance, an equitable adjustment in the amount of the fixed fee to be paid to the Contractors shall be made and the contract shall be modified accordingly. The contract also contains provisions for the termination of the contract by the Government and for an equitable settlement with the Contractors under the contract in the case of such termination.

L. B. COMBS,
Acting Chief of Bureau.

[F. R. Doc. 41-1439; Filed, February 27, 1941; 10:27 a. m.]

Bureau of Ships.

[NOd-1615]

SUMMARY OF CONTRACT FOR CONSTRUCTION

CONTRACTOR: SUN SHIPBUILDING AND DRY DOCK COMPANY, CHESTER, PENNSYLVANIA

FEBRUARY 13, 1941.

Under date of December 16, 1940, the Navy Department entered into a contract with Sun Shipbuilding and Dry Dock Company for the construction of three (3) destroyer tenders and three (3) seaplane tenders, at its plant at Chester, Pennsylvania, on a cost-plus-a-fixed-fee basis, the estimated cost per vessel of the destroyer tenders, exclusive of the fixed fee of $759,000 per vessel payable to the contractor, being $12,650,000, and the estimated cost per vessel of the seaplane tenders, exclusive of the fixed fee of $750,000 per vessel payable to the contractor, being $12,500,000.

The above contract contains provision for the suspension, termination, and cancellation of the contract, with an equitable basis for settlement, in order to safeguard the Government's interest, should the public exigency require such action. In the event of termination due to the fault of the contractor, the Government may complete the construction of the vessels for the contractor's account.

The contractor is to receive a bonus payment not to exceed a specified maximum amount for a reduction in cost below the estimated amount and for early delivery. The amount to be paid the contractor is subject to adjustment for increased costs due to approved overtime or shift work, or both, and the estimated cost and fixed fee payable to the contractor are also subject to adjustment for changes in the plans and specifications, which may be ordered by the Navy Department during the course of construction.

S. M. ROBINSON,
Chief of Bureau.

[F. R. Doc. 41-1422; Filed, February 27, 1941; 10:23 a. m.]

[NOd-1616]

SUMMARY OF CONTRACT FOR ADDITIONAL PLANT FACILITIES

CONTRACTOR: SUN SHIPBUILDING AND DRY DOCK COMPANY, CHESTER, PENNSYLVANIA

FEBRUARY 13, 1941.

Under date of December 16, 1940, the Navy Department entered into a contract with Sun Shipbuilding and Dry Dock Company for the acquisition, construction, and installation of additional plant facilities at the plant of that company at Chester, Pennsylvania, at a total estimated cost, including a reserve for contingencies, of $2,783,709.

The contract is in general accordance with the Bureau of Ships—National Defense Type, Emergency Plant Facilities contract form for prime contractors. Upon proper certification of the costs borne by the contractor in connection with the construction of the additional facilities, the contractor is to be reimbursed by the Navy in sixty (60) equal monthly installments beginning after completion of the construction work. A provision in the contract gives either the Government or the contractor the right to terminate the contract under certain conditions, with an equitable basis of settlement.

S. M. ROBINSON,
Chief of Bureau.

[F. R. Doc. 41-1423; Filed, February 27, 1941; 10:23 a. m.]

DEPARTMENT OF THE INTERIOR.

Bituminous Coal Division.

[Docket No. A-88]

PETITION OF MIDLAND ELECTRIC COAL CORPORATION, A CODE MEMBER IN DISTRICT NO. 10, PURSUANT TO SECTION 4 II (D) OF THE BITUMINOUS COAL ACT OF 1937, FOR TEMPORARY AND PERMANENT ORDER PROVIDING FOR COORDINATION OF PRICES FOR RAILROAD FUEL TO THE MINNEAPOLIS AND ST. LOUIS RAILROAD COMPANY FROM THE MIDDLE GROVE MINE OF PETITIONER

NOTICE OF AND ORDER FOR CONTINUANCE

Intervener District Board 10 having moved that the hearing in the above-entitled matter, heretofore scheduled for 10 o'clock in the forenoon of February 26, 1941, be continued until a date after March 5, 1941, and having shown good cause why such a continuance should be ordered;

Now, therefore, it is ordered, That the hearing in the above-entitled matter be, and it hereby is, continued until March 6, 1941, at the same time and place heretofore designated, and before the officers previously designated to preside at said hearing.

Dated: February 26, 1941.

[SEAL] H. A. GRAY,
Director.

[F. R. Doc. 41-1450; Filed, February 27, 1941; 11:40 a. m.]

[Docket No. A-342]

PETITION OF THE CONSUMERS' COUNSEL DIVISION FOR A PERMANENT ORDER EQUALIZING MINIMUM PRICES FOR SHIPMENT ALL-RAIL AND AS LAKE CARGO FROM DISTRICTS 4, 7 AND 8 TO MARKET AREA 21, AND FOR A TEMPORARY ORDER REDUCING MINIMUM PRICES FROM SAID DISTRICTS FOR SHIPMENT ALL-RAIL TO SAID MARKET AREA UNTIL JANUARY 1, 1941, PURSUANT TO SECTION 4 II (d) OF THE BITUMINOUS COAL ACT OF 1937

[Docket No. A-650]

PETITION OF DISTRICT BOARD NO. 7 FOR REVISION OF THE EFFECTIVE MINIMUM PRICES FOR DOMESTIC SIZE COALS WHEN SHIPPED AS LAKE CARGO FROM DISTRICTS 1 THROUGH 4 AND 6 THROUGH 8 TO CERTAIN DESTINATIONS IN MARKET AREA 21, PURSUANT TO SECTION 4 II (d) OF THE BITUMINOUS COAL ACT OF 1937

NOTICE OF AND ORDER FOR POSTPONEMENT OF HEARING

The original petitioner in Docket No. A-650 having moved that the consolidated hearing in the above-entitled matters, heretofore scheduled for February 24, 1941, be postponed until March 6, 1941, and having shown good cause why such a postponement should be ordered;

Now, therefore, it is ordered, That the hearing in the above-entitled matters, heretofore scheduled for February 24, 1941, be postponed until 10 o'clock in the forenoon of March 6, 1941, at the place heretofore designated and before the officers previously duly designated to preside.

The time for filing petitions of intervention in the above-entitled matters is hereby extended until March 1, 1941.

Dated: February 26, 1941.

[SEAL] H. A. GRAY,
Director.

[F. R. Doc. 41-1451; Filed, February 27, 1941; 11:40 a. m.]

[Docket No. A-383]

PETITION OF DISTRICT BOARD 11 FOR THE ESTABLISHMENT OF PRICE CLASSIFICATIONS AND MINIMUM PRICES FOR THE COALS OF THE CHINOOK MINE OF AYRSHIRE PATOKA COLLIERIES CORPORATION, NOT HERETOFORE CLASSIFIED AND PRICED, PURSUANT TO SECTION 4 II (d) OF THE BITUMINOUS COAL ACT OF 1937

[Docket No. A-388]

PETITION OF DISTRICT BOARD 11 FOR THE ESTABLISHMENT OF PRICE CLASSIFICATIONS AND MINIMUM PRICES FOR SIZE GROUPS 30 TO 32, WATER DEDUSTED SIZES, MINE INDEX 6, FAYETTE MINE, SNOW HILL COAL CORPORATION, HERETOFORE UNCLASSIFIED AND UNPRICED, PURSUANT TO SECTION 4 II (d) OF THE BITUMINOUS COAL ACT OF 1937

[Docket No. A-391]

PETITION OF DISTRICT BOARD 11 FOR THE ESTABLISHMENT OF PRICE CLASSIFICATIONS AND MINIMUM PRICES FOR SIZE GROUPS 17 TO 25, MINE INDEX 82, STAUNTON MINE, TO BE WASHED AT CHINOOK MINE, AYRSHIRE PATOKA COLLIERIES CORPORATION, HERETOFORE UNCLASSFIED AND UNPRICED, PURSUANT TO SECTION 4 II (d) OF THE BITUMINOUS COAL ACT OF 1937

[Docket No. A-437]

PETITION OF DISTRICT BOARD 11 FOR THE ESTABLISHMENT OF PRICE CLASSIFICATIONS AND MINIMUM PRICES FOR THE COALS OF MINE INDEX 117, JULIAN MINE, STANDARD COAL COMPANY, NOT HERETOFORE CLASSIFIED AND PRICED, PURSUANT TO SECTION 4 II (d) OF THE BITUMINOUS COAL ACT OF 1937

NOTICE OF AND ORDER POSTPONING HEARING

The original petitioner in the above-entitled matters having moved that the hearings therein, heretofore scheduled for February 26, 1941, be postponed until April 24, 1941, and having shown good cause why such postponement should be ordered;

Now, therefore, it is ordered, That, the hearings in the above-entitled matters, be postponed from February 26, 1941, until 10 o'clock in the forenoon of April 24, 1941, at the offices of the Bituminous Coal Division, 734 Fifteenth Street NW., Washington, D. C., before the officers previously designated to preside at said hearings.

The time for filing petitions of intervention in the above-entitled matters is hereby extended until April 19, 1941.

Dated: February 26, 1941.

[SEAL] H. A. GRAY, *Director.*

[F. R. Doc. 41-1456; Filed, February 27, 1941; 11:41 a. m.]

[Docket No. A-410]

PETITION OF GEORGES CREEK COAL COMPANY, A PRODUCER IN DISTRICT 8, FOR RECLASSIFICATION IN SIZE GROUPS 18-21, PURSUANT TO SECTION 4 II (d) OF THE BITUMINOUS COAL ACT OF 1937

ORDER CONTINUING HEARING

Petitioner having moved that the hearing in the above-entitled matter, heretofore scheduled for February 25, 1941, be continued for a period of sixty (60) days, and there having been no opposition thereto;

Now, therefore, it is ordered, That the hearing in the above-entitled matter is continued until 10 o'clock in the forenoon of April 25, 1941, at the place heretofore designated and before the officers previously designated to preside.

Dated: February 26, 1941.

[SEAL] H. A. GRAY, *Director.*

[F. R. Doc. 41-1455; Filed, February 27, 1941; 11:41 a. m.]

[Docket No. A-428]

PETITION OF CARRS FORK COAL COMPANY, A CODE MEMBER PRODUCER WITHIN DISTRICT NO. 8 ON BEHALF OF SEARLES BROTHERS, TOLEDO, OHIO, A CONSUMER WHO REGULARLY BUYS AND RECEIVES COAL IN CARLOAD QUANTITIES BUT WHO DOES NOT HAVE PHYSICAL RAILWAY OR WATERWAY CONNECTIONS FOR RECEIVING COAL, FOR THE RIGHT TO PURCHASE SUCH COAL AT THE INDUSTRIAL PRICE

ORDER CONSENTING TO WITHDRAWAL OF PETITION

Upon the request of the original petitioner in the above-entitled matter, the Director hereby vacates the order granting temporary relief in this matter and consents to the withdrawal of the petition and to the dismissal of the proceedings herein; accordingly

It is so ordered.

Dated: February 26, 1941.

[SEAL] H. A. GRAY, *Director.*

[F. R. Doc. 41-1462; Filed, February 27, 1941; 11:43 a. m.]

[Docket No. A-530]

PROPOSED REVISION OF THE EFFECTIVE MINIMUM PRICES APPLICABLE TO SALES OR DELIVERIES OF COAL BY BERWIND FUEL COMPANY, CARNEGIE DOCK AND FUEL COMPANY, AND CERTAIN OTHER DISTRIBUTORS OR CODE MEMBERS, AND THEIR SUBSIDIARIES OR AFFILIATES, OPERATING DOCKS LOCATED ON LAKE SUPERIOR AND LAKE MICHIGAN, SO AS TO PERMIT THE PERFORMANCE OF CERTAIN OUTSTANDING CONTRACTS IN ACCORDANCE WITH THEIR TERMS

ORDER GRANTING TEMPORARY RELIEF TO BERWIND FUEL COMPANY

By an order dated December 30, 1940, and issued pursuant to section 4 II (b) of the Bituminous Coal Act of 1937 (the "Act"), the Director of the Bituminous Coal Division instituted this proceeding at the instance of certain operators of coal docks, located on the west bank of Lake Michigan and the American side of Lake Superior, in which bituminous coal purchased and delivered in cargo lots is stored for subsequent resale, generally in not less than cargo or carload lots. Prior to December 30, 1940, these operators of docks[1] (the "Dock operators") who constitute "distributors" within the meaning of section 4 II (h) of the Act, and are thus required to maintain and observe the effective minimum prices and marketing rules and regulations promulgated by this Division pursuant to section 4 II (a) and (b) of the Act, had addressed to the Director certain communications requesting the issuance of temporary and final orders permitting them to fulfill after October 1, 1940 (the date upon which this Division established minimum prices and marketing rules and regulations) the terms of certain specified contracts for the sale and delivery of coal entered into before October 1, 1940, even though the contract prices are lower than the effective minimum prices applicable to the coals in question.[2] In support of such requests it was set forth that the contracts in question had been entered into in good faith prior to October 1, 1940, and that the coals required to fill them had been completely or largely delivered to and stored by the dock operators prior to that date; that the business and competitive status of the dock op-

[1] The dock operators in question are: Berwind Fuel Company, Carnegie Dock and Fuel Company, Clarkson Coal Company, Cleveland-Cliffs Dock Company, Great Lakes Coal & Dock Company, Hickman-Williams & Company, Inland Coal & Dock Company, Northern Coal & Dock Company, North Western Fuel Company, M. A. Hanna Coal & Dock Company, Philadelphia & Reading Coal & Iron Company, Pickands, Mather & Company, Pittsburgh Coal Company of Wisconsin, Cleveland Cliffs Iron Company, Milwaukee Western Fuel Company, Youghiogheny & Ohio Coal Company, Milwaukee Fuel & Dock Company, Wisconsin Ice & Coal Company, United Coal & Dock Company, Arthur Kuesel Coal Company, Leszczynski Fuel Company, Wisconsin Great Lakes Coal & Dock Company, and Schneider Fuel and Supply Company.

[2] Subsection 4 II (e) of the Act provides, *inter alia:* "No coal subject to the provisions of this section shall be sold or delivered or offered for sale at a price below the minimum or above the maximum therefor established by the Commission, and the sale or delivery or offer for sale of coal at a price below such minimum or above such maximum shall constitute a violation of the code:"

erators and the good-will of their customers would be injured unless they were enabled to fulfill contracts specified in the communications. In particular, these communications stressed the competition to which the communicants are subject from a number of operators of similarly located docks who have not registered with the Division under its Rules and Regulations for the Registration of Distributors.[3]

Thereafter, the Director issued the aforementioned Order of December 30, 1940 in the above-entitled matter, pursuant to his authority under section 4 II (b) of the Act, to review and revise the effective minimum prices, whereby the issues raised by the requests that the dock operators be permitted to fulfill the contracts specified in the aforesaid communications were set for hearing on January 27, 1941. By the same order the contracts in question were made available for public inspection and part of the official record in the proceedings thereby instituted.

Petitions of intervention were filed on behalf of the following persons: District Boards Nos. 1, 2, 6, 7, 10, 11, and 14; Milwaukee County, a political subdivision of the State of Wisconsin; Old Ben Coal Corporation, et al., Sahara Coal Company, and The United Electric Coal Companies, code members in District No. 10; Berwind Fuel Company, The M. A. Hanna Coal & Dock Company, Pittsburgh Coal Company of Wisconsin, Clarkson Coal Company, et al., Milwaukee-Western Fuel Company, and Carnegie Dock and Fuel Company, dock operators. Consumers' Counsel filed a Notice of Appearance.

The hearing was held as scheduled. Appearances at the hearing were entered on behalf of the following parties or interested persons: District Boards Nos. 1, 2, 4, 6, 7, 8, 10 and 11; Sahara Coal Company and Old Ben Coal Corporation, et al., Code members in District No. 10; The Maumee Collieries Company, and Linton-Summitt Coal Company, Code members in District No. 11; M. A. Hanna Coal and Dock Company, The Clarkson Coal Company, The Cleveland-Cliffs Dock Company, the Cleveland-Cliffs Iron Company, Great Lakes Coal & Dock Company, Hickman, Williams & Company, The Inland Coal & Dock Company, The Northern Coal & Dock Company, North Western Fuel Company, The Philadelphia & Reading Coal & Iron Company, Pickands, Mather & Company, Arthur Kuesel Coal Company, Leszczynski Fuel Company, Milwaukee Fuel & Dock Company, Schneider Fuel & Supply Company, United Coal & Dock Company, Wisconsin Great Lakes Coal & Dock Company, Wisconsin Ice & Coal Company, Youghiogheny & Ohio Coal Company, Pittsburgh Coal Company of Wisconsin, Milwaukee-Western Fuel Company, Carnegie Dock & Fuel Company, Berwind Fuel Company; Northwest Paper Company, and Wood Conversion Company, consumers; and the Consumers' Counsel.

All parties and interested persons were afforded full opportunity to appear, present evidence, examine and cross-examine witnesses and otherwise be heard.

After the close of the hearing, on January 28, 1941, The Berwind Fuel Company, one of the dock operators at whose instance this proceeding was instituted, filed a petition praying for temporary relief, pending final disposition of the above-entitled matter, in respect to certain of its contracts involved in this proceeding, upon the basis of the record made at the hearing.

The formal documents and the record made at the hearing in this proceeding indicate that:

The Berwind Fuel Company prays for temporary relief in connection with three contracts entered into in April or May of 1940 and due to expire May, 1941, for the sale of bituminous coal for railroad fuel purposes, to consumers whom it has long served, as follows:

(1) A contract for the sale of 29,000 tons of "5" resultant Island Creek coal" to G. W. Webster and Joseph Chapman, as trustees of the property of the Minneapolis, St. Paul and Sault Ste. Marie Railway Company, at $4.45 per ton, under which contract there remained undelivered on October 1, 1940, 25,702.25 tons of such coal;

(2) A contract for the sale of 10,000 tons of the same coal, at the same price, to the Chicago, St. Paul, Minneapolis & Omaha Railway Company, under which there remained undelivered on October 1, 1940, 8,818.45 tons of such coal;

(3) A contract for the sale of 12,000 tons of Southern West Virginia Island Creek "nut, pea and slack stoker coal" ("screenings") to the Great Northern Railway Company at $4.25 per ton, under which there remained undelivered on October 1, 1940, 10,959.25 tons of such coal.

All of the coal required to fulfill these contracts was purchased, presumably at prices lower than the currently effective minimum prices, and stored on Berwind docks prior to October 1, 1940. Under the provisions of the Act, and the effective minimum prices promulgated pursuant thereto in General Docket No. 15, Berwind would be required to charge not less than $4.50 plus dock-handling charges for 5" x 0 Island Creek resultant delivered subsequent to October 1, 1940; and not less than $3.90, plus dock-handling charges, for Southern West Virginia 2" x 0 screenings delivered after October 1, 1940.

Applying the 50-cent dock-handling charge considered in General Docket No. 15 to afford an illustrative and reasonable basis for the coordination of ex-dock coals with all-rail coals from Minimum Price Area 2 in industrial sizes, Berwind would thus be required to charge, f. o. b. railroad cars at its dock, not less than $5.00 for the Island Creek 5" x 0 resultant coal and at least $4.40 for the Southern West Virginia Island Creek screenings, in the case of deliveries subsequent to October 1, 1940.

Berwind has the aforesaid coals on its dock at the present time, and is holding them for use in fulfillment of the aforesaid contracts. The railroad vendees, however, have manifested their unwillingness to accept delivery of the coal allocated by Berwind to the contracts in question except at the contract prices. They have indicated their intention to shift, regardless of their contracts, to less valuable coals, of lower classification, which are available at the docks at lower minimum prices than are applicable to Berwind's Island Creek 5" x 0 resultant coal or screenings, and which are comparable to their contract prices with Berwind, if billed by Berwind at the effective minimum prices for the Island Creek coals. Berwind has no other outlets during the current season for the latter coals at the effective minimum prices.

The contracts in question were entered into several months before the effective minimum prices were established. The coal called for therein was purchased by Berwind and was stored in the docks before minimum prices became effective. The consumers in question are customers of long standing of the Berwind Fuel Company. There was no opposition at the hearing to the relief requested by Berwind, nor has there been any opposition to its prayer for temporary relief.

Having reviewed, in the light of the foregoing circumstances, the effective minimum prices applicable to the coals subject to the aforementioned contracts of the Berwind Fuel Company, the Director is of the opinion: That the temporary relief prayed for by the Berwind Fuel Company has been shown to be reasonably necessary in order to accord due regard to the interests of the consuming public, to afford to the coals in question a reasonable opportunity to compete on a fair basis and to preserve the existing fair competitive opportunities therefor; that an adequate showing has been made of actual or impending injury in the event that such relief is not granted; and that an adequate showing has been made that the granting of such relief will not unduly prejudice other interested persons.

Now, therefore, it is ordered, That temporary relief pending final disposition of this proceeding, is granted to the Berwind Fuel Company, as follows: Commencing forthwith the effective minimum prices applicable to the "5" resultant Island

[3] As set forth in the Director's Order of October 9, 1940, in docket FD-A-1, there are as yet no sanctions available against violations of the effective minimum prices or marketing rules and regulations by unregistered distributors, unless they are affiliates, subsidiaries or subject to the control of code members, although they are bound to maintain and observe the Division's minimum prices and marketing rules and regulations under section 4 II (h) of the Act.

Creek Coal" and "Southern West Virginia Island Creek nut, pea and slack stoker coal" subject to the aforesaid contracts between the Berwind Fuel Company, as vendors, and G. W. Webster and Joseph Chapman, as trustees of the Minneapolis, St. Paul and Sault Ste. Marie Railway Company, the Great Northern Railway Company, and the Chicago, St. Paul, Minneapolis and Omaha Railway Company, respectively, as vendees, are revised to the extent necessary to permit such coals to be delivered at the prices specified in said contracts: *Provided, however,* That such revision shall apply only as to coal stored on the docks of the Berwind Fuel Company prior to October 1, 1940 and delivered in fulfilment of the aforesaid contracts, after that date.

Notice is hereby given that applications to stay, terminate or modify the temporary relief herein granted may be filed pursuant to the Rules and Regulations Governing Practice and Procedure in Proceeding Instituted Pursuant to section 4 II (d) of the Bituminous Coal Act of 1937.

Nothing contained herein shall be deemed to constitute a ruling or expression of the Director's views concerning the propriety of the effective minimum prices for lake cargo coals for use as railroad locomotive fuel.

Dated: February 26, 1941.

[SEAL] H. A. GRAY,
Director.

[F. R. Doc. 41-1463; Filed, February 27, 1941; 11:44 a. m.]

[Docket No. A-589]

PETITION OF DISTRICT BOARD 8 FOR REDUCTION IN PRICE FOR SIZE GROUP 7 COALS PRODUCED BY FENTRESS COAL AND COKE COMPANY FOR SHIPMENT TO MARKET AREA 114, PURSUANT TO SECTION 4 II (d) OF THE BITUMINOUS COAL ACT OF 1937

MEMORANDUM AND ORDER CONCERNING TEMPORARY RELIEF

Petitioner requested that coal in Size Group 7 from the Wilder No. 3 mine of Fentress Coal and Coke Company be reduced in price from $2.10 per ton to $1.95 per ton for shipment to Market Area 114 (Nashville, Tennessee). An informal conference was held on the question of temporary relief on January 24, 1941. A final hearing was held on February 19, 1941, at which petitioner presented evidence in support of its request, while District Board 9 appeared in opposition to the petition.

At the hearing petitioner introduced evidence that Fentress egg coals had been unable to compete with District 9 Ninth Vein lump and egg coals in Market Area 114 since the establishment of minimum prices and that a 15-cent reduction was necessary in order to achieve a proper relationship between the Fentress coals and the coals of District 9. Petitioner introduced evidence tending to show that in the past the Fentress coal and the Ninth Vein coal had sold at equal prices in Market Area 114, while under present prices Fentress egg coals delivered at a price 15 cents above the price for comparable District 9 coals. It developed that Fentress had been operating steadily during the last two months by crushing its egg size coal down to 2" x 0 slack and selling this coal in the Nashville area; and that hence petitioner's request for temporary relief was based, not on the inability of Fentress to keep its mine running, but on the loss in realization entailed through crushing egg coal to slack coal. District Board 9 opposed the petition on the grounds that the present coordination was proper and that any reduction granted to Fentress would disturb coordination between Fentress coals and the Ninth Vein coals of District 9. On cross examination, District Board 9 showed that its coals were of poorer structure than Fentress coals, that Fentress coal had been used as a base coal in coordinating the coals of Districts 8 and 9 in Market Area 114, and that the question of a fair relationship between the two coals in Market Area 114 was complicated by the fact that District 8 was permitted certain seasonal discounts for shipment into Market Area 114, while no such discounts were allowed on the coals of District 9.

Based on the facts developed at the hearing, the Director is of opinion that the request in the petition involves the coordination of District 8 and 9 coals, that the matter is not one susceptible of ready determination without further care and study, and that petitioner has not shown the imperative necessity required for temporary relief in cases involving coordination between districts. Accordingly, the Director is of opinion that petitioner has made no adequate showing of actual or impending injury in the event that temporary relief is not granted, that the granting of this relief might unduly prejudice other interested persons in advance of a final determination of this proceeding, that no sufficiently clear showing has been made that the petitioner is entitled to the relief sought, and that the request for temporary relief should be denied.

It is so ordered.

Dated: February 26, 1941.

[SEAL] H. A. GRAY,
Director.

[F. R. Doc. 41-1461; Filed, February 27, 1941; 11:43 a. m.]

[Docket No. A-600]

PETITION OF DISTRICT BOARD NO. 10 FOR REVISION OF RAILROAD LOCOMOTIVE FUEL PRICE EXCEPTION NO. 5, APPEARING ON PAGE 46 OF THE SCHEDULE OF EFFECTIVE MINIMUM PRICES FOR DISTRICT NO. 10 FOR ALL SHIPMENTS EXCEPT TRUCK

NOTICE OF AND ORDER FOR HEARING

A petition, pursuant to the Bituminous Coal Act of 1937, having been duly filed with this Division by the above-named party;

It is ordered, That a hearing in the above-entitled matter under the applicable provisions of said Act and the rules of the Division be held on April 1, 1941, at 10 o'clock in the forenoon of that day, at a hearing room of the Bituminous Coal Division, 734 Fifteenth Street NW., Washington, D. C. On such day the Chief of the Records Section in room 502 will advise as to the room where such hearing will be held.

It is further ordered, That Travis Williams or any other officer or officers of the Division duly designated for that purpose shall preside at the hearing in such matter. The officers so designated to preside at such hearing are hereby authorized to conduct said hearing, to administer oaths and affirmations, examine witnesses, subpoena witnesses, compel their attendance, take evidence, require the production of any books, papers, correspondence, memoranda, or other records deemed relevant or material to the inquiry, to continue said hearing from time to time, and to prepare and submit to the Director proposed findings of fact and conclusions and the recommendation of an appropriate order in the premises, and to perform all other duties in connection therewith authorized by law.

Notice of such hearing is hereby given to all parties herein and to persons or entities having an interest in these proceedings and eligible to become a party herein. Any person desiring to be admitted as a party to this proceeding may file a petition of intervention in accordance with the rules and regulations of the Bituminous Coal Division for proceedings instituted pursuant to section 4 II (d) of the Act, setting forth the facts on the basis of which the relief in the original petition is supported or opposed or on the basis of which other relief is sought. Such petitions of intervention shall be filed with the Bituminous Coal Division on or before March 27, 1941.

All persons are hereby notified that the hearing in the above-entitled matter and any orders entered therein, may concern, in addition to the matters specifically alleged in the petition, other matters necessarily incidental and related thereto, which may be raised by amendment to the petition, petitions of interveners or otherwise, or which may be necessary corollaries to the relief, if any, granted on the basis of this petition.

The matter concerned herewith is in regard to the petition of District Board No. 10 for revision of Railroad Locomotive Fuel Price Exception No. 5, appearing on Page 46 of the Schedule of Effective Minimum Prices for District No. 10, For All Shipments Except Truck (the "all-rail schedule"), so as to provide for the privilege of substitution of other sizes in Size Groups 1 to 8, inclusive, on orders for 6" x 1¼" egg coal from the Alton Railroad, for use as railroad locomotive fuel.

Dated: February 26, 1941.

[SEAL] H. A. GRAY,
Director.

[F. R. Doc. 41-1454; Filed, February 27, 1941; 11:41 a. m.]

[Docket No. A-626]

PETITION OF G. B. JENSEN, DOING BUSINESS UNDER THE NAME OF G. B. JENSEN COAL COMPANY, MINE INDEX NO. 649, A PRODUCER IN DISTRICT NO. 12, REQUESTING THE ESTABLISHMENT OF A MINIMUM PRICE FOR SHIPMENTS OF OFF-LINE RAILROAD LOCOMOTIVE FUEL TO THE ILLINOIS CENTRAL RAILROAD AND THE MINNEAPOLIS AND ST. LOUIS RAILROAD

[Docket No. A-629]

PETITION OF DUNREATH COAL COMPANY, A PRODUCER IN DISTRICT NO. 12, FOR REVISION OF EFFECTIVE MINIMUM PRICES ESTABLISHED FOR CERTAIN OF ITS COALS

[Docket No. A-647]

PETITION OF QUINN AND BRADY COAL CO. (BEN QUINN AND JOHN T. BRADY, JR.), A PRODUCER IN DISTRICT NO. 12, FOR REVISION OF EFFECTIVE MINIMUM PRICES ESTABLISHED FOR CERTAIN OF ITS COALS

[Docket No. A-649]

PETITION OF NATIONAL COAL COMPANY, A CODE MEMBER IN DISTRICT NO. 12, REQUESTING MODIFICATION OF THE MINIMUM PRICES ESTABLISHED ON SHIPMENTS OF RAILROAD LOCOMOTIVE FUEL FROM PETITIONER'S NATIONAL MINE (MINE INDEX NO. 33) TO THE MINNEAPOLIS & ST. LOUIS RAILROAD AND TO THE CHICAGO GREAT WESTERN RAILROAD

NOTICE OF AND ORDER FOR POSTPONEMENT OF HEARINGS AND REDESIGNATING TRIAL EXAMINERS AND PLACE OF HEARINGS IN DOCKETS NOS. A-626 AND A-629 AND NOTICE OF AND ORDER FOR HEARINGS ON TEMPORARY AND PERMANENT RELIEF IN DOCKETS NOS. A-647 AND A-649

Original petitions, requesting temporary and permanent relief, having been duly filed with this Division by the above-named parties, pursuant to section 4 II (d) of the Bituminous Coal Act of 1937; and

The above-entitled matters in Dockets Nos. A-626 and A-629 having been assigned for public hearing before D. C. McCurtain, the duly designated Trial Examiner, on February 24, 1941, at 10 o'clock a. m., in a hearing room of the Bituminous Coal Division, 734 Fifteenth Street, NW., Washington, D. C.; and

Original petitioner in Docket No. A-626 having requested that the hearing in that matter be held in Des Moines, Iowa; and

The Director finding that his action in these matters, as hereinafter set forth, is necessary in order to effectuate the purposes of the Act, and to afford all interested parties and persons full opportunity to be heard;

It is ordered, That the above-entitled matters in Dockets Nos. A-626 and A-629 be, and they hereby are, postponed, and that they be held at the time and place hereinafter designated.

It is further ordered, That public hearings on temporary and permanent relief in all of the above-entitled matters be held commencing March 17, 1941, at 10 o'clock a. m., at the Central Fire Station, 9th and Mulberry Streets, Des Moines, Iowa.

It is further ordered, That Edward J. Hayes or any other officer or officers of the Division duly designated for that purpose shall preside at the hearing in all the above-entitled matters vice D. C. McCurtain. The officers so designated to preside at such hearing are hereby authorized to conduct said hearing, to administer oaths and affirmations, examine witnesses, subpoena witnesses, compel their attendance, take evidence, require the production of any books, papers, correspondence, memoranda, or other records deemed relevant or material to the inquiry, to continue said hearing from time to time, and to prepare and submit to the Director proposed findings of fact and conclusions and the recommendation of an appropriate order in the premises, and to perform all other duties in connection therewith authorized by law: *Provided, however*, That the prayers for temporary relief shall be reserved within the jurisdiction of the Director for any such action as may be deemed by him to be appropriate at any time during the course of the proceedings in the above-entitled matters.

Notice of such hearings is hereby given to all parties and to persons or entities having an interest in these proceedings and eligible to become a party herein. Any person desiring to be admitted as a party to these proceedings may file a petition of intervention in accordance with the rules and regulations of the Bituminous Coal Division for proceedings instituted pursuant to section 4 II (d) of the Act, setting forth the facts on the basis of which the relief requested in the original petitions is supported or opposed or on the basis of which other relief is sought. Such petitions of intervention shall be filed with the Bituminous Coal Division on or before March 11, 1941.

All persons are hereby notified that the hearings in the above-entitled matters and any orders entered therein, may concern, in addition to the matters specifically alleged in the petitions, other matters necessarily incidental and related thereto, which may be raised by amendment to the petitions, petitions of interveners or otherwise, or which may be necessary corollaries to the relief, if any, granted on the basis of these petitions.

The matters concerned herewith are in regard to the respective petitions of:

(a) G. B. Jensen Coal Company, Docket No. A-626, for the establishment of a minimum price for shipments of off-line railroad locomotive fuel to the Illinois Central Railroad and the Minneapolis and St. Louis Railroad.

(b) Dunreath Coal Company, Docket No. A-629, for revision of effective minimum prices established for certain of its coals.

(c) Quinn and Brady Coal Company, Docket No. A-647, for revision of effective minimum prices established for certain of its coals.

(d) National Coal Company, Docket No. A-649, for the modification of the minimum prices established on shipments of railroad locomotive fuel from petitioner's National Mine (Mine Index No. 33) to the Minneapolis and St. Louis Railroad and to the Chicago Great Western Railroad.

Dated: February 26, 1941.

[SEAL] H. A. GRAY,
Director.

[F. R. Doc. 41-1458; Filed, February 27, 1941; 11:42 a. m.]

[Docket No. A-665]

PETITION OF THE ENOS COAL MINING COMPANY, A CODE MEMBER IN DISTRICT 11 FOR PRELIMINARY AND PERMANENT REDUCTIONS OF 10 CENTS PER TON IN THE EFFECTIVE MINIMUM PRICES FOR MINE INDEX 36, DISTRICT 11, IN SIZE GROUPS 1 TO 5 INCLUSIVE, FOR SHIPMENT TO MARKET AREA 29

NOTICE OF AND ORDER FOR HEARING

A petition, pursuant to the Bituminous Coal Act of 1937, having been duly filed with this Division by the above-named party;

It is ordered, That a hearing in the above-entitled matter under the applicable provisions of said Act and the rules of the Division be held March 25, 1941, at 10:00 o'clock in the forenoon of that day, at a hearing room of the Bituminous Coal Division, 734 Fifteenth Street NW., Washington, D. C. On such day the Chief of the Records Section in room 502 will advise as to the room where such hearing will be held.

It is further ordered, That D. C. McCurtain or any other officer or officers of the Division duly designated for that purpose shall preside at the hearing in such matter. The officers so designated to preside at such hearing are hereby authorized to conduct said hearing, to administer oaths and affirmations, examine witnesses, subpoena witnesses, compel their attendance, take evidence, require the production of any books, papers, correspondence, memoranda, or other records deemed relevant or material to the inquiry, to continue said hearing from time to time, and to prepare and submit to the Director proposed findings of fact and conclusions and the recommendation of an appropriate order in the premises, and to perform all other duties in connection therewith authorized by law.

Notice of such hearing is hereby given to all parties herein and to persons or entities having an interest in these proceedings and eligible to become a party herein. Any person desiring to be admitted as a party to this proceeding may file a petition of intervention in accordance with the rules and regulations of the Bituminous Coal Division for proceedings instituted pursuant to section 4 II (d) of the Act, setting forth the facts on the basis of which the relief in the

original petition is supported or opposed or on the basis of which other relief is sought. Such petitions of intervention shall be filed with the Bituminous Coal Division on or before March 20, 1941.

All persons are hereby notified that the hearing in the above-entitled matter and any orders entered therein, may concern, in addition to the matters specifically alleged in the petition, other matters necessarily incidental and related thereto, which may be raised by amendment to the petition, petitions of interveners or otherwise, or which may be necessary corollaries to the relief, if any, granted on the basis of this petition.

The matter concerned herewith is in regard to the petition of the Enos Coal Mining Company for temporary and final 10-cent reductions in the effective minimum prices for Mine Index 36 in Size Groups 1 to 5, for shipment to Market Area 29; or, in the alternative for 10-cent reductions in the effective minimum prices for Mine Index 36 in Size Groups 3 and 5, for shipment to Market Area 29.

Dated: February 26, 1941.

[SEAL] H. A. GRAY, *Director.*

[F. R. Doc. 41-1452; Filed, February 27, 1941; 11:40 a. m.]

[Docket No. 1491-FD]

IN THE MATTER OF MAGIC CITY COAL COMPANY, DEFENDANT

CEASE AND DESIST ORDER

A complaint dated November 30, 1940, pursuant to the provisions of sections 4 II (j) and 5 (b) of the Bituminous Coal Act of 1937, having been duly filed on December 2, 1940, by Bituminous Coal Producers Board for District #15, a District Board, complainant, with the Bituminous Coal Division alleging wilful violation by the defendant of the Bituminous Coal Code or rules and regulations thereunder, as follows:

That the defendant sold and delivered 358 tons of Size Group No. 2 (lump) coal having an applicable effective minimum price of $3.30 per ton as Size Group No. 9 (mine run) coal having an applicable minimum price of $2.20 per ton. Said coal was sold between September 30, 1940 and the date of the complaint at less than the effective minimum price as aforesaid. It was delivered via truck.

The defendant having by stipulation made February 4, 1941, a true copy of which is annexed hereto and made a part hereof,[1] admitted the truth of the allegations of said complaint and consented to the making and entry of this order:

It is ordered, That the defendant, its officers, representatives, agents, servants, employees, and attorneys, and all persons acting or claiming to act in its behalf or interest, cease and desist and they hereby are permanently enjoined and restrained from violating the code, the effective minimum prices and marketing rules and regulations.

It is further ordered, That the Division in its discretion may apply to the Circuit Court of Appeals of the United States within any circuit where such defendant resides and carries on business for the enforcement hereof.

Dated: February 26, 1941.

[SEAL] H. A. GRAY, *Director.*

[F. R. Doc. 41-1459; Filed, February 27, 1941; 11:42 a. m.]

[Docket No. 1502-FD]

IN THE MATTER OF GEO. VANDE VEN, DEFENDANT

CEASE AND DESIST ORDER

A complaint dated December 4, 1940, pursuant to the provisions of sections 4 II (j) and 5 (b) of the Bituminous Coal Act of 1937, having been duly filed on December 7, 1940, by Spencer Perkins, a code member, complainant, with the Bituminous Coal Division alleging wilful violation by the defendant of the Bituminous Coal Code or rules and regulations thereunder, as follows:

That the defendant on November 17, 1940, sold to Andrew Gilbert of Zurich, Montana, 9½ tons of ½" nut coal at $3.50 per ton f. o. b. the mine, which was 50 cents per ton below the effective minimum price for said coal. Said coal was produced at defendant's Hollandsville Mine and was shipped via truck. Also that the defendant has sold such coal to various persons at various times at less than the effective minimum price.

The defendant having by stipulation made February 15, 1941, a true copy of which is annexed hereto and made a part hereof,[1] admitted the truth of the allegations of said complaint and consented to the making and entry of this order:

It is ordered, That the defendant, its (or his) officers, representatives, agents, servants, employees, and attorneys, and all persons acting or claiming to act in its (or his) behalf or interest, cease and desist and they hereby are permanently enjoined and restrained from violating the Bituminous Coal Code and the Rules and Regulations made thereunder.

It is further ordered, That the Division in its discretion may apply to the Circuit Court of Appeals of the United States within any circuit where such defendant resides and carries on business for the enforcement hereof.

Dated: February 26, 1941.

[SEAL] H. A. GRAY, *Director.*

[F. R. Doc. 41-1460; Filed, February 27, 1941; 11:42 a. m.]

[1] Not filed as part of the original document.

[Docket No. 1545-FD]

IN THE MATTER OF J. L. WITHERSPOON, DEFENDANT

ORDER POSTPONING HEARING

The above-entitled proceeding having been previously scheduled for hearing on March 20, 1941 at Knoxville, Tennessee;

It is ordered, That the aforesaid hearing be postponed to April 3, 1941, at 10 a. m., and that the place of hearing be changed to a hearing room of the Bituminous Coal Division in the Hotel Norton, Norton, Virginia.

Dated: February 26, 1941.

[SEAL] H. A. GRAY, *Director.*

[F. R. Doc. 41-1457; Filed, February 27, 1941; 11:41 a. m.]

[Docket No. 1590-FD]

IN THE MATTER OF THE APPLICATION OF RENÉ WAHL, D. B. A. JACKSON, LONG, AND PAIGE, CHICAGO, ILLINOIS, TO BE DESIGNATED AS A REGISTERED DISTRIBUTOR

NOTICE OF AND ORDER FOR HEARING

An application, pursuant to § 304.11 of the Rules and Regulations for Registration of Distributors, having been filed with the Bituminous Coal Division by the above-named party;

It is ordered, That a hearing on such matter be held on March 18, 1941, at 10 o'clock in the forenoon of that day at a hearing room of the Bituminous Coal Division, 734 15th Street NW., Washington, D. C. On such day the Chief of the Records Section in Room 502 will advise as to the room where such hearing will be held.

It is further ordered, That Travis Williams or any other officer or officers of the Bituminous Coal Division designated by the Director thereof for that purpose shall preside at the hearing in such matter. The officer so designated to preside at such hearing is hereby authorized to conduct said hearing, to administer oaths and affirmations, examine witnesses, subpoena witnesses, compel their attendance, take evidence, require the production of any books, papers, correspondence, memoranda or other records deemed relevant or material to the inquiry, to continue said hearing from time to time, and to prepare and submit to the Director proposed findings of fact and conclusions and the recommendation of an appropriate order in the premises, and to perform all other duties in connection therewith authorized by law.

Notice of such hearing is hereby given to such applicant and to any other person who may have an interest in such proceeding. Any person desiring to be heard or to be admitted as a party to such proceeding shall file a notice to that effect with the Bituminous Coal Division on or before March 17, 1941.

The matter concerned herewith is in regard to the application of René Wahl, d. b. a. Jackson, Long, and Paige, for registration as a registered distributor, in order that he may receive distributors' discounts on coal purchased by him for resale to the Belmont Material and Coal Company, a retail coal dealer, which controls, is controlled by, affiliated with, or otherwise related to the applicant, and whether or not such affiliation or relationship is bona fide, is not established primarily to secure an indirect price reduction, and is not within the prohibitions of Unfair Methods of Competition, 11 and 12 of section 4, Part II (i) of the Bituminous Coal Act of 1937.

Dated: February 26, 1941.

[SEAL] H. A. GRAY,
Director.

[F. R. Doc. 41-1453; Filed, February 27, 1941; 11:40 a. m.]

Office of Indian Affairs.

PROCLAIMING CERTAIN LANDS IN NEVADA TO BE AN INDIAN RESERVATION

By virtue of authority contained in section 7 of the act of June 18, 1934 (48 Stat., 984), the lands described below, acquired by purchase under the provisions of section 5 of that act, for the use and benefit of such Indians of the Te-Moak Bands of Western Shoshones resident in Nevada as shall be designated by the Secretary of the Interior in accordance with section 19 of the Indian Reorganization Act, are hereby proclaimed to be an Indian reservation for the use and benefit of the Te-Moak Bands of Western Shoshone Indians:

Township 31 N., Range 56 E., M. D. B. & M.
Section 1: The whole thereof;
Section 3: The whole thereof;
Section 4: E½; SW¼;
Section 10: N½ of NW¼; NE¼; E½ of SE¼;
Section 11: SW¼ of NW¼; W½ of SW¼;
Section 12: The whole thereof;
Section 13: N½; SW¼; and that portion of the SE¼ described as follows: Beginning at a point, corner No. 1 on north bank of South Fork of the Humboldt River and southeast bank of Lee Creek and on the east and west center line of said Section 13, from whence the east quarter corner of Section 13 bears easterly 1334 feet distant. From corner No. 1 so identified, thence south 25 degrees 06 minutes east 248 feet to corner No. 2, a cedar corner post of the Ogilvie-Clayton fence on the north bank of South Fork of Humboldt River; Thence South 0 degrees 04 minutes west 82.5 feet to corner No. 3, a cedar post of Ogilvie-Clayton fence and on north side of South Fork of Humboldt River; Thence South 82 degrees 20 minutes West 87 feet to corner No. 4, a cedar corner post of Ogilvie-Clayton fence and on south bank of South Fork of Humboldt River; Thence South 32 degrees East 341 feet to corner No. 5, a cedar corner post of Ogilvie-Clayton fence on the north bank of the South Fork of Humboldt River; Thence South 1 degree 20 minutes West 48 feet to Corner No. 6, a cedar corner post of Ogilvie-Clayton fence and on the South bank of the South Fork of Humboldt River; Thence South 22 degrees 40 minutes East 246 feet to corner No. 7, a cedar corner post of Ogilvie-Clayton fence and on South side of South Fork of Humboldt River; Thence South 5 degrees 02 minutes West 86 feet to Corner No. 8, a cedar corner post of Ogilvie-Clayton fence on South side of South Fork of Humboldt River; Thence South 44 degrees 05 minutes East, 131 feet to Corner No. 9, a cedar corner post of Ogilvie-Clayton fence and on the south side of the South Fork of Humboldt River; Thence South 60 degrees 55 minutes East 116 feet to Corner No. 10, at cedar corner post of Ogilvie-Clayton fence and on the south side of the South Fork of Humboldt River; Thence South 37 degrees 15 minutes East 181 feet to Corner No. 11, a cedar corner post of Ogilvie-Clayton fence and on the south side of the South Fork of the Humboldt River; Thence South 52 degrees 08 minutes East 185.5 feet to Corner No. 12, a cedar corner post of Ogilvie-Clayton fence and on North bank of South Fork of Humboldt River; Thence South 63 degrees 20 minutes East 404 feet to Corner No. 13, a cedar post on west side of County Road and a portion of fence along the West side of said road; Thence South 63 degrees 20 minutes East, or extension of last course, 265 feet, more or less to Corner No. 14, a point on East boundary of Section 13, Township 31 North, Range 56 East, M. D. B. & M. Thence Southerly along the East section line 972 feet, more or less, to the Southeast corner of Section 13; Thence Westerly along the South Section line 2640 feet to the South quarter corner of said Section 13; Thence Northerly along center line of said Section 13, 2640 feet to the center of said Section 13; Thence Easterly along center line of said Section 13, 1306 feet to Corner No. 1, the place of beginning. All being a portion of the SE¼ of Section 13, Township 31 North, Range 56 East, M. D. B. & M., and containing 123 acres, more or less.
Section 14: The whole thereof;
Section 24: N½ of SE¼; NE¼; also that portion of the NW¼ described as follows, to-wit: Beginning at a point, corner No. 1 on west section line of said Section 24, and 1,155 feet southerly from the Northwest section corner; thence South 61 degrees 0 minutes East, 3,030 feet to the center of Section 24, corner No. 2; thence Northerly along subdivision line 2,640 feet to the North quarter corner of said Section 24, Corner No. 3, thence Westerly along section line to Northwest Corner of Said Section 24, Corner No. 4, thence Southerly 1,155 feet to the place of beginning, or corner No. 1, containing 115 acres, more or less.

Township 31 N., Range 57 E., M. D. B. & M.
Section 3: W½;
Section 4: The whole thereof;
Section 5: The whole thereof;
Section 6: SE¼; SW¼ of NE¼; SE¼ of NW¼; NW¼ of NW¼;
Section 7: The whole thereof;
Section 8: S½ of NW¼; SW¼;
Section 10: NW¼;
Section 17: NW¼; N½ of SW¼; NE¼; NE¼ of SE¼; NW¼ of SE¼, excepting therefrom all that certain lot, piece or parcel of land situate, lying and being in the southerly portion of NW¼ of SW¼ of Section 17, particularly described as follows: Beginning at a point on mound of rock accepted as being the quarter corner between Sections 17 and 18, said Township and Range, running thence S. 15.61 chs. to a point at a fence which point is hereby designated and referred to as Point No. 1, thence S. 82°15' E. 15 chs. along said fence to a point; thence S. 71°15' E. 7.7 chs. along fence to intersection with south boundary of N½ of SW¼ of said Sec. 17; thence W. 22.12 chs. along said boundary to a point; thence at right angles to said last named course 4.45 chs. to fence Point No. 1, heretofore referred to.
Section 18: N½;
Section 19: Lot 1, and that portion of Lot 2 described as follows: Beginning at Corner No. 1 a point on the West boundary of said Section 19, from whence the West quarter corner of Section 19 bears Southerly 1,100 feet distant; from a corner No. 1 so identified, thence South 84 degrees East 638 feet to Corner No. 2; thence South 44 degrees 10 minutes East 110 feet to Corner No. 3; thence South 69 degrees 40 minutes East 300 feet to Corner No. 4; thence South 76 degrees 20 minutes East 400 feet, more or less, to a point on East boundary of Lot 2 of said Section 19; thence northerly 569 feet along east boundary of Lot 2, to Northeast corner of Lot 2 of said Section 19; thence Westerly 1,370 feet along the North boundary of Lot 2 to Northwest corner of Lot 2, said Section 19; thence Southerly 220 feet along section line West boundary of Section 19, to Corner No. 1, the place of beginning, including and comprising 11.5 acres. A tract of land in the NE¼ of SW¼ and Lots 3 and 4 of Section 19, Township 31 North, Range 57 East, M. D. B. & M., more particularly described as follows: Beginning at Corner No. 1, a point identified as the former position of the West quarter corner of Section 19, Township 31 North, Range 57 East, M. D. B. & M., running thence South 1,124.90 feet to a point in a fence line now in place, and Corner No. 2; thence along a fence line S 59 degrees 08 minutes E., 400.60 feet to Corner No. 3; thence along a fence line S 77 degrees 04 minutes E. 370.30 feet to Corner No. 4; thence along a fence line S 59 degrees 02 minutes E., 237.30 feet to Corner No. 5; thence along a fence line N 48 degrees 08 minutes E., 1,051.60 feet to Corner No. 6; thence along fence line N 41 degrees 46 minutes West 156.70 feet to Corner No. 7; thence along a fence line N 24 degrees 42 minutes West, 67.20 feet to Corner No. 8; thence along a fence line N 35 degrees 03 minutes West 741.80 feet to Corner No. 9; thence along a fence line N. 87 degrees 21 minutes West 108.50 feet to Corner No. 10; thence along a fence line N 14 degrees 52 minutes West, 44.80 feet to Corner No. 11; thence West 1,012.80 feet to Corner No. 1, the place of beginning. Containing 43.37 acres, more or less. Also a tract in said Section 19 described as follows: Beginning at the quarter corner between Section 19 and Section 24, Township 31 North, Range 56 East, M. D. B. & M., and running thence North 1,093.0 feet; thence East 710 feet; thence South 14 degrees 52 minutes East 1,130.8 feet; thence West 1,000 feet along the line between the Northwest quarter and the Southwest quarter to the quarter corner above mentioned, containing 21.45 acres.

Township 32 N., Range 56 E, M. D. B. & M.
Section 35: The whole thereof;

Township 32 N., Range 57 E., M. D. B. & M.
Section 31: The whole thereof.

Together with all water, water rights, dams and ditches now or heretofore used upon or in connection with the above described premises.

Together with all range, ranges and range watering rights of every name, nature, kind and description used in connection with the above described premises.

All of the said lands being within Elko County, Nevada, containing a total of 9,548.46 acres, more or less.

Pending the adoption of a land use code by the Indians, use of the lands shall be subject to such rules and regulations as the Secretary of the Interior may prescribe for the protection of the soil and

proper utilization and development of the land.

February 8, 1941

A. J. WIRTZ,
Acting Secretary of the Interior.

[F. R. Doc. 41-1421; Filed, February 27, 1941; 10:23 a. m.]

DEPARTMENT OF AGRICULTURE.

Surplus Marketing Administration.

DETERMINATION OF THE SECRETARY OF AGRICULTURE, APPROVED BY THE PRESIDENT OF THE UNITED STATES, WITH RESPECT TO THE ISSUANCE OF ORDER NO. 35, REGULATING THE HANDLING OF MILK IN THE OMAHA-COUNCIL BLUFFS MARKETING AREA

Whereas the Secretary of Agriculture, pursuant to the powers conferred upon him by Public Act No. 10, 73d Congress, as amended and as reenacted and amended by the Agricultural Marketing Agreement Act of 1937, having reason to believe that the execution of amendments to a tentatively approved marketing agreement, and the issuance of amendments to Order No. 35, both of which regulate the handling of milk in the Omaha-Council Bluffs marketing area, would tend to effectuate the declared policy of the act, gave, on the 26th day of November 1940, notice of a public hearing to be held at Omaha, Nebraska, on certain proposed amendments to said tentatively approved marketing agreement and to said Order No. 35, which hearing was held on the 10th day of December 1940, and at said time and place conducted a public hearing at which all interested parties were afforded an opportunity to be heard on the said proposed amendments; and

Whereas after said hearing and after the tentative approval by the Secretary, on the 25th day of January 1941, of a marketing agreement, as amended, handlers of more than fifty percent of the volume of milk covered by Order No. 35, as amended, which is marketed within the Omaha-Council Bluffs marketing area, refused or failed to sign such tentatively approved marketing agreement, as amended, relating to milk:

Now, therefore, the Secretary of Agriculture, pursuant to the powers conferred upon him by said act, hereby determines:

1. That the refusal or failure of said handlers to sign said tentatively approved marketing agreement, as amended, tends to prevent the effectuation of the declared policy of the act;

2. That the issuance of the proposed amendment No. 1 to Order No. 35 is the only practical means, pursuant to such policy, of advancing the interests of producers of milk which is produced for sale in said area; and

3. That the issuance of the proposed amendment No. 1 to Order No. 35 is approved or favored by over two-thirds of the producers who participated in a referendum conducted by the Secretary, and who, during the month of October 1940, said month having been determined by the Secretary to be a representative period, were engaged in the production of milk for sale in said area.

In witness whereof, Grover B. Hill, Acting Secretary of Agriculture of the United States, has executed this determination in duplicate, and has hereunto set his hand and caused the official seal of the Department of Agriculture to be affixed in the city of Washington, District of Columbia, this 21st day of February 1941.

[SEAL] GROVER B. HILL,
Acting Secretary of Agriculture.

Approved:

FRANKLIN D ROOSEVELT
The President of the United States.

Dated: FEBRUARY 25, 1941.

[F. R. Doc. 41-1468; Filed, February 27, 1941; 11:36 a. m.]

TERMINATION OF THE LICENSE, AS AMENDED, FOR MILK—OMAHA-COUNCIL BLUFFS SALES AREA

Whereas the Secretary of Agriculture on March 31, 1939, suspended the license, as amended, for milk—Omaha-Council Bluffs sales area, said suspension being effective April 4, 1939; and

Whereas the Secretary has determined to terminate said license, as amended:

Now, therefore, Claude R. Wickard, Secretary of Agriculture of the United States, pursuant to the powers conferred upon the Secretary by Public Act No. 10, 73d Congress, as amended and as reenacted and amended by the Agricultural Marketing Agreement Act of 1937, hereby terminates the aforementioned license, as amended, said termination to become effective at 11:59 p. m., c. s. t., February 28, 1941.

This order of termination shall in no way affect any obligations which have arisen or which may hereafter arise in connection with, by virtue of, or pursuant to said license, as amended, provided such obligations were incurred prior to the effective date of this order, nor shall this order of termination be deemed to waive any violation of said license, as amended, which may have occurred prior to the effective date of this order.

In witness whereof, I Claude R. Wickard, Secretary of Agriculture of the United States, have executed this termination in duplicate and caused the official seal of the Department of Agriculture to be affixed hereto in the city of Washington, District of Columbia, this 27th day of February 1941.

[SEAL] CLAUDE R. WICKARD,
Secretary of Agriculture.

[F. R. Doc. 41-1467; Filed, February 27, 1941; 11:35 a. m.]

FEDERAL SECURITY AGENCY.

Food and Drug Administration.

[Docket No. FDC-28]

IN THE MATTER OF AMENDMENTS OF THE STANDARDS OF QUALITY FOR CANNED PEACHES, CANNED APRICOTS AND CANNED PEARS

NOTICE OF HEARING

The above-entitled matter, heretofore set for public hearing on January 16, 1941, pursuant to notice of the Federal Security Administrator, dated December 10, 1940, published in the FEDERAL REGISTER of December 11, 1940 (5 F.R. 4900), upon the proposals advocated by the Canners League of California on behalf of its members as set forth in said notice, having been then duly adjourned to February 17, 1941, and on such date further duly adjourned to April 1, 1941, at 10 A. M., in Room 2860, South Building, Independence Avenue and 14th Street SW., Washington, D. C., and, it having been concluded by said Administrator that certain additional proposals to amend the regulation fixing and establishing a standard of quality for canned pears (5 F.R. 106) be considered at such hearing,

Now, therefore, by virtue of the authority vested in him and more fully set forth in the aforesaid notice, said Administrator does hereby give notice that, in addition to the said proposals advocated by the Canners League of California, the following proposals, issued by the Administrator on his own initiative, will be considered at such hearing:

(1) That subsection (a) of the regulation fixing and establishing a standard of quality for canned pears be amended by adding an additional clause thereto, providing as follows:

(8) The drained pears contain not more than _____ per cent (to be fixed within the range of .05 per cent to .15 per cent) of gritty particles, as determined by the method prescribed in subsection (b) (2).

(2) That subsection (b) of said regulation be amended by designating the same as subsection (b) paragraph (1) and by adding to said subsection an additional paragraph, providing as follows:

(2) Canned pears shall be tested by the following method to determine whether or not they meet the requirements of clause (8) of subsection (a):

Distribute the pears over the meshes of a circular sieve made with No. 8 woven-wire cloth which complies with specifications for such cloth set forth under "2380 Micron (No. 8)" in Table I of "Standard Specifications for Sieves," published March 1, 1940, in L. C. 584 of the U. S. Department of Commerce, National Bureau of Standards. Use a sieve 8 inches in diameter if the quantity of the contents of the container is less than 3 pounds, or a sieve 12 inches in diameter if such quantity is 3 pounds or more. If

pears are halved, turn cups down. Without further shifting the pears so incline the sieve as to facilitate drainage. Two minutes from the time drainage begins, remove the pears from the sieve and separate them from solid particles of spice or other material which are not part of the fruit. If the sample consists of whole pears, break each pear open and remove the stem and adhering fibers, the complete core, and the calyx; wipe the core gently with the finger to remove adhering flesh, including such flesh with the pears. Mash the pears and flesh to a pulp. Mix thoroughly. Weigh 50 grams of such mixture into the metal cup of a malted milk stirrer, add 200 cc. of water and 25 cc. of 50% NaOH solution. Bring the mixture to a boil and boil vigorously for 5 minutes. Place the cup under the stirrer and stir for 5 minutes. Using a circular piece about 5½ inches in diameter, fashion a sieve with 30-mesh metal cloth woven with alkali-resistant wire not less than 0.011 nor more than 0.016 inch in diameter and with width of openings not less than 0.02 nor more than 0.025 inch, turning up about one inch on all sides to give a flat bottom circular sieve about 3½ inches in diameter with side walls one inch high. Dry the sieve in a small uncovered alkali-resistant dish for 2 hours at 100° C., and weigh sieve and dish. Immediately after stirring, filter the material through the sieve. Wash liberally with hot water until the gritty particles are free of adhering material. Return the sieve to the alkali-resistant dish and dry at 100° C. for 2 hours. Weigh the dish, sieve, and gritty particles. Subtract the weight of dish and sieve from such weight and multiply the remainder by 2 to obtain the percentage of gritty particles.

(3) That subsection (c) of said regulation be amended by adding to the first sentence, at the end thereof, the following:

(8) "Excessively Gritty".

The hearing will be conducted in accordance with the rules of practice [1] provided for such hearings as published in the FEDERAL REGISTER of June 26, 1940, at pages 2379 to 2381 (5 F.R. 2379–2381).

In lieu of oral testimony, interested persons may offer affidavits to the Presiding Officer by delivering the same at Room 2240, South Building, Independence Avenue and 14th Street, SW., Washington, D. C., on or before the date of the opening of the hearing, namely, April 1, 1941. Such affidavits, if relevant and material, may be received and made a part of the record at the hearing, but the Administrator will consider the lack of opportunity for cross-examination in determining the weight to be given to statements made in the form of affidavits. Every interested person will be permitted, in accordance with the above-mentioned rules of practice, to examine the affidavits offered and to file counter-affidavits with the Presiding Officer.

[1] 21 CFR §§ 2.701–2.715.

Joseph L. Maguire is hereby designated as the Presiding Officer to conduct the hearing in the place and stead of Michael F. Markel, who was designated as the Presiding Officer in said original notice, with full authority to administer oaths and affirmations and to do all other things appropriate to the conduct of the hearing.

The proposed amendments are subject to adoption, rejection, amendment, or modification by the Administrator, in whole or in part, as the evidence adduced at the hearing may require.

Washington, D. C., February 26, 1941.

[SEAL] WAYNE COY,
Acting Administrator.

[F. R. Doc. 41–1446; Filed, February 27, 1941; 11:19 a. m.]

SECURITIES AND EXCHANGE COMMISSION.

[File No. 43–230]

STONEWALL ELECTRIC COMPANY AND TUCSON GAS, ELECTRIC LIGHT AND POWER COMPANY

SUPPLEMENTAL ORDER [1]

At a regular session of the Securities and Exchange Commission, held at its office in the City of Washington, D. C., on the 26th day of February, A. D. 1941.

The Commission having heretofore on the 18th day of July 1939 issued an order permitting a declaration by Stonewall Electric Company regarding the issue and sale of promissory notes to the Rural Electrification Administration in the principal amount of $65,000 to become effective and approved an application regarding the execution of a lease and option purchase agreement by Stonewall Electric Company to Tucson Gas, Electric Light and Power Company in respect of certain rural distribution lines or additions thereto, to be constructed out of the proceeds of said notes; and

Stonewall Electric Company having filed a supplemental declaration regarding an increase in the amount of such notes to the extent of $35,000, the proceeds thereof to be used in making additions to the rural distribution lines constructed from the proceeds of the original loan; and

It appearing to the Commission that the findings heretofore made with respect to the original notes in the amount of $65,000 are equally applicable to this increase in amount thereof:

It is ordered, That the supplemental declaration regarding the increase in the amount of such notes in the amount of $35,000 be and it hereby is, permitted to become effective.

By the Commission.

[SEAL] FRANCIS P. BRASSOR,
Secretary.

[F. R. Doc. 41–1445; Filed, February 27, 1941; 11:15 a. m.]

[1] Public Utility Holding Company Act of 1935, Section 7.

[File No. 70–243]

IN THE MATTER OF FEDERAL WATER SERVICE CORPORATION, SCRANTON-SPRING BROOK WATER SERVICE COMPANY, CARBONDALE GAS COMPANY

ORDER POSTPONING HEARING

At a regular session of the Securities and Exchange Commission held at its office in the City of Washington, D. C., on the 26th day of February, A. D. 1941.

The Commission having ordered that a hearing in the above entitled matter be held on March 3, 1941, and the applicants and declarants having requested that such hearing be postponed; and

It appearing to the Commission that such request should be granted;

It is ordered, That such hearing be and it hereby is postponed to March 24, 1941, at 10:00 o'clock in the forenoon.

By the Commission.

[SEAL] FRANCIS P. BRASSOR,
Secretary.

[F. R. Doc. 41–1443; Filed, February 27, 1941; 11:15 a. m.]

[File No. 1–780]

IN THE MATTER OF BACKSTAY WELT COMPANY COMMON STOCK, NO PAR VALUE

ORDER SETTING HEARING ON APPLICATION TO WITHDRAW FROM LISTING AND REGISTRATION

At a regular session of the Securities and Exchange Commission held at its office in the City of Washington, D. C., on the 26th day of February, A. D. 1941.

The Backstay Welt Company, pursuant to Section 12 (d) of the Securities Exchange Act of 1934, as amended, and Rule X-12D2–1 (b) promulgated thereunder, having made application to the Commission to withdraw its Common Stock, No Par Value, from listing and registration on the Chicago Stock Exchange; and

The Commission deeming it necessary for the protection of investors that a hearing be held in this matter at which all interested persons be given an opportunity to be heard;

It is ordered, That the matter be set down for hearing at 10 A. M. on Tuesday, April 8, 1941, at the office of the Securities & Exchange Commission, 105 West Adams Street, Chicago, Illinois, and continue thereafter at such times and places as the Commission or its officer herein designated shall determine, and that general notice thereof be given; and

It is further ordered, That Henry Fitts, an officer of the Commission, be and he hereby is designated to administer oaths and affirmations, subpoena witnesses, compel their attendance, take evidence, and require the production of any books, papers, correspondence, memoranda or other records deemed relevant or material to the inquiry, and to perform all other duties in connection therewith authorized by law.

By the Commission.

[SEAL] FRANCIS P. BRASSOR,
Secretary.

[F. R. Doc. 41–1444; Filed, February 27, 1941; 11:15 a. m.]