FEDERAL REGISTER

VOLUME 6 NUMBER 67

Washington, Saturday, April 5, 1941

The President

NATIONAL EMPLOYMENT WEEK

BY THE PRESIDENT OF THE UNITED STATES

A PROCLAMATION

Despite great expansions in employment resulting directly and indirectly from our vast National Defense Program, the State and Federal governments continue to be concerned with the problems of older workers, many of whom still lack a place in industry. Among these are a considerable number of World War veterans, men who now average 48 years of age, and who, I feel, have a special appeal to our national sense of responsibility particularly during this time of national defense preparation.

The United States Employment Service—a Nation-wide network of 1500 offices operated jointly by the State and Federal governments—has made special efforts in behalf of workers past 40 years of age, including veterans. In the interest of utilizing all possible skills in our defense program, I urge that employers review carefully their standards of physical qualifications to assure that these valuable workers are not barred from employment. We know from available facts that men and women in middle life possess abilities and skills which fit them for employment in nearly every line of work and that they have a definite contribution to make at this time of increasing shortages of experienced workers. It is important in our national defense effort that we fully and effectively use the available man-power of the Nation.

A year ago I designated a National Employment Week during which I asked that all our citizens give particular and active attention to the problem of older workers who lack employment. The concerted efforts of government, many public-spirited groups, and particularly of employers throughout the land, resulted in the employment of thousands of workers past 40, among them many veterans. I am grateful for the whole-hearted response to that appeal; and as President, I desire to encourage a continued Nation-wide interest in this persistent problem.

NOW, THEREFORE, I, FRANKLIN D. ROOSEVELT, President of the United States of America, do hereby declare the week beginning May 4, 1941, as National Employment Week, and Sunday May 4, 1941, as National Employment Sunday. I urge all churches, civic organizations, chambers of commerce, boards of trade, veterans' organizations, industry, labor, public-spirited citizens, radio, and the press throughout the United States to observe that week as National Employment Week, to the end that interest in the welfare of all those not now working, and especially the worker over 40, may be stimulated and employment be extended to them.

IN WITNESS WHEREOF I have hereunto set my hand and caused the seal of the United States of America to be affixed.

DONE at the City of Washington this 2d day of April in the year of our Lord nineteen hundred and forty-
[SEAL] one and of the Independence of the United States of America the one hundred and sixty-fifth.

FRANKLIN D ROOSEVELT

By the President:

CORDELL HULL,
Secretary of State

[No. 2471]

[F. R. Doc. 41-2480; Filed, April 4, 1941; 11:15 a. m.]

EXECUTIVE ORDER

CORRECTING EXECUTIVE ORDERS NOS. 8680, 8682, AND 8683 OF FEBRUARY 14, 1941, ESTABLISHING CERTAIN NAVAL DEFENSIVE SEA AREAS AND NAVAL AIRSPACE RESERVATIONS

The phrase "the territorial waters between the extreme high-water marks in the three-mile marine boundaries" oc-

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RULES, REGULATIONS, ORDERS

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FEDERAL REGISTER

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curring in the first paragraph of Executive Orders Nos. 8680,[1] 8682,[2] and 8683 [2] of February 14, 1941, establishing certain naval defensive sea areas and naval airspace reservations, is hereby corrected to read "the territorial waters between the extreme high-water marks and the three-mile marine boundaries".

FRANKLIN D ROOSEVELT

THE WHITE HOUSE,
April 2, 1941.

[No. 8729]

[F. R. Doc. 41-2468; Filed, April 4, 1941; 9:42 a. m.]

EXECUTIVE ORDER

AMENDMENT OF SUBDIVISION IX, SCHEDULE B, CIVIL SERVICE RULES

By virtue of the authority vested in me by paragraph Eighth of subdivision SECOND of section 2 of the Civil Service Act (22 Stat. 403, 404), it is ordered that Subdivision IX of Schedule B of the Civil Service Rules be, and it is hereby, amended by adding thereto the following paragraph:

"2. Classified positions in the Custodial Service, and in the Division of Equipment and Supplies under the Fourth Assistant Postmaster General, when filled by the promotion of unclassified laborers, subject to the approval of the Civil Service Commission."

This order, which is recommended by the Civil Service Commission in view of the agreement by the Fourth Assistant Postmaster General that hereafter unclassified positions will be filled through appointment from appropriate classified registers as provided in section 3 of Civil Service Rule II, will permit unskilled personnel appointed from the unclassified laborer register to advance upon non-competitive examination to classified positions, but will not accord to such employees a classified status or render them eligible to transfer to classified positions in other branches of the Federal service.

FRANKLIN D ROOSEVELT

THE WHITE HOUSE,
April 2, 1941.

[No. 8730]

[F. R. Doc. 41-2467; Filed, April 4, 1941; 9:42 a. m.]

Rules, Regulations, Orders

TITLE 10—ARMY: WAR DEPARTMENT

CHAPTER V—MILITARY RESERVATIONS AND NATIONAL CEMETERIES

PART 54—POST EXCHANGES [3]

§ 54.8 *Purchases.* * * *

(b) *For concessionaires.* (1) The purchase by the exchange of merchandise needed by concessionaires in the operation of their concession is prohibited except where it has been determined and made of record that matters of taxation are not involved. (R. S. 161; 5 U.S.C. 22) [Par. 51, AR 210-65, June 29, 1929, as amended by Cir. 48, W.D., March 24, 1941]

* * * * *

[SEAL] E. S. ADAMS,
Major General,
The Adjutant General.

[F. R. Doc. 41-2465; Filed, April 4, 1941; 9:40 a. m.]

CHAPTER VII—PERSONNEL

PART 73—APPOINTMENT OF COMMISSIONED OFFICERS AND CHAPLAINS

§§ 73.101 to 73.116,[1] inclusive, are rescinded by revision of AR 605-8. (Sec. 7, 53 Stat. 555) [AR 605-8, W.D., Mar. 27, 1941]

[SEAL] E. S. ADAMS,
Major General,
The Adjutant General.

[F. R. Doc. 41-2466; Filed, April 4, 1941; 9:40 a. m.]

TITLE 16—COMMERCIAL PRACTICES

CHAPTER I—FEDERAL TRADE COMMISSION

[Docket No. 4376]

PART 3—DIGEST OF CEASE AND DESIST ORDERS

IN THE MATTER OF TRUDEAU CANDIES, INC.

§ 3.99 (b) *Using or selling lottery devices; in merchandising.* Supplying, etc., in connection with offer, etc., in commerce, of candy or other merchandise, others with candy or any other merchandise together with push or pull cards, punchboards, or other lottery devices, which said push or pull cards, punchboards or other lottery devices are to be, or may be, used in selling or distributing such candy or other 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, Trudeau Candies, Inc., Docket 4376, March 22, 1941]

§ 3.99 (b) *Using or selling lottery devices; in merchandising.* Supplying, etc., in connection with offer, etc., in commerce, of candy or other merchandise, others with push or pull cards, punchboards or other lottery devices either with assortments of candy or other merchandise or separately, which said push or pull cards, punchboards or other lottery devices are to be, or may be, used in selling or distributing such candy or other 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,

[1] 6 F.R. 1014.
[2] 6 F.R. 1015.
[3] § 54.8 (b) (1) is amended.

[1] 4 F.R. 3244-3248.

Trudeau Candies, Inc., Docket 4376, March 22, 1941]

§ 3.99 (b) *Using or selling lottery devices; in merchandising.* Selling, etc., in connection with offer, etc., in commerce, of candy or 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, Trudeau Candies, Inc., Docket 4376, March 22, 1941]

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 22nd day of March, A. D. 1941.

This proceeding having been heard by the Federal Trade Commission[1] upon the complaint of the Commission and the answer of respondent, in which answer respondent admits all the material allegations of fact set forth in said complaint and states that it waives all intervening procedure and further hearing as to said facts and the Commission having made its findings as to the facts and conclusion that said respondent has violated the provisions of the Federal Trade Commission Act;

It is ordered, That the respondent, Trudeau Candies, 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 or 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 candy or any other merchandise together with push or pull cards, punchboards or other lottery devices, which said push or pull cards, punchboards or other lottery devices are to be used, or may be used, in selling or distributing such candy or other merchandise to the public;

(2) Supplying to or placing in the hands of others push or pull cards, punchboards or other lottery devices either with assortments of candy or other merchandise or separately, which said push or pull cards, punchboards or other lottery devices are to be used, or may be used, in selling or distributing such candy or other 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 respondent shall, within sixty (60) 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. 41-2469; Filed, April 4, 1941; 9:52 a. m.]

[1] 6 F.R. 639.

[Docket No. 4382]

PART 3—DIGEST OF CEASE AND DESIST ORDERS

IN THE MATTER OF ERIE LABORATORIES, INC., ET AL.

§ 3.6 (t) *Advertising falsely or misleadingly; qualities or properties of product:* § 3.6 (x) *Advertising falsely or misleadingly; results:* § 3.6 (y) *Advertising falsely or misleadingly; safety:* § 3.71 (e) *Neglecting, unfairly or deceptively, to make material disclosure; safety:* Disseminating, etc., in connection with offer, etc., of respondent's medicinal preparation known as "Mrs. Bee Femo Caps", "Femo Caps" and "Bee Caps", or any other substantially similar preparation, any advertisements by means of the 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 constitutes a competent or effective treatment for delayed, unnatural or suppressed menstruation, or that it is safe or harmless; or which advertisements fail to reveal that the use of said preparation may cause gastro-intestinal disturbances and excessive congestion and hemorrhage of the pelvic organs and in the case of pregnancy may cause uterine infection and blood poisoning; 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, Erie Laboratories, Inc., et al., Docket 4382, March 21, 1941]

In the Matter of Erie Laboratories, Inc., Also Trading as Mack Pharmacal Company; Allied Pharmacal Co., a Corporation, Also Trading as Erie Laboratories, Inc.; and Melvin Rose, David F. Berland, and Rose Kotenberg, Individually and as Officers and Directors of Allied Pharmacal Co.

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 21st day of March, A. D. 1941.

This proceeding having been heard 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, Erie Laboratories, Inc., also trading as Mack Pharmacal Company; Allied Pharmacal Co., a corporation, also trading as Erie Laboratories, Inc., and Melvin Rose, David F. Berland, and Rose Kotenberg, individually and as officers and directors of Allied Pharmacal Co., their representatives, agents, and employees, directly or through any corporate or other device, in connection with the offering for sale, sale or distribution of their medicinal preparation known as "Mrs. Bee Femo Caps", and as "Femo Caps" and "Bee Caps", or any preparation of substantially similar composition or possessing substantially similar properties, whether sold under the same names or under 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 Commission Act, which advertisement represents, directly or through inference, that said preparation constitutes a competent or effective treatment for delayed, unnatural or suppressed menstruation; that said preparation is safe or harmless; or which advertisement fails to reveal that the use of said preparation may cause gastro-intestinal disturbances and excessive congestion and hemorrhage of the pelvic organs and in the case of pregnancy may cause uterine infection and blood poisoning;

2. Disseminating or causing to be disseminating 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, or which fails to reveal that the use of said preparation may cause gastro-intestinal disturbances and excessive congestion and hemorrhage of the pelvic organs, and in the case of pregnancy may cause uterine infection and blood poisoning.

It is further ordered, That the respondents shall, within ten (10) days after service upon them of this order, file with the Commission an interim report in writing, stating whether they intend to comply with this order and, if so, the manner and form in which they intend to comply, and that within sixty (60) days after service upon them of this order, said respondents shall 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. 41-2470; Filed, April 4, 1941; 9:52 a. m.]

[Docket No. 4440]

PART 3—DIGEST OF CEASE AND DESIST ORDERS

IN THE MATTER OF CONSOLIDATED BOOK PUBLISHERS, INC.

§ 3.6 (a) (3) *Advertising falsely or misleadingly; business status, advantages or connections of advertiser; business*

connections or arrangements with others: § 3.6 (j10) *Advertising falsely or misleadingly; history of product or offering:* § 3.6 (m7) *Advertising falsely or misleadingly; limited offers or supply:* § 3.6 (m10) *Advertising falsely or misleadingly; Manufacture or preparation:* § 3.6 (r) (6.5) *Advertising falsely or misleadingly; prices; subsidized:* § 3.6 (u) *Advertising falsely or misleadingly; quality:* § 3.6 (y10) *Advertising falsely or misleadingly; scientific or other relevant facts:* § 3.6 (bb10) *Advertising falsely or misleadingly; size:* § 3.6 (gg) *Advertising falsely or misleadingly; value:* § 3.72 (g10) *Offering deceptive inducements to purchase; limited offers or supply.* Representing, in connection with offer, etc., in commerce, of respondent's Standard American Encyclopedia and its Universal Dictionary of the English Language, that the price at which said encyclopedia is offered for sale or sold to the public is lower than it otherwise would be but for the activities of the "American Home Library Foundation" or that the price at which said encyclopedia is sold is the result of any subsidy from any beneficent or educational organization, or of any other subsidy; that the "American Home Library Foundation" is a beneficent or educational organization or is anything other than an affiliated corporation which cooperated with respondent in selling said encyclopedia for a profit; that the volumes of said encyclopedia are "huge" or of other than ordinary size; that said encyclopedia is a "Giant" home reference library; that the editorial cost of production thereof was a million dollars or any other sum beyond the actual cost thereof; that the supply thereof is limited; or that the so-called "de luxe" edition's binding is made of leather or of other than imitation leather; 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, Consolidated Book Publishers, Inc., Docket 4440, March 19, 1941]

§ 3.6 (j10) *Advertising falsely or misleadingly; history of product or offering:* § 3.6 (j15) *Advertising falsely or misleadingly; identity of product:* § 3.6 (m10) *Advertising falsely or misleadingly; manufacture or preparation:* § 3.6 (o) *Advertising falsely or misleadingly; old as new.* Representing, in connection with offer, etc., in commerce, of respondent's Standard American Encyclopedia and its Universal Dictionary of the English Language, that said Universal Dictionary of the English Language is new throughout or is not a revised reproduction of an older production or is anything other than an American publication of the same dictionary first published in England in 1932 under its same name by another publisher except for specified changes which, in fact, have been made; that the definitions of the words or phrases of said 1932 edition of said dictionary have been newly written or rewritten; that twelve years or any longer period of time than was actually required was required to prepare said dictionary for publication and in publishing the first edition thereof; or that Oxford University or any such educational institution sponsored or contributed in any way to the publication of said dictionary; 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, Consolidated Book Publishers, Inc., Docket 4440, March 19, 1941]

At a regular session of the Federal Trade Commission held at its office in the City of Washington, D. C., on the 19th day of March, A. D. 1941.

This proceeding having been heard by the Federal Trade Commission upon the complaint of the Commission and a stipulation as to the facts entered into between the respondent herein and W. T. Kelley, Chief Counsel for the Commission, which provides among other things that without further evidence or other intervening procedure the Commission may issue and serve upon the respondent herein findings as to the facts and conclusion based thereon, and an order of disposing of the proceeding, and the Commission having made its findings as to the facts and conclusion that said respondent has violated the provisions of the Federal Trade Commission Act;

It is ordered, That the respondent, Consolidated Book Publishers, 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 its encyclopedia known as Standard American Encyclopedia and its dictionary called Universal Dictionary of the English Language, in commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from:

1. Representing that the price at which said encyclopedia is offered for sale or sold to the public is lower than it otherwise would be but for the activities of the "American Home Library Foundation" or that the price at which said encyclopedia is sold is the result of any subsidy from any beneficent or educational organization, or of any other subsidy; that the "American Home Library Foundation" is a beneficent or educational organization or is anything other than an affiliated corporation which cooperated with respondent in selling said encyclopedia for a profit; that the volumes of said encyclopedia are "huge" or of other than ordinary size; that said encyclopedia is a "Giant" home reference library; that the editorial cost of production of such encyclopedia was a million dollars or any other sum beyond the actual cost thereof; that the supply of said encyclopedias is limited; that the so-called "de luxe" edition's binding is made of leather or of other than imitation leather.

2. Representing that said Universal Dictionary of the English language is new throughout or is not a revised reproduction of an older production or is anything other than an American publication of the same dictionary first published in England in 1932 under its same name by another publisher except for specified changes which, in fact, have been made; that the definitions of the words or phrases of said 1932 edition of said dictionary have been newly written or rewritten; that twelve years or any longer period of time than was actually required was required to prepare said dictionary for publication and in publishing the first edition thereof; that Oxford University or any such educational institution sponsored or contributed in any way to the publication of said dictionary.

It is further ordered, That the respondent shall, within sixty (60) 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. 41-2471; Filed, April 4, 1941; 9:53 a. m.]

[Docket No. 3707]

PART 3—DIGEST OF CEASE AND DESIST ORDERS

IN THE MATTER OF ELECTRICAL LABORATORIES COMPANY, INC.

§ 3.6 (t) *Advertising falsely or misleadingly; qualities or properties of product:* § 3.6 (x) *Advertising falsely or misleadingly; results.* Representing, in connection with offer, etc., in commerce, of respondent's radio receiving set accessory now known and sold as "Walco Aerial Eliminator" or "Dynamic Antenna", or any substantially similar device, that such device (1) improves the selectivity and tone of radio receiving sets and gives volume and distance equal to outdoor aerials, with better selectivity; (2) ends all dangers of lightning, storms, and short circuits, except insofar as these dangers may be due to the maintenance of an outside aerial; and (3) eliminates clicks and noises from wind and rain, except insofar as these may be due to the physical movement of an outside aerial resulting from such causes; 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, Electrical Laboratories Company, Inc., Docket 3707, March 25, 1941]

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 25th day of March, A. D. 1941.

This proceeding having been heard by the Federal Trade Commission [1] upon the

[1] 4 F.R. 2173.

complaint of the Commission, testimony and other evidence in support of the allegations of said complaint taken before John P. Bramhall, an examiner of the Commission theretofore duly designated by it, brief filed by Carrel F. Rhodes, counsel for the Commission, (respondent having failed to file any answer or brief and no request for oral argument having been made) 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, Electrical Laboratories Company, Inc., its officers, representatives, agents, and employees, directly or through any corporate or other device, in connection with the offering for sale, sale, and distribution in commerce, as "commerce" is defined in the Federal Trade Commission Act, of its radio receiving set accessory now known as and sold under the name "Walco Aerial Eliminator" or "Dynamic Antenna," or any similar device having substantially the same utility, do forthwith cease and desist from:

(1) Representing that such device improves the selectivity and tone of radio receiving sets and gives volume and distance equal to outdoor aerials, with better selectivity.

(2) Representing that such device ends all dangers of lightning, storms, and short circuits, except insofar as these dangers may be due to the maintenance of an outside aerial.

(3) Representing that such device eliminates clicks and noises from wind and rain, except insofar as these may be due to the physical movement of an outside aerial resulting from such causes.

It is further ordered, That respondent shall, within sixty (60) days after the 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. 41-2489; Filed, April 4, 1941; 11:44 a. m.]

[Docket No. 3663]

PART 3—DIGEST OF CEASE AND DESIST ORDERS

IN THE MATTER OF CLARO LABORATORIES, INC., ET AL.

§ 3.6 (t) *Advertising falsely or misleadingly; qualities or properties of product:* § 3.6 (x) *Advertising falsely or misleadingly; results:* § 3.6 (y) *Advertising falsely or misleadingly; safety.* Representing, directly or by implication, in connection with offer, etc., in commerce, of respondents' Claro Hair Remover or any other substantially similar preparation, that respondents' preparation constitutes a safe or non-irritating means of removal of superfluous hair from the human body, or that it will permanently remove such hair or retard its growth, 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, Claro Laboratories, Inc., et al., Docket 3663, March 25, 1941]

In the Matter of Claro Laboratories, Inc., a Corporation; and Joseph Ferdinand Claro Przybysz, Also Known as Joseph Ferdinand Claro, Frances Przybysz, Individuals

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 25th day of March, A. D. 1941.

This proceeding having been heard by the Federal Trade Commission [1] upon the complaint of the Commission, the answer of the respondents, testimony and other evidence taken before Edward E. Reardon, an examiner of the Commission theretofore duly designated by it, in support of the allegations of the said complaint, and brief in support of the complaint filed herein, and the Commission having made its findings as to the facts and its conclusion that the respondents have violated the provisions of the Federal Trade Commission Act;

It is ordered, That the respondents, Claro Laboratories, Inc., a corporation, and its officers, and Joseph Ferdinand Claro Przybysz, also known as Joseph Ferdinand Claro, Frances Przybysz, individuals, and their respective representatives, agents, and employees, directly or through any corporate or other device, in connection with the offering for sale, sale and distribution of their preparation now known as Claro Hair Remover, or any other preparation composed of substantially similar ingredients or possessing substantially similar properties, whether sold under the same name or under any other name in commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from:

(1) Representing, directly or by implication, that respondents' preparation constitutes a safe or non-irritating means of removal of superfluous hair from the human body, or that it will permanently remove such hair or retard its growth.

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. 41-2488; Filed, April 4, 1941; 11:44 a. m.]

[1] 5 F.R. 1632.

TITLE 30—MINERAL RESOURCES

CHAPTER III—BITUMINOUS COAL DIVISION

[Docket No. A-26]

PART 321—MINIMUM PRICE SCHEDULE, DISTRICT NO. 1

ORDER AMENDING MEMORANDUM OPINION AND ORDER DATED MARCH 13, 1941, IN THE MATTER OF THE PETITION OF THE ARROW COAL CORPORATION FOR A CHANGE IN PRICE CLASSIFICATIONS, AND FOR THE ESTABLISHMENT OF ADDITIONAL PRICE CLASSIFICATIONS AND MINIMUM PRICES PURSUANT TO SECTION 4 II (d) OF THE BITUMINOUS COAL ACT OF 1937

A Memorandum Opinion and Order of the Director having been issued on March 13, 1941, 6 F.R. 1477 (March 18, 1941), granting conditional final relief for the coals of Arrow Mine No. 5 (Mine Index No. 17) and Arrow Mine No. 6 (Mine Index No. 18) when mixed on a 50–50 basis; and

It appearing that said Memorandum Opinion and Order describes Arrow Mine No. 6 (Mine Index No. 18) as operating in Seam "C" when in fact the correct seam designation is "C'" or (C prime):

It is ordered, That the Memorandum Opinion and Order Concerning Conditional Final Relief and Reconvening of Adjourned Hearing, dated March 13, 1941, be and the same is hereby amended to the extent that the seam designation "C'" shall supplant the seam designation "C" there indicated for Arrow Mine No. 6 (Mine Index No. 18).

It is further ordered, That § 321.7 (*Alphabetical list of code members*) is amended to reflect the aforementioned seam designation.

Dated: April 4, 1941.

[SEAL] H. A. GRAY,
Director.

[F. R. Doc. 41-2479; Filed, April 4, 1941; 11:08 a. m.]

[Docket Nos. A-39, A-244, A-398, A-511]

PART 322—MINIMUM PRICE SCHEDULE DISTRICT NO. 2

ORDER AMENDING PREVIOUS ORDERS GRANTING RELIEF IN THE MATTER OF THE PETITIONS OF DISTRICT BOARD NO. 2 FOR THE ESTABLISHMENT OF PRICE CLASSIFICATIONS AND MINIMUM PRICES FOR MINES IN DISTRICT NO. 2 NOT HERETOFORE CLASSIFIED OR PRICED, PURSUANT TO SECTION 4 II (d) OF THE BITUMINOUS COAL ACT OF 1937

The price supplements issued in connection with the orders establishing minimum prices for the mines included in the petitions filed in the above dockets having failed to make provision for minimum prices for lake shipments for mines in Freight Origin Group 15 in District No. 2;

It is ordered, That the price supplements annexed to and made a part of the Order dated October 8, 1940, 5 F.R.

4092 (October 16, 1940), granting temporary relief in Docket No. A–39, the Order dated February 10, 1941, 6 F.R. 1099 (February 22, 1941), granting final relief in Docket No. A–244, the Order dated December 11, 1940, 5 F.R. 5069 (December 13, 1940), granting temporary relief in Docket No. A–398 and the Order dated January 31, 1941, 6 F.R. 836 (February 8, 1941), granting temporary and conditionally final relief in Docket No. A–511 are amended by adding to each of said supplements the following provision:

All mines in Freight Origin Group 15 will take the same necessary and permissible adjustments as Freight Origin Group 22 for movement via Lake Erie and Lake Ontario ports.

It is further ordered, That § 322.7 (*Alphabetical list of code members*) is amended to reflect the aforementioned provision as applying to the mines listed in the supplement annexed to and made a part of the Order dated February 10, 1941, granting final relief in Docket No. A–244 and also to those mines listed in the supplement annexed to and made a part of the Order dated January 31, 1941, granting temporary and conditionally final relief in Docket No. A–511, both of which supplements are amendments to § 322.7.

Dated: April 3, 1941.

[SEAL] H. A. GRAY,
Director.

[F. R. Doc. 41–2478; Filed, April 4, 1941; 11:08 a. m.]

TITLE 32—NATIONAL DEFENSE

CHAPTER VII—SELECTIVE SERVICE SYSTEM

[Amendment No. 21]

AMENDING THE REGULATIONS WITH RESPECT TO THE REGISTRATION OF INMATES OF INSANE ASYLUMS, JAILS, PENITENTIARIES, AND REFORMATORIES

By virtue of the provisions of the Selective Training and Service Act of 1940, approved September 16, 1940, and the authority vested in me by the rules and regulations prescribed by the President thereunder, I hereby amend, effective ten (10) days after the publication thereof in the FEDERAL REGISTER, Volume Two Section XIV, Paragraph 246,[1] of the Selective Service Regulations, so that said paragraph as amended will read as follows:

246. *Insane asylums, jails, penitentiaries, and similar institutions.* (a) Any person who is subject to registration who is an inmate of an asylum, jail, penitentiary, reformatory, or similar institution shall be registered on the day of his discharge. The superintendent or warden shall perform the functions of the registrar as set forth in section XIII. He shall enter the address of the local board of the area in which the institution is located on line 2 of the Registration Card (Form 1) if the inmate does not have any permanent address or an address where he intends to be or where he can be located. Should the inmate of the asylum, jail, penitentiary, reformatory, or other similar institution be incapable of signing his name or making his mark, as provided in paragraph 235, or should any such inmate whose reason for incarceration in such institution was to serve a sentence imposed as a result of his conviction for not registering under the provisions of the Selective Training and Service Act of 1940 and the Regulations issued pursuant thereto refuse to sign his name or make his mark, as provided in paragraph 235, the superintendent or warden shall sign such inmate's name and indicate that he has done so by signing his own name beneath the name of such inmate, and the act of the superintendent or warden in so doing shall have the same force and effect as if such inmate had signed his name to the registration card (Form 1) and such inmate shall thereby be registered. When the registration card is complete, the superintendent or warden shall prepare the registration certificate (Form 2), shall carry out the instructions given to registrars in paragraph 239, and shall explain to the registrant his obligations under the selective service law. The superintendent or warden shall then mail the registration card (Form 1) to the Governor of the State in which the address entered on line 2 of the registration card (Form 1) is located, with a receipt therefor to be executed and returned to him. The Governor shall forward such registration card to the local board having jurisdiction of the address given on line 2 of such registration card (Form 1).

(b) The registrant receiving a registration certificate (Form 2) issued by the superintendent or warden may exchange such certificate for a certificate issued by the local board having jurisdiction of the address on line 2 of the registrant's registration card (Form 1), provided such local board has in its records the original registration card (Form 1) of said registrant. Upon the request of a registrant for such an exchange and the delivery to it of the registration certificate issued by a superintendent or warden, the local board shall write "Canceled" across the face thereof and file the same, and shall issue a new certificate to the registrant. The date of registration entered on the new certificate shall be the same as that shown on the "Canceled" certificate.

C. A. DYKSTRA,
Director.

MARCH 31, 1941.

[F. R. Doc. 41–2472; Filed, April 4, 1941; 9:55 a. m.]

[1] 5 F.R. 3790.

[Amendment No. 22]

AMENDING THE REGULATIONS SO AS TO REQUIRE A REGISTRANT TO CARRY HIS REGISTRATION CERTIFICATE

By virtue of the provisions of the Selective Training and Service Act of 1940, approved September 16, 1940, and the authority vested in me by the rules and regulations prescribed by the President thereunder, I hereby amend, effective ten (10) days from the publication thereof in the FEDERAL REGISTER, the Selective Service Regulations, Volume Two, Section XIII, Paragraph 239,[1] as heretofore amended, by adding the following subparagraph:

(c) The registrant must have his registration certificate in his personal possession at all times and, upon request, must exhibit it to any law enforcement officer, any Selective Service official of National Headquarters or of a State Headquarters, or any member of the local board or board of appeal. The failure of a registrant to have such registration certificate in his personal possession or to exhibit it upon request of any person authorized by this paragraph to make such request shall constitute a violation of these Regulations and, in addition, shall be prima facie evidence of his failure to register.

C. A. DYKSTRA,
Director.

MARCH 31, 1941.

[F. R. Doc. 41–2473; Filed, April 4, 1941; 9:55 a. m.]

[Amendment No. 23]

AMENDING THE REGULATIONS WITH RESPECT TO PREPARATION OF PAYROLL FOR PERSONAL SERVICES

By virtue of the provisions of the Selective Training and Service Act of 1940, approved September 16, 1940, and the authority vested in me by the rules and regulations prescribed by the President, I hereby amend, effective sixty (60) days after the publication thereof in the FEDERAL REGISTER, the Selective Service Regulations, Volume Five, Section XLIII, Paragraph 548,[1] by striking therefrom the present subparagraph *a* and substituting in its place the following:

(a) Personal-service pay rolls shall be prepared once each month. The Director of Selective Service, upon the recommendation of the Governor, may authorize the preparation of pay rolls twice each month covering the period of the first to the fifteenth, inclusive, and the sixteenth to the last day of the month, inclusive.

C. A. DYKSTRA,
Director.

MARCH 31, 1941.

[F. R. Doc. 41–2474; Filed, April 4, 1941; 9:56 a. m.]

[1] 5 F.R. 3790.

[Amendment No. 24]

AMENDING THE REGULATIONS SO AS TO ELIMINATE PARAGRAPH 507 THEREOF

By virtue of the provisions of the Selective Training and Service Act of 1940, approved September 16, 1940, and the authority vested in me by the rules and regulations prescribed by the President thereunder, I hereby amend, effective ten (10) days from the publication thereof in the FEDERAL REGISTER, the Selective Service Regulations, Volume Five, Section XXXIX, in the following manner:

Delete Paragraph 507[1] in its entirety.

C. A. DYKSTRA,
Director.

MARCH 31, 1941.

[F. R. Doc. 41-2475; Filed, April 4, 1941; 9:55 a. m.]

CHAPTER IX—OFFICE OF PRODUCTION MANAGEMENT

SUBCHAPTER B—PRIORITIES DIVISION

[No. M-4-6]

SUPPLEMENTARY ORDER TO DIRECT THE DISTRIBUTION OF NEOPRENE

APRIL 3, 1941.

The following order is issued by the Director of Priorities in the interest of the National Defense and, pursuant to the authority vested in him by the Office of Production Management, Regulation No. 3, dated March 7, 1941, Executive Order No. 8629, dated January 7, 1941, and section 2 (a) of the Act of June 28, 1940, (Public No. 671, 76th Congress, Third Session):

This order is entered pursuant to General Preference Order No. M-4, dated March 28, 1941.

The E. I. du Pont de Nemours Company, Inc., being the sole producer of Neoprene, is hereby directed and ordered to deliver during the month of April 1941, in addition to the deliveries directed to be made in Supplementary Order No. M-4-a,[2] dated March 28, 1941, 25,000 pounds of Neoprene to the Electric Hose & Rubber Company, Wilmington, Delaware from stocks other than the five per cent reserve provided for in said Supplementary Order.

E. R. STETTINIUS, Jr.,
Director of Priorities.

[F. R. Doc. 41-2462; Filed, April 4, 1941; 9:35 a. m.]

TITLE 38—PENSIONS, BONUSES, AND VETERANS' RELIEF

CHAPTER I—VETERANS' ADMINISTRATION

PART 17—DISPOSITION OF PERSONAL EFFECTS AND FUNDS LEFT AT VETERANS' ADMINISTRATION FACILITIES

NON-VETERAN PATIENTS, EMPLOYEES AND OTHER PERSONS, KNOWN OR UNKNOWN

§ 17.4815 *Inventory of property.* Immediately upon the death in a Veterans Administration facility subject to the exclusive jurisdiction of the United States, of a person who was not admitted as a veteran or immediately after it is ascertained that any such person has absented himself from such a facility, a survey and inventory of the personal effects and funds of such deceased or absent person will be made in the manner prescribed in § 17.4803 (a). (April 5, 1941) [48 Stat. 9; 38 U.S.C. 707]

§ 17.4816 *Action on inventory and funds.* (a) The manager will dispose of the personal effects and the funds as promptly as possible. No expense will be incurred by the Government for shipment of the effects.

(b) In making disposition of the effects and funds the manager will release the funds to the owner if living and will release the effects to him or as directed by him, provided that if he is incompetent and has a guardian the effects and funds will be released to such guardian. If the owner is deceased and left a last will and testament probated under the laws of the place of his last legal domicile or under the laws of the state, territory, insular possession, or dependency, within which the facility or a part thereof may be, the personal property of such decedent situated upon such premises will be released to the executor. If such person left on said premises effects or funds not disposed of by a will probated in accordance with the provisions of this section, such property shall be released to the administrator, if one has been appointed.

(c) In those cases where there is neither an administrator nor an executor the effects and funds will be released to the person entitled to inherit the personal property of the decedent under the intestacy laws of the state where the decedent was last domiciled.

(d) Where disposition of the funds and effects cannot be accomplished under the provisions of (b) and (c) hereof, the funds, at the expiration of ninety days will be forwarded to central office for deposit to the General Post Fund and the effects will be disposed of in accordance with the provisions of §§ 17.4808, 17.4809, and 17.4810. (April 5, 1941) [48 Stat. 9; 38 U.S.C. 707]

§ 17.4818 *Disposition of funds and effects left by officers and enlisted men on the active list of the Army, Navy or Marine Corps of the United States and by enrollees of the Civilian Conservation Corps.* (a) The manager will notify the commanding officer of the death or absence of such patient and will deliver to the commanding officer, without expense to the Veterans Administration, the effects and funds of the deceased or absent officer, enlisted man or enrollee procuring a receipt therefor.

(b) If the funds and effects are not delivered to the commanding officer within seven days after the death or absence without leave of an officer, enlisted man or enrollee, the funds will be deposited to the Special Deposit Account. If not disposed of at the expiration of ninety days after the date of death or absence the funds will be transferred to the General Post Fund and the effects will be handled in accordance with regulations governing the disposition of unclaimed effects left by veterans. The funds and the proceeds derived from the sale of the personal effects will be paid to the person lawfully entitled thereto, providing claim is made within five years from date of notice of sale, or in the case of legal disability within five years after termination of legal disability. (April 5, 1941) [48 Stat. 9; 38 U.S.C. 707]

[SEAL] FRANK T. HINES,
Administrator.

[F. R. Doc. 41-2461; Filed, April 3, 1941; 3:47 p. m.]

TITLE 47—TELECOMMUNICATION

CHAPTER I—FEDERAL COMMUNICATIONS COMMISSION

PART 7—RULES GOVERNING COASTAL AND MARINE RELAY SERVICES

The Commission on April 1, 1941, effective immediately, took the following action:

Amended § 7.36[1] by designating existing section as paragraph (a) and inserting after the words "receiving frequency" the phrase "and when necessary on the coastal station transmitting frequency" and adding a new paragraph (b) to read as follows:

§ 7.36 *Monitoring before transmitting.*

* * * * *

(b) Coastal-harbor stations when communicating with a ship station by the duplex method of operation, may transmit a "busy" signal on the coastal working frequency which is being employed, whenever communications are being received from the ship station on the associated ship working frequency and during such other periods of time, pending completion of any one exchange of communications, as may be considered necessary by the coastal-harbor station to minimize interference. (Sec. 4 (i), 48 Stat. 1068; 47 U.S.C. 154 (i)—Sec. 303 (c), 48 Stat. 1082; 47 U.S.C. 303 (c).)

Amended § 7.38[2] to read as follows:

§ 7.38 *Operating procedure* (a). The frequency 2,182 kilocycles shall be used by coastal-harbor stations in the Great Lakes area only for:

(1) Initially calling (Calling any one station shall not exceed one minute in duration).

(2) Acknowledging calls received on this frequency.

(3) Exchanging operating signals with ship stations, to establish communication on another frequency within the band 2,000 to 3,000 kilocycles.

[1] 5 F.R. 3936.
[2] 6 F.R. 1719.

[1] 5 F.R. 1368.
[2] 5 F.R. 822 (§ 7.102).

(4) Exchanging "distress" [4a] and "safety" [4b] communications.

(5) For announcing briefly that a marine broadcast or a traffic list is to be transmitted on another frequency.

If the called station has not answered at the end of the one-minute period, that station shall not again be called until at least 15 minutes have elapsed. Any one exchange of communications on this frequency, including calls, answers, operating signals, and conversation pertaining to safety [4b] shall not exceed 5 minutes in duration. In the event of distress [4a] these time limitations are waived. The frequency 2,182 kc may be used also by coastal-harbor stations for the exchange of "distress" [4a] and "safety" [4b] communications with other coastal-harbor stations and with government stations.

* * * * *

(g) Information of general benefit to mariners on the Great Lakes may be broadcast by coastal-harbor stations on the frequencies 2,514, 2,550, 4,282.5, 6,470, and 8,585 kilocycles, subject to the provisions of § 7.61. Any one regularly scheduled marine broadcast, including weather and hydrographic information, shall not normally exceed 10 minutes in duration. Broadcast transmissions of this nature shall be made only in accordance with definite schedules approved by the Commission and subject to change whenever deemed necessary or desirable by the Commission. (Sec. 4 (i), 48 Stat. 1068; 47 U.S.C. 154 (i)—Sec. 303 (c), 48 Stat. 1082; 47 U.S.C. 303 (c))

(h) Prior to each marine broadcast by a coastal-harbor station, a brief announcement thereof shall be made on the frequency 2,182 kilocycles, provided such announcement can be made without causing interference to communications already in progress on that frequency. In no event shall the regularly schedule broadcast of weather and hydrographic information be delayed by reason of inability of the coastal-harbor station to announce the broadcast on the frequency 2,182 kc. (Sec. 4 (i), 48 Stat. 1068; 47 U.S.C. 154 (i)—Sec. 303 (c), 48 Stat. 1082; 47 U.S.C. 303 (c).)

Added new paragraph (f) to § 7.77 [2] to read as follows:

§ 7.77 *Installation for coastal-harbor radiotelephone stations in the Great Lakes area only.*

* * * * *

(f) A "busy" signal, when used by a coastal-harbor station in the Great Lakes area, in accordance with the provisions of § 7.36 (b), shall be transmitted by appropriately modulating the carrier wave of the station by means of a single audio frequency (sine wave) regularly interrupted, as follows:

(1) Modulating frequency	1000 cycles per second.
(2) Rate of interruption	60 times per minute.
(3) Duration of each interruption	0.5 second.
(4) Tolerance for each of the factors (1), (2), (3)	5.0 per cent.

(Sec. 4 (i), 48 Stat. 1068; 47 U.S.C. 154 (i)—sec. 303 (c), 48 Stat. 1082; 47 U.S.C. 303 (c)).

By the Commission.

[SEAL] T. J. SLOWIE, *Secretary.*

[F. R. Doc. 41-2486; Filed, April 4, 1941; 11:39 a. m.]

PART 8—RULES GOVERNING SHIP SERVICE

The Commission on April 1, 1941, effective immediately, took the following action:

Amended § 8.54 (c) [1] to read as follows:

§ 8.54 *Operating procedure.*

* * * * *

(c) The frequency 2,182 kilocycles shall be used by ship telephone stations in the Great Lakes Area only for:

1. Initially calling (Calling any one station shall not exceed one minute in duration).

2. Acknowledging calls received on this frequency.

3. Exchanging operating signals with ship and coastal stations to establish communication on another frequency within the band 2,000 to 3,000 kilocycles.

4. Exchanging "distress" [6] and "safety" [6a] communications.

If the called station has not answered at the end of the one-minute period, that station shall not again be called until at least 15 minutes have elapsed. Any one exchange of communications on this frequency, including calls, answers, operating signals, and conversation pertaining to safety [6a] shall not exceed 5 minutes in duration. In the event of distress,[6] these time limitations are waived. (Sec. 4 (i), 48 Stat. 1068; 47 U.S.C. 154 (i)—Sec. 303 (c), 48 Stat. 1082; 47 U.S.C. 303 (c))

Amended the footnote [3] pertaining to the frequency 355 kilocycles, § 8.81 (a) to read as follows:

Available for assignment to ship telegraph stations for communication only with the United States Government stations; such use to be in accordance with instructions of the Government agency involved.

Amended § 8.95 [3] to read as follows:

§ 8.95 *Authorized use of 2,738 and 2,638 kilocycles.* (a) The frequency 2,738 kilocycles shall be used by ship radio stations solely for the exchange of "distress" [28a] and "safety" [28b] communications and communications relating directly to the business of the ship, subject to the priority of communications designated by § 8.42.

(b) The frequency 2,638 kilocycles shall be used by ship radio stations primarily for the exchange of communications relating to the safety of navigation and to the ship's business. The exchange of any other communications on this frequency is authorized upon the express condition that interference shall not be caused to the handling of messages relating to the safety of navigation and the ship's business, with due regard to the priority of communications designated by § 8.42. (Sec. 4 (i), 48 Stat. 1068; 47 U.S.C. 154 (i)—Sec. 303 (c), 48 Stat. 1082; 47 U.S.C. 303 (c)).

By the Commission.

[SEAL] T. J. SLOWIE, *Secretary.*

[F. R. Doc. 41-2487; Filed, April 4, 1941; 11:39 a. m.]

Notices

WAR DEPARTMENT.

[Contract No. W 535 ac-16425; 3945]

SUMMARY OF CONTRACT FOR EMERGENCY PLANT FACILITIES [1]

CONTRACTOR: BOEING AIRPLANE COMPANY

Contract for: Emergency plant facilities.

Amount: $3,367,943.22.

Place: Wichita, Kansas.

The Emergency Plant Facilities covered by this contract are authorized by, are for the purpose set forth in, and

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[4a] For this purpose, "distress" communications are construed to be any communications relative to immediate assistance needed by a ship in distress; i. e., a vessel is threatened by serious and imminent danger and immediate assistance is necessary.

[4b] For this purpose, "safety" communications are construed to mean communications concerning the safety of a ship as distinguished from distress, or concerning the safety of a person or persons on board or sighted from on board, and communications concerning the safety of navigation or important meteorological warnings.

[2] 5 F.R. 4583.

[6] For this purpose, "distress" communications are construed to be any communications relative to immediate assistance needed by a ship in distress; i. e., vessel is threatened by serious and imminent danger and immediate assistance is necessary.

[6a] For this purpose, "safety" communications are construed to mean communications concerning the safety of a ship as "distinguished from distress, or concerning the safety of a person or persons on board or sighted from on board, and communications concerning the safety of navigation or important meteorological warnings.

[1] 5 F.R. 824 (§ 8.262)

[28a] For this purpose, "distress" communications are construed to be any communications relative to immediate assistance needed by a ship in distress; i. e., a vessel is threatened by serious and imminent danger and immediate assistance is necessary.

[28b] For this purpose, "safety" communications are construed to mean communications concerning the safety of a ship as distinguished from distress, or concerning the safety of a person or persons on board or sighted from on board, and communications concerning the safety of navigation or important meteorological warnings.

[1] Approved by the Assistant Secretary of War October 18, 1940.

[3] 4 F.R. 3460.

[5] 5 F.R. 3593.

are chargeable to the following Procurement Authorities, the available balances of which are sufficient to cover cost of same:

AC 97 P 1–99 A 0141–01
AC 97 P 1–99 A 0141.116–01

This contract entered into this 14th day of October 1940.

ARTICLE I. *Emergency plant facilities to be acquired or constructed.* 1. The Contractor shall, with due expedition by contract with others or otherwise, acquire, construct and install the Emergency Plant Facilities generally described below and set forth in further detail in Appendix A hereto annexed, furnishing or causing to be furnished the labor, materials, tools, machinery, equipment, facilities, supplies and services, and doing or causing to be done all other things necessary for the acquisition, construction and installation thereof. The Emergency Plant Facilities are designated as constituting (1) a Separate Complete Plant comprising the items described in Schedules I–A to IV–A, inclusive, of Appendix A and (2) a Complete Addition to an Existing Plant comprising the items described in Schedules I–B to IV–B, inclusive, of Appendix A. All of said Emergency Plant Facilities shall be in general accordance with the drawings, specifications and instructions, if any, set forth in Appendix A.

It is estimated that the total cost of the acquisition, construction and installation of the Emergency Plant Facilities will be as to the Separate Complete Plant approximately three million ninety-nine thousand dollars ($3,099,000.00); and as to the Complete Addition to an Existing Plant approximately two hundred sixty-eight thousand nine hundred forty three dollars and twenty-two cents ($268,943.22).

2. The Contractor may at any time make changes in or additions to the drawings and specifications, and the machinery and equipment to be acquired, provided, however, if any such change will cause a material alteration in the character of the work to be done under this contract, or will result in an estimated increase in the cost of the Emergency Plant Facilities over the aggregate of the estimates set forth in Appendix A, the written consent of the Contracting Officer to such change shall be first obtained, provided that the Contractor shall use its best efforts to eliminate such changes or additions which would result in increased cost.

3. The title to all the Emergency Plant Facilities shall be in the Contractor. The Contractor shall, however, allow no mortgage or other lien to be an encumbrance upon the Emergency Plant Facilities (including the lien of any mortgage now existing upon property of the Contractor and any lien existing upon the Facilities prior to their acquisition).

4. The Contractor shall, not later than the 29th day of each full calendar month after the date hereof, furnish the Contracting Officer a monthly statement, certified as correct by the Contract, and within 60 days after the close of each calendar year an annual statement certified as correct by an independent public accountant approved by the Contracting Officer, showing in detail the amount, if any, expended during the preceding calendar month or year, respectively, in connection with the acquisition, construction and installation of the Emergency Plant Facilities which amount shall not include any profit to the Contractor but may include an amount to cover the costs of the services performed by the Contractor's organization to the extent set forth in Appendix A and interest on funds expended as provided in Section 5 of this Article.

5. Except as provided in Section 4 of this Article and specifically set forth in Appendix A, no salaries of the Contractor's executive officers, no part of the expense incurred in conducting the Contractor's main office or regularly established branch offices, and no overhead expenses of the Contractor of any kind shall be included in the cost of the work as set forth in the Final Cost Certificate.

6. In the event that, after the filing of the Final Cost Certificate in connection with the Emergency Plant Facilities described in Appendix A, the Contracting Officer shall determine that further Emergency Plant Facilities, in connection with the Separate Complete Plant and/or the Complete Addition to an Existing Plant covered by this contract are required for the purpose contemplated in this contract, he may enter into a contract amending this contract and Appendix A and the additional cost of such further Emergency Plant Facilities shall be determined by the filing of an amendment to the Final Cost Certificate in the same manner as hereinbefore provided in respect of the Final Cost Certificate.

ART. II. *Payments to contractor by Government.* 1. The amount to be paid by the Government to the Contractor under this contract in respect of the Emergency Plant Facilities set forth in Appendix A, as from time to time amended, shall be the total amount set forth in the Final Cost Certificate, provided that the total amount shall not in any event exceed three million three hundred sixty-seven thousand nine hundred forty-three dollars and twenty-two cents ($3,367,943.33) plus interest computed under Section 5 of Article I, or such larger sum as the Head of the Department concerned may from time to time approve.

Subject to the obligation of the Government to anticipate any unpaid balance of the Government Reimbursement for Plant Costs remaining unpaid at the time of the termination of this contract as provided in this Article and in Article III hereof, the Contractor shall be entitled to receive from the Government the amount of the Government Reimbursement for Plant Costs as established by the Final Cost Certificate, over a period of sixty (60) consecutive calendar months beginning with the first calendar month following the completion of the acquisition, construction and installation of the Emergency Plant Facilities in the following manner and pursuant to the following terms:

There shall become due by the Government to the Contractor as Government Reimbursement for Plant Costs on the last day of each of the sixty (60) consecutive calendar months beginning with such first calendar month, 1/60th of the Government Reimbursement for Plant Costs so determined and the Government shall pay such amounts to the Contractor when and as the same become due; provided that if the Final Cost Certificate is not filed with the Government until after the calendar month in which the acquisition, construction and installation of the Emergency Plant facilities are completed, then the Government shall pay to the Contractor on the last day of the calendar month succeeding the month in which the Final Cost Certificate is delivered to the Government the amount then payable in respect of the calendar months then elapsed beginning with the calendar month following the completion of the acquisition, construction and installation of the Emergency Plant Facilities; and thereafter the Government shall pay to the Contractor on the last day of each month 1/60th of the Government Reimbursement for Plant Costs, as established by the Final Cost Certificate until the amount thereof shall have been paid.

3. The payments to be made by the Government to the Contractor on account of the Government Reimbursement for Plant Costs under this contract shall be made regardless of any claim which the Government may have against the Contractor under the Contract for Supplies or any other existing contract for supplies between the Government and the Contractor or any subsequent contract of like nature.

ART. III. *Disposition of emergency plant facilities on termination or completion of contract.* 1. *Notice of termination.* The Contracting Officer may at any time give written notice (hereinafter called the Termination Notice) to the Contractor terminating this contract; and upon receipt of the Termination Notice the Contractor shall, in the event that the acquisition, construction and installation of the Emergency Plant Facilities shall not have been completed, proceed with the steps to be taken by it under Section 4 of Article II. If, during any 90-day period after the completion of the acquisition, construction and installation of either the Separate Complete Plant or the Complete Addition to an Existing Plant covered by this contract, such Separate Complete Plant or such Complete Addition to an Existing Plant shall not be used to a substantial extent by the Contractor for furnishing the Government with supplies, or if, prior to such completion, the Government shall terminate in substantial part the existing contracts for supplies be-

tween the Contractor and the Government or if the Government shall fail, the Contractor not being in default hereunder, to make to the Contractor payment of any installment of the Government Reimbursement for Plant Costs within 90 days after the same shall have become due, the Contractor may give a similar Termination Notice to the Contracting Officer, which may be, where termination is for lack of substantial use, with respect only to the Separate Complete Plant or the Complete Addition to an Existing Plant which shall not have been so used to a substantial extent after the expiration of such 90-day period or after such termination of contracts for supplies as the case may be.

2. *Rights of the Contractor.* (a) The Contractor shall have the right, exercisable by a written Retention Notice, given within 90 days after the giving of a Termination Notice by either party or within 90 days after the termination of this contract under Section 2 of Article II hereof, to retain under this paragraph for its own use outright, free of any interest of the Government, and/or to negotiate under paragraph (b) hereof for such retention of, any Separable Complete Plant and/or any item or group of items constituting a Complete Addition to an Existing Plant or the entire Emergency Plant Facilities as to which the Termination Notice shall have been given. With respect to any such Separate Complete Plant and/or to any such item or group of items constituting a Complete Addition to an Existing Plant or with respect to the entire Emergency Plant Facilities, which are designated for retention by the Contractor, the Contractor shall, subject to the provisions of paragraph (d) of this Section, if a less amount shall not have been agreed upon and approved as representing the fair value under paragraph (b) of this Section, pay to the Government an amount equal to the cost thereof as established by the Final Cost Certificate reduced to the extent appropriate for the application or payment of excess insurance proceeds, if any, under Section 1 of Article IV, (or, if the acquisition, construction and installation of the Emergency Plant Facilities shall not have been completed, as established as of the date of the Retention Notice by the approved public accountant), less an amount representing depreciation, obsolescence and loss of value due to use for national defense purposes for each year or portion of a year elapsed from the date of acquisition or completion of construction or installation thereof to the date of the Termination Notice at the rate or rates specified as applicable in Appendix A.

(b) In respect of any Complete Separate Plant and/or of any item or group of items constituting a Complete Addition to an Existing Plant or of the entire Emergency Plant Facilities, which the Contractor shall have designated in the Retention Notice for negotiation under this paragraph, the Contractor shall have the right to negotiate with the Contracting Officer with reference to the retention of the same free of any interest of the Government upon the payment to the Government of an amount less than the amount determined under paragraph (a) above representing the fair value thereof as of the date of the Retention Notice; and upon the establishment between the Contractor and the Contracting Officer of such fair value and approval of the same by the Head of the Department, the Contractor shall, upon payment or tender of the amount or upon settlement of the balance due to or from the Government under paragraph (d) of this Section, have the right to retain for its own use outright free of any interest of the Government any separate Complete Plant and/or any item or group of items constituting a Complete Addition to an Existing Plant or the entire Emergency Plant Facilities. In the event that, within a period of 90 days from the date of the Retention Notice, the Contractor and the Contracting Officer are unable to agree upon the fair value of any such Separate Complete Plant or of any such item or group of items constituting a Complete Addition to an Existing Plant or of the Entire Emergency Plant Facilities, or in the event that the fair value thereof so agreed upon shall not be approved by the Head of the Department, the Contractor shall, upon the expiration of said period or earlier at the election of the Contractor, either pay to the Government, in respect of the retention of any such group of facilities, the applicable amount under paragraph (a) of this section, or,

(1) as to any such Separate Complete Plant, transfer the same promptly to the Government free and clear of all encumbrances not theretofore consented to by the Contracting Officer; or,

(2) as to any such facilities constituting a Complete Addition to an Existing Plant, transfer the same promptly to the Government free and clear of all encumbrances not theretofore consented to by the Contracting Officer, and, at the Contractor's election, require the removal of all or any part thereof by the Government from the premises altogether, which removal shall forthwith be effected by the Government in neat and workmanlike fashion and the Contractor's premises and facilities, including Emergency Plant Facilities retained by the Contractor, as affected by such removal shall be by the Government restored so as to leave the same in as good condition as before such removal without defects or obstructions caused by such removal.

(c) In respect of any of the Emergency Plant Facilities as to which the Termination Notice shall have been given but which shall not have been designated in the Retention Notice for either retention by the Contractor or for negotiation, the Contractor shall promptly after the giving of the Retention Notice transfer the same to the Government free and clear of all encumbrances not theretofore consented to by the Contracting Officer.

(d) Any sums to be paid by the Contractor to the Government under paragraph (a) and/or paragraph (b) of this Section shall be reduced by the amount of any sums to be paid by the Government to the Contractor on account of Government Reimbursement for Plant Costs under Article II hereof in respect of the Emergency Plant Facilities in question and not theretofore paid by the Government, and, if the sum so to be paid by the Government to the Contractor and then remaining unpaid shall exceed the amount to be paid by the Contractor under both of said paragraphs in respect thereof, the Government shall promptly and in any event within the fiscal year then current pay to the Contractor the amount of such excess: *Provided, however,* That in the event that the Contractor shall retain under paragraphs (a) and (b) any facility the acquisition or construction of which is not complete at the date of the Retention Notice and in respect of which therefore no payment has been made by the Government, the Contractor shall retain the same without payment and the amount of the Government Reimbursement for Plant Costs shall be reduced by the cost thereof, determined as hereinbefore provided. In the event that the Contractor shall elect to retain none of the Emergency Plant Facilities in question under either paragraph (a) or paragraph (b) above, upon transfer thereof to the Government, there shall become due, and the Government shall promptly and in any event within the fiscal year then current pay to the Contractor, the entire balance of the sum to be paid by the Government to the Contractor on account of the Government Reimbursement for Plant Costs in respect thereof not theretofore paid.

(e) The Contractor shall have the right, with respect to any facilities not retained by the Contractor under paragraphs (a) or (b) of this Section, to negotiate with the Contracting Officer with reference to the leasing of all or any part thereof for such period and upon such terms which may include provision for renewal and an option to purchase the same as the Contractor and the Contracting Officer may agree upon, subject to the approval of the Head of the Department.

3. *Rights of the Government.* (a) In respect of any item or group of items of the Emergency Plant Facilities constituting a Complete Addition to an Existing Plant which are transferred to the Government under any provision of Section 2 of this Article and the removal of which is not required by the Contractor, the Contractor shall have the right to use the same, without cost if and to the extent that such facilities have replaced other facilities of the Contractor and are necessary to enable it to conduct its normal operations. The Contractor shall at its expense, care for, maintain, and insure, to the extent approved or required by the Head of the Department, such facilities left in place by the Gov-

ernment which the Contractor is entitled under this Section to use without cost, so long as the Contractor so uses the same under this paragraph; and shall further care for and maintain to the extent above provided, all similar facilities the removal of which shall not have been required by the Contractor and which may be left in place by the Government as standby capacity for the account of the Government so long, subject to the provisions of paragraph (c) of this Section, as the Government shall duly and promptly pay the Contractor monthly, upon the submission of duly certified invoices therefor, any and all expense incurred and paid by the Contractor in the preceding calendar month for the maintenance, care, protection, and repair of such facilities, including any and all taxes assessed thereon or in respect thereof, and all costs of insurance carried for the protection thereof and any and all other expenses and cost of every sort incident thereto: *Provided, however,* That the Contractor may at any time on 90 days' written notice terminate the obligation to care for and maintain such facilities and require the removal of the same upon the same terms as under subparagraph (2) of paragraph (b) of Section 2 of this article. Such facilities, the removal of which shall not have been required by the Contractor and which shall have been left in place by the Government, which the Contractor is not entitled to use without cost under this Section, or which shall not have been leased to the Contractor, may be removed by the Government at any time regardless of such notice from the Contractor; and facilities left in place which the Contractor is so entitled to use without cost and which are in use for or required by commitments theretofore undertaken by the Contractor, may be removed by the Government regardless of such notice from the Contractor, at any subsequent time when such removal will not impede or interfere with the Contractor's performance of such commitments. Such removal shall be accomplished in a neat and workmanlike manner and the Contractor's premises and facilities, including Emergency Plant Facilities retained by the Contractor, as affected by such removal, shall be by the Government restored so as to leave the same in as good condition as before such removal without defects and obstructions caused by such removal.

(b) In the event that the Government shall fail, after 90 days' notice from the Contractor of such failure, to pay any of the sums to be paid or to perform any of the things to be performed by it under this Section with respect to any item or group of items constituting a Complete Addition to an Existing Plant or to remove the same when required thereto in accordance with any provision of this Article, the Contractor shall have the right to remove the same from the premises entirely and to receive from the Government promptly after such removal the amount of the reasonable cost of such removal and of any sums to be paid by the Government in respect thereof under this Article and not theretofore paid.

(c) The Government agrees, so far as it lawfully may, with respect to any facilities transferred to it or removed by it pursuant to this Article III that it will at no time use the same or any of them for business or commercial purposes, provided that the Government may at any time use any of such facilities for national defense or for any purpose incident to the conduct or execution of any act of Congress or any order of the President of the United States, and the Government further agrees that if the Government desires to sell or lease such facilities or any part thereof, it will not do so without giving the Contractor, to the extent permitted by law, a reasonable opportunity to purchase or lease the facilities proposed to be sold or leased on the same terms and at the same price or rental at which it is proposed to sell or lease them to any other party.

ART. IV. *Loss or destruction of facilities and maintenance.* 1. In the event that all of the Emergency Plant Facilities or any items or group of items thereof shall, prior to the transfer by the Contractor to the Government, be destroyed or damaged by the operation of any risk required to be covered in respect of such facilities by insurance under Section 3 of Article 1 hereof, or of any risk in respect thereof actually covered by insurance carried by the Contractor, the Contractor shall immediately notify in writing the Contracting Officer and may on its own intitiative, and the Government may by written notice given within 60 days require the Contractor to apply the proceeds of the insurance coverage in respect of such facilities to the restoration, reconditioning or replacement thereof.

2. The Contractor shall be responsible, prior to the transfer thereof to the Government, for the care and maintenance of such facilities; and all items of Emergency Plant Facilities transferred by the Contractor to the Government under Article III hereof shall be in a good state of maintenance and repair except for destruction or wear or damage normally incident to the production carried on by the Contractor and for such destruction or damage arising out of causes or risks not normally incident to such production which shall not be or have been provided for by restoration, reconditioning or replacement pursuant to paragraph (a) above.

ART. VII. *Assignment of contractor's claims.* Claims for monies due or to become due to the Contractor from the Government arising out of this contract may, so far as permitted by law, be assigned to any bank, trust company or other financing institution, including any Federal lending agency; and any such assignment may, to the extent permitted by law, cover all or any part of any claim or claims arising or to arise out of this contract and may be made to any one or more such institutions or to any one party as agent or trustee for two or more such institutions participating in the financing of this contract. Any claim so assigned may, to the extent permitted by law, be subject to further assignment; and any bond, promissory note or other evidence of indebtedness secured by any such assignment may, to the same extent, be rediscounted, hypothecated as collateral for a loan or credit, or sold with or without recourse. In the event of such lawful assignment or reassignment of any claim for monies due or to become due under this contract the assignee thereof shall file written notice of the assignment together with a true copy of the instrument of assignment with (a) the General Accounting Office of the Government, (b) the Contracting Officer or the head of his department or agency, (c) the surety or sureties upon the bond or bonds, if any in connection with such contract, and (d) with the Finance Officer * * who is hereby designated to make all payments under this contract. In no event shall copies of any plans, specifications or other similar documents marked "Secret" and annexed or attached to this contract be furnished to any assignee of any claim arising under this contract or to any other person not otherwise entitled to receive the same.

ART. XII. *Cancellation of provisions of supply contract.* It is mutually understood and agreed between the parties that this contract contemplated in and referred to in Article 40 of Contract No. W 535 ac–15923, Serial No. 3758, hereinbefore referred to; that the plant facilities covered by this contract are those referred to therein; that this contract with reference to the construction and/or acquisition thereof is in all respects satisfactory to the Contractor; and that said paragraph and all provisions thereof are in all respects cancelled hereby and hereafter of no affect.

ART. XV–A. *Identification of equipment.* The Contractor shall separately inventory the items of equipment, machinery, tools covered by this contract and shall, as far as practicable, mark or identify the same as to render the items readily identifiable as having been constructed or acquired hereunder.

Change Order

To: Boeing Airplane Company, Wichita, Kansas.

Subject: Increases in estimated costs under Emergency Plant Facilities Contract and rewording of said contract.

Affecting: Contract W 535 ac–16425.

Whereas the United States of America, hereinafter called the Government, and Boeing Airplane Company, a corporation organized and existing under the laws of the State of Delaware, hereinafter called the Contractor, have executed Contract No. W 535 ac–16425 with reference to the acquisition, construc-

tion, and installation by the Contractor of certain Emergency Plant Facilities, and

Whereas said contract has been executed by the parties hereto but has not at the date hereof been approved by the Secretary of War or the Assistant Secretary of War; and

Whereas the negotiations resulting in the execution of said contract, as aforesaid, covered a period of many weeks during which the original estimates of costs were not, to any appreciable degree, increased by reason of rising material costs or by reason of the other elements of cost referred to herein; and

Whereas the Contractor, subsequent to the execution of the contract, as aforesaid, has been advised that said original cost estimates are now inaccurate and insufficient in amount because of increases in material costs; and

Whereas the Contractor, subsequent to the execution of the said contract, as aforesaid, has also been advised that certain estimated fire insurance cost items have been increased and certain increases in estimated cost have resulted from redesign of certain of the items included in Appendix A to said contract and certain other changes in the items in said Appendix A; and

Whereas it appears to the Contracting Officer that said increases in the original estimates of costs due to increase in the costs of materials have not been due to the fault or neglect of the Contractor and have been and are unavoidable and that the other increases in the original estimates of costs are reasonable and will result in the more efficient functioning of the Emergency Plant Facilities and in the greater protection thereof, and each and all of them are in the best interests of the Government;

Now, therefore, in consideration of the promises and mutual agreements herein contained and to provide for the further expediting of the completion of the Emergency Plant Facilities and their efficient operation and protection, it is agreed that said contract be amended in the following respects: The total cost of the Separate Complete Plant (comprising the items described in Schedule I–A to IV–A, inclusive, of Appendix A) as estimated in Section I of Article I be changed to read $3,356,822, and the maximum cost of the entire Emergency Plant Facilities as stated in Section I of Article II be changed to read $3,625,765.22.

This contract authorized under Act approved June 26, 1940 (Public, No. 667—76th Congress).

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

[F. R. Doc. 41–2464; Filed, April 4, 1941; 9:39 a. m.]

[Contract No. W–271–ORD–512]

SUMMARY OF CONTRACT FOR SUPPLIES[1]

CONTRACTOR: STEWART-WARNER CORPORATION

Contract for: * * * Metal Parts for Fuzes, * * * less Boosters * * *.

Amount: $1,151,623.20.

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

The * * * Metal Parts for Fuzes, * * * less Boosters * * *, to be obtained under this contract are authorized by, are for the purpose set forth in, and are chargeable to the Procurement Authority O. S. & S. A. ORD 6907 P11–0270 A 1005–01, the available balance of which is sufficient to cover the cost of same.

This contract, entered into this 8th day of January 1941.

Scope of this contract. The Contractor shall furnish and deliver * * * Metal Parts for Fuzes, * * * less Boosters * * * for the consideration stated of one million one hundred fifty-one thousand six hundred twenty-three dollars and twenty cents ($1,151,623.20), 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.

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 * * * per cent * * * 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 * * * per cent * * *, 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 * * * per cent * * *, 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.

[1] Approved by the Under Secretary of War, March 27, 1941.

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 acceptable 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:

Stewart-Warner Corporation, 1826 West Diversey Parkway, Chicago, Illinois.

Price adjustments. The contract prices stated in Article 1 are subject to adjustments for changes in labor costs.

Payments. The Contractor shall be paid, upon the submission of properly certified invoices or vouchers, the base 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 one thousand dollars ($1,000.00) or fifty (50%) per cent of the total amount of the contract. All adjusted payments in accordance with provision of Article 29, Price Adjustments, will be made with the final payment upon the submission of properly certified invoices or vouchers.

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

[F. R. Doc. 41–2463; Filed, April 4, 1941; 9:39 a. m.]

DEPARTMENT OF THE INTERIOR.

Bituminous Coal Division.

[Docket No. A–261]

PETITION OF BITUMINOUS COAL PRODUCERS BOARD FOR DISTRICT NO. 23 FOR MODIFICATION IN SIZE GROUP DESCRIPTIONS OF SIZE GROUPS 4, 11, 14 AND 16 AND MODIFICATION AND CHANGE IN THE EFFECTIVE MINIMUM PRICES FOR SUBDISTRICTS "C" "D" "E" "F" "G" AND "I" OF DISTRICT NO. 23

ORDER GRANTING TEMPORARY RELIEF

An original petition in this matter was filed with the Bituminous Coal Division, on October 29, 1940, by District Board No. 23, pursuant to section 4 II (d) of the Bituminous Coal Act of 1937. The petition seeks temporary and final orders revising size group descriptions for Size Groups, 4, 11, 14 and 16, and the effective minimum prices for coals of Subdistricts "C" "D" "E" "F" "G" and "I" of District 23.

Pursuant to an Order of the Director, and after due notice to all interested parties, a hearing was held on January 22 and 23, 1941, before Thurlow G. Lewis, a

duly designated Examiner of the Division, at a hearing room of the Division, the Federal Building, Seattle, Washington. No persons filed petitions of intervention in this matter. At the conclusion of the hearing, original petitioner reiterated its request for temporary relief.

1. It appears that a change in marketing conditions of the District 23 coals makes it necessary that the description of Size Groups 4, 11, 14 and 16 be so revised as to substitute a 1'' top or bottom size for the ⅞'' limitations now effective. Descriptions of Size Groups 4, 11, 14 and 16 as shown on Pages 2, 6, 7, 9, 10, 11, 12, 13 and 14 of Schedule of Effective Minimum Prices for District No. 23 and Supplement No. 2 should therefore be changed to read as follows:

Size group 4, lump, single screen sizes, maximum screen opening, 1 inch.
Size group 11, double screened sizes, maximum top screen opening, 2½ inches, maximum bottom screen opening, 1 inch.
Size group 14, double screened sizes, maximum top screen opening, 1¼ inches; maximum bottom screen opening, 1 inch.
Size group 16, double screened sizes, maximum top screen opening, 1 inch; maximum bottom screen opening, ⅜ inch.

2. It further appears that no prices have been established for the coals of Sudistrict "D", the Bellingham field, of District 23, in Size Group 12, that such coals must take the price for the next higher size group, and that consequently their normal movement has been retarded.

The following minimum prices should therefore be established for coals in Size Group 12, produced and shipped via rail from the Bellingham Field, Subdistrict "D", of District No. 23:

To market area:	*Cents per ton*
247	335
238	375
243	375
248	375
All other market areas	375

Correspondingly, the following minimum price should be established for coals in Size Group 12, produced and shipped *via truck* from the Bellingham Field, Subdistrict "D" of District No. 23:

To all market areas------ 425 cents per ton.

3. Similarly, it appears that no prices have been established for the coals of Subdistrict "E" of District No. 23, in Size Group 14, that such coals must therefore take the price for Size Group 12, and that consequently the normal movement of the Size Group 14 coals has been retarded.

The following minimum price should therefore be established for coals in Size Group 14, produced and shipped via rail from Subdistrict "E" of District No. 23:

To all market areas------- 450 cents per ton.

Correspondingly, the following minimum price should be established for coals in Size Group 14, produced and shipped via truck from Subdistrict "E" of District No. 23:

To all market areas------ 500 cents per ton.

4. It appears that no prices have been established for the coals of Subdistrict "I" of District No. 23, in Size Group 4, that such coals must therefore take the price for the next higher size group for which prices are established, and that consequently their normal movement has been adversely affected since the inception of effective minimum prices.

The following effective minimum price should therefore be established for coals in Size Group 4, produced and shipped via rail and by truck from mines of code members in Subdistrict "I" of District No. 23, to all market areas:

To all market areas-------- 425 cents per ton.

5. It also appears from the record that due to the inroads of other competing fuels, particularly oil, the coals of Subdistrict "I" of District No. 23, in Size Group 19, have been unable to sell under the effective minimum prices in their normal markets, and that a reduction in such prices is necessary. Accordingly, the effective minimum price for coals in Size Group 19, produced and shipped via rail and by truck from all mines in Subdistrict "I" of District No. 23 to all market areas is changed to read as follows:

Size group 19, to all market areas------------------ 400 cents per ton.

A reasonable showing of the necessity for immediate temporary relief, pending the final disposition of the petition in this matter, has been made in so far as the items discussed heretofore are concerned. However, there is nothing in the record to show that temporary relief, pending final determination, is necessary in regard to the other requests made by District Board No. 23 in its petition. Temporary relief should therefore be granted only as noted above; and in all other respects should be denied.

Nothing contained herein is to be construed in any way as representing the view of the Director concerning the final disposition of the matters presented by this petition.

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 before the Bituminous Coal Division in Proceedings Instituted Pursuant to section 4 II (d) of the Bituminous Coal Act of 1937.

Accordingly, it is so ordered.

Dated: April 2, 1941.

[SEAL] H. A. GRAY,
Director.

[F. R. Doc. 41-2477; Filed, April 4, 1941; 11:08 a. m.]

[Docket No. A-708]

PETITION OF DISTRICT BOARD 7 FOR REVISION OF PRICE CLASSIFICATIONS AND MINIMUM PRICES OF CERTAIN COALS OF MINE INDEX NO. 5 OF GAULEY MOUNTAIN COAL COMPANY, A CODE MEMBER IN DISTRICT NO. 7, PURSUANT TO SECTION 4 II (d) OF THE BITUMINOUS COAL ACT OF 1937

ORDER DISMISSING PETITION

District Board No. 7, the petitioner in the above-entitled matter, having filed with the Division its motion, together with due proof of service thereof, for the entry of an order dismissing its petition as hereinbefore amended, without prejudice; and

Good cause therefor having been shown and no opposition thereto having appeared;

Now, therefore, it is ordered, That the petition filed in the above-entitled matter be and the same hereby is dismissed, without prejudice; that the hearing scheduled for April 3, 1941, be cancelled; and that the above-designated docket be closed.

Dated: April 2, 1941.

[SEAL] H. A. GRAY,
Director.

[F. R. Doc. 41-2476; Filed, April 4, 1941; 11:08 a. m.]

DEPARTMENT OF AGRICULTURE.

Agricultural Marketing Service.

[P. & S. Docket No. 450]

IN THE MATTER OF THE DENVER UNION STOCK YARD COMPANY, PETITIONER

ORDER AND NOTICE OF REOPENING OF PROCEEDING UPON PETITION FOR MODIFICATION

By order dated February 17, 1937, made pursuant to the provisions of the Packers and Stockyards Act, 1921, as amended (7 U.S.C. and Supp. V, §§ 181-231), the Secretary of Agriculture prescribed reasonable rates and charges for the stockyard services performed by the petitioner in the proceeding referred to above. The rates and charges so prescribed were filed and put into effect in accordance with the terms of said order. Upon applications by the petitioner for modifications of this order, such rates and charges have been modified from time to time on the ground that changed conditions warranted an increase in certain rates.

On December 27, 1940, the petitioner, through its president, filed a petition seeking further modification of said order. The reasons alleged for the modification are, in substance, as follows:

1. The expenses incurred in connection with the payment of Federal and State income taxes have increased.

2. Additional expenses have been incurred on account of labor costs incident to the wages and hours law.

The petitioner requests a rehearing and a modification of the prior orders of the Secretary in P. & S. Docket No. 450, in order that the alleged new expenses and increased taxes may be carried into the rates charged to the patrons for its services.

It appears that an opportunity for a hearing should be afforded to the petitioner and to all interested persons, including the patrons of the petitioner, for the purpose of determining whether the orders heretofore made in this proceeding should be modified.

It is, therefore, ordered, That P. & S. Docket No. 450 be reopened for the pur-

pose of affording the petitioner and all interested persons, including the patrons of the petitioner, an opportunity to appear and present evidence at a hearing, the time and place of which due notice will be given.

It is further ordered, That all interested persons, who desire to be heard, shall give notice thereof by filing a petition with the Hearing Clerk, Office of the Solicitor, United States Department of Agriculture, Washington, D. C., within fifteen days from the date of the publication of this order and notice.

It is further ordered, That this order and notice of reopening be published in the FEDERAL REGISTER.

It is further ordered, That a copy of this order and notice of reopening be served upon the president of the Denver Union Stock Yard Company by registered mail.

Done at Washington, D. C., this 4th day of April 1941. Witness my hand and the seal of the Department of Agriculture.

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

[F. R. Doc. 41-2491; Filed, April 4, 1941; 12:09 p. m.]

DEPARTMENT OF LABOR.

Wage and Hour Division.

NOTICE OF HEARING ON MINIMUM WAGE RECOMMENDATION OF INDUSTRY COMMITTEE NO. 22 FOR THE RUBBER PRODUCTS MANUFACTURING INDUSTRY

Whereas the Administrator of the Wage and Hour Division of the United States Department of Labor, acting pursuant to section 5 (b) of the Fair Labor Standards Act of 1938, on February 25, 1941, by Administrative Order No. 85, dated February 17, 1941, appointed Industry Committee No. 22 for the Rubber Products Manufacturing Industry, composed of an equal number of representatives of the public, employers in the industry, and employees in the industry, such representatives having been appointed with due regard to the geographical regions in which the industry is carried on; and

Whereas Industry Committee No. 22 on March 25, 1941, recommended a minimum wage rate for the Rubber Products Manufacturing Industry and duly adopted a report containing said recommendation and reasons therefor and has filed such report with the Administrator on March 27, 1941, pursuant to section 8 (d) of the Act and § 511.19 of the regulations issued under the Act; and

Whereas, the Administrator is required by section 8 (d) of the Act, after due notice to interested persons and giving them an opportunity to be heard, to approve and carry into effect by order the recommendation of Industry Committee No. 22 if he finds that the recommendation is made in accordance with law and is supported by the evidence adduced at the hearing before him, and, taking into consideration the same factors as are required to be considered by the Industry Committee, will carry out the purposes of section 8 of the Act; and, if he finds otherwise, to disapprove such recommendation.

Now, therefore, notice is hereby given that:

I. The recommendation of Industry Committee No. 22 is as follows:

A minimum wage rate of 40 cents per hour be established for all employees in the Rubber Products Manufacturing Industry as defined in Administrative Order No. 85 dated February 17, 1941.

II. The definition of the Rubber Products Manufacturing Industry, as set forth in Administrative Order No. 85 issued February 25, 1941, is as follows:

The manufacture of all products which have as an ingredient any form of natural rubber (including latex), reclaimed rubber, scrap rubber, compounded rubber, rubber derivatives, balata, guttapercha, or synthetic rubber, including parts for use in other products, and including footwear made by the vulcanizing of the entire article or the vulcanizing (as distinct from cementing) of the sole to the upper; the manufacture of reclaimed rubber; and the preparation of scrap rubber for use in the manufacture of reclaimed rubber or rubber products.

Provided, however, That the manufacture of the following shall not be included:

(a) Any product the manufacture of which is covered by an order of the Administrator defining an industry, and approving the recommendations of an industry committee or appointing an industry committee for such industry, issued prior to the signing of this order [February 17, 1941].

(b) Abrasive wheels, brake linings, and insulated wire and cable.

The term "synthetic rubber" as used herein means a synthetic substance which has physical properties resembling those of natural rubber.

The term "preparation" as used herein means all operations involved in making scrap rubber suitable for use in the manufacture of reclaimed rubber or rubber products, and includes, but not by way of limitation, the separating, sorting and assembling of scrap rubber. It does not include, however, the mere collection and handling of scrap rubber by waste material dealers who perform no operations changing the shape or form of such scrap rubber.

The definition of the Rubber Products Manufacturing Industry covers all occupations in the industry which are necessary to the production of products covered by the definition, including clerical, maintenance, shipping, and selling occupations: *Provided, however,* That this definition does not cover clerical, maintenance, shipping, and selling occupations when carried on in a wholesaling or selling department physically segregated from other departments of a manufacturing establishment, or when carried on in an establishment the greater part of whose sales are of products not covered in the definition: *And provided further,* That where an employee covered by this definition is employed during the same workweek at two or more different minimum rates of pay he shall be paid the highest of such rates for such workweek, unless records concerning his employment are kept by his employer in accordance with applicable regulations of the Wage and Hour Division.

III. The full text of the report and recommendation of Industry Committee No. 22 is and will be available for inspection by any person between the hours of 9:00 a. m. and 4:30 p. m. at the following offices of the United States Department of Labor, Wage and Hour Division:

Boston, Massachusetts, 304 Walker Building, 120 Boylston Street.

New York, New York, Parcel Post Building, 341 9th Avenue.

Newark, New Jersey, 1005 Kinney Building, 790 Broad Street.

Philadelphia, Pennsylvania, 1216 Widener Building, Chestnut & Juniper Streets.

Pittsburgh, Pennsylvania, 216 Old Post Office Building.

Richmond, Virginia, 215 Richmond Trust Building, 627 East Main Street.

Baltimore, Maryland, 606 Snow Building, Calvert & Lombard Streets.

Raleigh, North Carolina, 507 Raleigh Building, Hargett & Fayetteville Streets.

Columbia, South Carolina, Federal Land Bank Building, Hampton & Marion Streets.

Atlanta, Georgia, 314 Witt Building, 249 Peachtree Street.

Jacksonville, Florida, 456 Post Office Building.

Birmingham, Alabama, 1007 Comer Building, 2nd Avenue & 21st Street.

New Orleans, Louisiana, Pere Marquette Building, 150 Baronne Street.

Nashville, Tennessee, 119 Seventh Avenue, North, Medical Arts Building.

Cleveland, Ohio, 728 Standard Building, 1370 Ontario Street.

Cincinnati, Ohio, 1312 Traction Building, 5th & Walnut Street.

Detroit, Michigan, 346 New P. O. Building.

Chicago, Illinois, 1200 Merchandise Mart, 222 West North Bank Drive.

Minneapolis, Minnesota, 406 Pence Building, 730 Hennepin Avenue.

Kansas City, Missouri, 504 Title Trust Building, 10th & Walnut Streets.

St. Louis, Missouri, 100 Old Custom House Building, 815 Olive Street.

Denver, Colorado, 1726 Champa Street, 300 Chamber of Commerce Bldg.

Dallas, Texas, 824 Santa Fe Building, 1114 Commerce Street.

San Francisco, California, Room 500, 785 Market Street.

Los Angeles, California, 414 H. W. Hellman Building, 354 South Spring Street.

Seattle, Washington, 305 P. O. Building, 3rd Avenue & Union Street.

San Juan, Puerto Rico, Post Office Box 112.

Juneau, Alaska, D. B. Stewart, Commissioner of Mines.

Washington, District of Columbia, Department of Labor, 4th Floor.

Copies of the Committee's report and recommendation may be obtained by any person upon request addressed to the Administrator of the Wage and Hour Division, Department of Labor, Washington, D. C.

IV. A public hearing for the purpose of taking evidence on the question of whether the recommendation of Industry Committee No. 22 shall be approved or disapproved pursuant to Section 8 of the Act will be held April 21, 1941, at 10:00 a. m. at the Willard Hotel, in Washington, D. C., before Henry T. Hunt, Esquire, Principal Hearings Examiner of the Wage and Hour Division, United States Department of Labor, as presiding officer.

V. Any interested person, supporting or opposing the recommendation of Industry Committee No. 22, may appear at the aforesaid hearing to offer evidence either on his own behalf or on behalf of any other person: *Provided,* That not later than April 16, 1941, any such person shall file with the Administrator at Washington, D. C., a notice of his intent to appear which shall contain the following information:

1. The name and address of the person appearing.

2. If such person is appearing in a representative capacity, the name and address of the person or persons whom he is representing.

3. Whether such person proposes to appear for or against the recommendation of Industry Committee No. 22.

4. The approximate length of time requested for his presentation.

Such notice may be mailed to the Administrator, Wage and Hour Division, United States Department of Labor, Washington, D. C., and shall be deemed filed upon receipt thereof.

VI. Any person interested in supporting or opposing the recommendation of Industry Committee No. 22 may secure further information concerning the aforesaid hearing by inquiry directed to the Administrator, Wage and Hour Division, United States Department of Labor, Washington, D. C., or by consulting with attorneys representing the Administrator who will be available for that purpose at the offices of the Wage and Hour Division in Washington, D. C.

VII. Copies of the following documents relating to the Rubber Products Manufacturing Industry will be made available for inspection upon request by any interested person who intends to appear at the aforesaid hearing:

U. S. Department of Labor, Bureau of Labor Statistics, Division of Wage and Hour Statistics, *Earnings in the Rubber Products Manufacturing Industry, May 1940.*

U. S. Department of Labor, Wage and Hour Division, Research and Statistics Branch, *Minimum Wages in the Rubber Products Manufacturing Industry, March 1941.*

VIII. The hearing will be conducted in accordance with the following rules, subject, however, to such subsequent modifications by the Administrator or the Principal Hearings Examiner as are deemed appropriate:

1. The hearing shall be stenographically reported and a transcript made which will be available to any person at prescribed rates upon request made to the official reporter, Electric Reporting Service, 1904 K St. NW., Washington, D. C.

2. In order to maintain orderly and expeditious procedure, each person filing a Notice to Appear shall be notified, if practicable, of the approximate day and the place at which he may offer evidence at the hearing. If such person does not appear at the time set in the notice he will not be permitted to offer evidence at any other time except by special permission of the presiding officer.

3. At the discretion of the presiding officer the hearing may be continued from day to day, or adjourned to a later date, or to a different place, by announcement thereof at the hearing by the presiding officer, or by other appropriate notice.

4. At any stage of the hearing, the presiding officer may call for further evidence upon any matter. After the presiding officer has closed the hearing before him, no further evidence shall be taken, except at the request of the Administrator, unless provision has been made at the hearing for the later receipt of such evidence. In the event that the Administrator shall cause the hearing to be reopened for the purpose of receiving further evidence, due and reasonable notice of the time and place fixed for such taking of testimony shall be given to all persons who have filed a notice of intention to appear at the hearing.

5. All evidence must be presented under oath or affirmation.

6. Written documents or exhibits, except as otherwise permitted by the presiding officer, must be offered in evidence by a person who is prepared to testify as to the authenticity and trustworthiness thereof, and who shall, at the time of offering the documentary exhibit, make a brief statement as to the contents and manner of preparation thereof.

7. Written documents and exhibits shall be tendered in duplicate and the persons preparing the same shall be prepared to supply additional copies if such are ordered by the presiding officer. Where evidence is embraced in a document containing matter not intended to be put in evidence, such a document will not be received, but the person offering the same may present to the presiding officer the original document together with two copies of those portions of the document intended to be put in evidence. Upon presentation of such copies in proper form the copies will be received in evidence.

8. Subpoenas requiring the attendance of witnesses or the presentation of a document from any place in the United States at any designated place of hearing may be issued by the Administrator at his discretion, and any person appearing in the proceeding may apply in writing for the issuance by the Administrator of the subpoena. Such application shall be timely and shall identify exactly the witness or document and state fully the nature of the evidence proposed to be secured.

9. Witnesses summoned by the Administrator shall be paid the same fees and mileage as are paid witnesses in the courts of the United States. Witness fees and mileage shall be paid by the party at whose instance witnesses appear, and the Administrator before issuing subpoena may require a deposit of an amount adequate to cover the fees and mileage involved.

10. The rules of evidence prevailing in the courts of law or equity shall not be controlling.

11. The presiding officer may, at his discretion, permit any person appearing in the proceeding to cross-examine any witness offered by another person in so far as is practicable, and to object to the admission or exclusion of evidence by the presiding officer. Requests for permission to cross-examine a witness offered by another person and objections to the admission or exclusion of evidence shall be stated briefly with the reasons for such request or the ground of objection relied on. Such requests or objections shall become a part of the record, but this record shall not include argument thereon except as ordered by the presiding officer. Objections to the approval of the Committee's recommendation and to the promulgation of a wage order based upon such approval must be made at the hearing before the presiding officer.

12. Before the close of the hearing, the presiding officer shall receive written requests from persons appearing in the proceeding for permission to make oral arguments before the Administrator upon the matter in issue. These requests will be forwarded to the Administrator by the presiding officer with the record of the proceedings. If the Administrator, in his discretion, allows the request, he shall give such notice thereof as he deems suitable to all persons appearing in the proceedings, and shall designate the time and place at which the oral arguments shall be heard. If such requests are allowed, all persons appearing at the hearing will be given opportunity to present oral argument.

13. Briefs (12 copies) may be submitted to the Administrator following the close of the hearing, by any persons appearing therein. Notice of the final dates for filing such briefs shall be given by the

Administrator in such manner as shall be deemed suitable by him.

14. On the close of the hearing the presiding officer shall forthwith file a complete record of the proceedings with the Administrator. The presiding officer shall not file an intermediate report unless so directed by the Administrator. If a report is filed, it shall be advisory only and have no binding effect upon the Administrator.

15. No order issued as a result of the hearing will take effect until after due notice is given of the issuance thereof by publication in the FEDERAL REGISTER.

Signed at Washington, D. C., this 28th day of March 1941.

PHILIP B. FLEMING,
Administrator.

[F. R. Doc. 41-2490; Filed, April 4, 1941; 11:53 a. m.]

SECURITIES AND EXCHANGE COMMISSION.

[File No. 1-1193]

IN THE MATTER OF CONGRESS CIGAR COMPANY, INC.

ORDER GRANTING APPLICATION TO STRIKE 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 3rd day of April, A. D. 1941.

The New York Stock Exchange, 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 strike from listing and registration the Capital Stock, No Par Value, and Certificates of Deposit for Capital Stock, No Par Value, of Congress Cigar Company, Inc.; and

After appropriate notice, a hearing having been held in this matter; and

The Commission having considered said application together with the evidence introduced at said hearing, and having due regard for the public interest and the protection of investors;

It is ordered, That said application be and the same is hereby granted, effective at the close of the trading session on April 14, 1941.

By the Commission.

[SEAL] FRANCIS P. BRASSOR,
Secretary.

[F. R. Doc. 41-2481; Filed, April 4, 1941; 11:32 a. m.]

[File No. 31-486]

IN THE MATTER OF INTERNATIONAL PUBLIC SERVICE CORPORATION AND AMERICAN-YUGOSLAV ELECTRIC COMPANY

NOTICE OF AND ORDER FOR HEARING

At a regular session of the Securities and Exchange Commission held at its office in the City of Washington, D. C., on the 3d day of April A. D. 1941.

An application pursuant to the Public Utility Holding Company Act of 1935, having been duly filed with this Commission by the above-named parties; pursuant to section 3 (b) of such Act;

It is ordered, That a hearing on such matter under the applicable provisions of said Act and the rules of the Commission thereunder be held on April 18, 1941, at 10:00 o'clock in the forenoon of that day, at the Securities and Exchange Building, 1778 Pennsylvania Avenue NW., Washington, D. C. On such day the hearing-room clerk in room 1102 will advise as to the room where such hearing will be held. At such hearing, if in respect of any declaration, cause shall be shown why such declaration shall become effective.

It is further ordered, That Charles S. Lobingier or any other officer or officers of the Commission designated by it for that purpose shall preside at the hearings in such matter. The officer so designated to preside at any such hearing is hereby authorized to exercise all powers granted to the Commission under Section 18 (c) of said Act and to a trial examiner under the Commissioner's Rules of Practice.

Notice of such hearing is hereby given to such declarant or applicant and to any other person whose participation in such proceeding may be in the public interest or for the protection of investors or consumers. It is requested that 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 Commission on or before April 14, 1941.

The matter concerned herewith is in regard to an application filed by International Public Service Corporation and American-Yugoslav Electric Company on their own behalf and on behalf of their subsidiaries, Novisad Electric Company and Voivodina Electric Company, companies whose business is carried on outside the United States, for exemption as foreign subsidiaries of Federal Water Service Corporation, a registered holding company, from such provisions of the Public Utility Holding Company Act of 1935, application of which to them the Commission may find is not necessary in the public interest or for the protection of investors.

By the Commission.

FRANCIS P. BRASSOR,
Secretary.

[F. R. Doc. 41-2483; Filed, April 4, 1941; 11:32 a. m.]

[File No. 54-32]

IN THE MATTER OF NORTH SHORE GAS COMPANY, NORTH SHORE COKE & CHEMICAL COMPANY, AND NORTH CONTINENT UTILITIES CORPORATION

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 3rd day of April, A. D. 1941.

The Commission having ordered that a hearing in the above entitled matter be held on April 14, 1941, and the applicants 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 April 22, 1941, at 10:00 o'clock in the forenoon.

By the Commission.

[SEAL] FRANCIS P. BRASSOR,
Secretary.

[F. R. Doc. 41-2484; Filed, April 4, 1941; 11:33 a. m.]

[File No. 812-150]

IN THE MATTER OF UNION SECURITIES CORPORATION

NOTICE OF AND ORDER FOR HEARING

At a regular session of the Securities and Exchange Commission, held at its office in the City of Washington, D. C., on the 3rd day of April, A. D. 1941.

An application having been duly filed by the above named applicant under and pursuant to the provisions of sections 17 (b) and 6 (c) of the Investment Company Act of 1940, for an order for exemption from the provisions of section 17 (a) of said Investment Company Act;

It is ordered, That a hearing on the application of the above named applicant under and pursuant to sections 17 (b) and 6 (c) of said Investment Company Act be held on April 14, 1941, at 11:00 o'clock in the forenoon of that day in Room 1102A of the Securities and Exchange Commission Building, 1778 Pennsylvania Avenue NW., Washington, D. C.

It is further ordered, That Willis E. Monty, Esq., or any officer or officers of the Commission designated by it for that purpose shall preside at such hearing on such application. The officer so designated to preside at any such hearing is hereby authorized to exercise all the powers granted to the Commission under sections 41 and 42 of the Investment Company Act of 1940 and to trial examiners under the Commission's Rules of Practice.

Notice of such hearing is hereby given to the above named applicant and to any other person or persons whose participation in such proceedings may be in the public interest or for the protection of investors.

By the Commission.

[SEAL] FRANCIS P. BRASSOR,
Secretary.

[F. R. Doc. 41-2485; Filed, April 4, 1941; 11:33 a. m.]

[File No. 70-294]

IN THE MATTER OF TEXAS CITIES GAS COMPANY AND LONE STAR GAS CORPORATION

NOTICE REGARDING FILING

At a regular session of the Securities and Exchange Commission, held at its office in the City of Washington, D. C., on the 4th day of April, A. D. 1941.

Notice is hereby given that a declaration or application (or both), has been filed with this Commission pursuant to the Public Utility Holding Company Act of 1935 by the above named party or parties; and

Notice is further given that any interested person may, not later than April 21, 1941, at 4:30 P. M., E. S. T., request the Commission in writing that a hearing be held on such matter, stating the reasons for such request and the nature of his interest, or may request that he be notified if the Commission should order a hearing thereon. At any time thereafter such declaration or application, as filed or as amended, may become effective or may be granted, as provided in Rule U-8 of the Rules and Regulations promulgated pursuant to said Act. Any such request should be addressed: Secretary, Securities and Exchange Commission, Washington, D. C.

All interested persons are referred to said declaration or application, which is on file in the office of said Commission, for a statement of the transactions therein proposed, which are summarized below:

Texas Cities Gas Company, a Texas corporation, is a wholly owned subsidiary of Lone Star Gas Corporation, a registered holding company. Texas Cities Gas Company proposes to create and issue 20,000 shares of common capital stock having a par value of $100 per share. The said common capital stock, having an aggregate par value of $2,000,000, is to be delivered to Lone Star Gas Corporation for credit at par value on the 4½% notes, due August 1, 1953, in the aggregate principal amount of $5,275,000, previously issued by Texas Cities Gas Company to Lone Star Gas Corporation.

Texas Cities Gas Company considers Section 7 of the Act to be applicable to the creation and issuance of the 20,000 shares of common capital stock having a par value of $100 per share. Lone Star Gas Corporation considers Section 10 of the Act to be applicable to the acquisition of the common capital stock proposed to be created and issued by Texas Cities Gas Company.

By the Commission.

[SEAL] FRANCIS P. BRASSOR,
Secretary.

[F. R. Doc. 41-2482; Filed, April 4, 1941; 11:32 a. m.]