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**Rules, Regulations, Orders**

**TITLE 16—COMMERCIAL PRACTICES**

**CHAPTER I—FEDERAL TRADE COMMISSION**

[Docket No. 3994]

**PART 3—DIGEST OF CEASE AND DESIST ORDERS**

**IN THE MATTER OF LAKE SHORE SEED COMPANY**

§ 3.6 (t) *Advertising falsely or misleadingly—Qualities or properties of product:* § 3.6 (x) *Advertising falsely or misleadingly—Results:* § 3.66 (h) *Misbranding or mislabeling—Qualities or properties:* § 3.66 (j) 10 *Misbranding or mislabeling—Results.* Representing, in connection with offer, etc., in commerce, of vegetable and garden seed, by means of statements appearing on, or attached to, the packages containing respondent's seed, that the germination percentage of such seed is greater than the actual germination percentage, or making such representation by means of letters, circulars, or other advertising matter, or by any other means, 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, Lake Shore Seed Company, Docket 3994, July 23, 1941]

*In the Matter of David S. Wright, an Individual Doing Business as Lake Shore Seed Company*

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 23rd day of July, A. D. 1941.

This proceeding having been heard<sup>1</sup> by the Federal Trade Commission upon the complaint of the Commission, the answer of the respondent, testimony and other evidence introduced before Randolph Preston, duly appointed trial examiner of the Commission designated by it to serve in this proceeding, the report of the trial examiner thereon, and briefs filed on behalf of the Commission and

<sup>1</sup> 6 F.R. 363.

of the respondent; and the Commission having made its findings as to the facts and its conclusions that the respondent, David S. Wright, an individual doing business as Lake Shore Seed Company, has violated the provisions of the Federal Trade Commission Act:

*It is ordered,* That the respondent, David S. Wright, individually, or doing business or trading under the name Lake Shore Seed Company, or any other name or style, his agents, representatives and employees, directly or through any corporate or other device, in connection with the offering for sale, sale and distribution of vegetable and garden seed, in commerce as "commerce" is defined by the Federal Trade Commission Act, do forthwith cease and desist from representing by means of statements appearing on, or attached to, the packages containing his seed, that the germination percentage of such seed is greater than the actual germination percentage, or making such representation by means of letters, circulars, or other advertising matter, or by any other means.

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

By the Commission.

[SEAL] OTIS B. JOHNSON,  
Secretary.

[F. R. Doc. 41-5722; Filed, August 5, 1941; 11:11 a. m.]

[Docket No. 4196]

**PART 3—DIGEST OF CEASE AND DESIST ORDERS**

**IN THE MATTER OF D. STEFAN WROBLEWSKI, 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 de-*

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# FEDERAL REGISTER

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*ceptively, to make material disclosure—Safety.* In connection with the offering for sale, sale or distribution of respondents' medicinal and cosmetic preparations designated as "Kalwaryjskie Wino Lecznice," "Ampo-Lin," "Reginol," "Masc Ratunek" or "Ratunek Salve," "Kalwa," "Wuzi-Wuzi," "Krople-Ko-

biec" or "Women's Drops," "Sparoton Tablets," "Dunski Wyskok," "Krem Mlodosci No. 1," "Krem Mlodosci No. 2," "Vitamin F Krem," and "Puder Ksiazecy," or any other substantially similar preparations, and among other things, as in order set forth, disseminating, etc., 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 preparations, which advertisements represent, directly or by implication, (1) that said preparation "Kalwaryjskie Wino Lecznice" is a cure or remedy or a competent or effective treatment for stomach ailments or disorders, sour stomach, gas on stomach, indigestion, headaches, listlessness, general weakness of the human system, sluggishness, skin eruptions or blemishes, wrinkles, bad breath, loss of energy, sallow skin, dizziness, colds, fever, or chills; that said preparation will eliminate poisons from the system; that it serves as a tonic to build up the general health, or that it has any value as a tonic other than as a bitter and appetizer, the laxative properties of which may assist in the temporary relief of constipation by the evacuation of the bowels; (2) that said preparation "Ampo-Lin" constitutes a competent or effective treatment for rheumatism, neuralgia, lumbago, arthritis, sciatica, strained or aching muscles, bruises or swellings; that it has any therapeutic value except in so far as its properties as a local counter-irritant may tend to decrease pain in simple neuralgia and in muscular aches and pains; (3) that said preparation "Reginol" is a cure or remedy for corns or will prevent the return of corns; that it has any therapeutic value in the treatment of corns in excess of assisting in the temporary removal thereof; (4) that said preparation "Masc Ratunek" or "Ratunek Salve" constitutes a competent or effective treatment for pains in the back or in the bones or in the body generally; that it has any therapeutic value except in so far as its properties as a local counter-irritant may tend to decrease pain in simple neuralgia and in muscular aches and pains; (5) that said preparation "Kalwa" possesses any therapeutic value in the treatment of coughs, hoarseness, catarrh of the throat, smokers' cough, grippe, whooping cough, or other similar ailments, except in so far as its expectorant properties may aid in the removal of phlegm in coughs due to colds and mild throat irritations, and in smokers' cough; (6) that said preparation "Wuzi-Wuzi" is a competent or effective treatment for fever, or that it possesses any therapeutic value in the treatment of headaches in excess of such temporary and palliative relief as may be afforded by its analgesic properties; that said preparation is safe or harmless; (7) that said preparation "Krople-Kobiecy" or "Women's Drops" possesses any therapeutic value in the

treatment of ailments or disorders peculiar to women, or that it will afford relief from any pains or nervousness caused by such ailments or disorders; that said preparation possesses any therapeutic value in excess of that of a bitter appetizer; (8) that said preparation "Sparoton Tablets" is a cure or remedy for grippe, colds, chills, or fever; (9) that said preparation "Dunski Wyskok" is a cure or remedy for dandruff, or that it has any therapeutic value in the treatment of dandruff in excess of the removal of loose dandruff scales; that it will stop or prevent falling hair or cause the growth of hair; (10) that said preparation "Krem Mlodosci No. 1" will heal sunburn or roughness of the face, neck or hands, or that it will eliminate odors resulting from perspiration; that said preparation "Krem Mlodosci No. 2" will remove pimples, blemishes, freckles, or other skin imperfections, or that it will remove any impurities from the complexion; that said preparation "Vitamin F Krem" will remove wrinkles or blemishes from the face, that it will rejuvenate fading, worn skin, or that it will renew the complexion or revive the skin; and (11) that said preparation "Puder Ksiazecy" will protect the skin against atmospheric changes; or which advertisements, with respect to preparation "Wuzi-Wuzi," fail to contain a warning against the frequent and continued use of said preparation and against excessive dosage (subject to the proviso, that such advertisements need contain only a statement that said preparation should be used only as directed on the label thereof, when such label contains a warning against the frequent and continued use of said preparation and against excessive dosage); 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, D. Stefan Wroblewski, et al., Docket 4196, July 24, 1941]

§ 3.6 (a) (22) *Advertising falsely or misleadingly—Business status, advantages or connections of advertiser—Producer status of dealer or seller—Laboratory: § 3.96 (b) (5) Using misleading name—Vendor—Producer or laboratory status of dealer or seller.* Using, in connection with the offer, etc., in commerce, of respondents' preparations (i. e., a so-called medicinal wine, a liniment, a corn preparation, a cough syrup, a so-called fever reducer and headache powder, a preparation purporting to be a remedy for ailments peculiar to women, a tablet for fever and grippe, a preparation for use as a shampoo and for various scalp diseases, three facial creams and a face powder, offered and sold under different proprietary names or designations, such as "Kalwaryjskie Wino Lecznice," "Ampo-Lin," "Reginol," etc.), and among other things, as in order set forth, the word "Laboratories" or any other word of similar im-

port, as a part of any of respondents' trade or corporate names, or otherwise representing that respondents own or operate a laboratory; 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, D. Stefan Wroblewski, et al., Docket 4196, July 24, 1941]

§ 3.6 (a) (25) *Advertising falsely or misleadingly—Business status, advantages or connections of advertiser—Qualifications:* § 3.96 (b) (6) *Using misleading name—Vendor—Qualifications.* Using, in connection with the offer, etc., in commerce, of respondents' preparations (i. e., a so-called medicinal wine, a liniment, a corn preparation, a cough syrup, a so-called fever reducer and headache powder, a preparation purporting to be a remedy for ailments peculiar to women, a tablet for fever and grippe, a preparation for use as a shampoo and for various scalp diseases, three facial creams and a face powder, offered and sold under different proprietary names or designations, such as "Kalwaryjskie Wino Lecznice," "Ampo-Lin," "Reginol," etc.), and among other things, as in order set forth, the word "Doctor" or the abbreviation "Dr." or any other word or abbreviation of similar import, to designate, describe or refer to said individual respondent D. Stefan Wroblewski, or otherwise representing that said respondent is a physician; 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, D. Stefan Wroblewski, et al., Docket 4196, July 24, 1941]

§ 3.6 (i) *Advertising falsely or misleadingly—Indorsements and testimonials:* § 3.18 *Claiming indorsements or testimonials falsely.* Using, in connection with the offer, etc., in commerce, of respondents' preparations (i. e., a so-called medicinal wine, a liniment, a corn preparation, a cough syrup, a so-called fever reducer and headache powder, a preparation purporting to be a remedy for ailments peculiar to women, a tablet for fever and grippe, a preparation for use as a shampoo and for various scalp diseases, three facial creams and a face powder, offered and sold under different proprietary names or designations, such as "Kalwaryjskie Wino Lecznice," "Ampo-Lin," "Reginol," etc.), and among other things, as in order set forth, testimonials purporting to have been received from purchasers of respondents' preparations, but which in fact were prepared by the respondents, their employees, representatives or agents; 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, D. Stefan Wroblewski, et al., Docket 4196, July 24, 1941]

*In the Matter of D. Stefan Wroblewski, Margie Wroblewski, and Norman Hartman, Individually and Trading as D.*

*Wroblewski & Co., and as D. S. Wroblewski, Inc., and as Daferu Drug Company, Ltd., and as Wroblewski Drug Company, Inc., and as Kalwaryjskie Laboratories, Inc., and as D. Wroblewski & Company, Ltd., and D. Wroblewski & Company, a Corporation, D. S. Wroblewski, Inc., a Corporation, Daferu Drug Company, Ltd., a Corporation, Wroblewski Drug Company, Inc., a Corporation, Kalwaryjskie Laboratories, Inc., a Corporation, and D. Wroblewski & Company, Ltd., a Corporation*

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 24th day of July, A. D. 1941.

This proceeding having been heard by the Federal Trade Commission upon the complaint of the Commission, the answers of the respondents, and a stipulation as to the facts entered into between the individual respondent D. Stefan Wroblewski and the corporate respondents D. S. Wroblewski, Inc., Daferu Drug Co., Inc. (referred to in the complaint as Daferu Drug Company, Ltd.), and D. Wroblewski & Co., Ltd. (referred to in the complaint as D. Wroblewski & Company, Ltd.), 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 said respondents findings as to the facts and conclusion based thereon and an order disposing of the proceeding, 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 respondent D. Stefan Wroblewski, individually and trading as D. Wroblewski & Co., and as D. S. Wroblewski, Inc., and as Daferu Drug Co., Inc., and as Wroblewski Drug Company, Inc., and as Kalwaryjskie Laboratories, Inc., and as D. Wroblewski & Co., Ltd., or trading under any other name or names or through any corporate or other device, and the respondents D. S. Wroblewski, Inc., a corporation, Daferu Drug Co., Inc., a corporation, and D. Wroblewski & Co., Ltd., a corporation, their officers, representatives, agents and employees, directly or through any corporate or other device, in connection with the offering for sale, sale or distribution of respondents' medicinal and cosmetic preparations designated as "Kalwaryjskie Wino Lecznice," "Ampo-Lin," "Reginol," "Masc Ratunek" or "Ratunek Salve," "Kalwa," "Wuzi-Wuzi," "Krople-Kobiece" or "Women's Drops," "Sparoton Tablets," "Dunski Wyskok," "Krem Mlodosci No. 1," "Krem Mlodosci No. 2," "Vitamin F Krem," and "Puder Ksiazecy," or any preparations of substantially similar composition or possessing substantially similar properties, whether sold under the same names or under any other

names, do forthwith cease and desist from directly or indirectly:

1. Disseminating or causing to be disseminated any advertisement by means of the United States mails, or by any means in commerce, as "commerce" is defined in the Federal Trade Commission Act, which advertisement represents, directly or by implication:

(a) That said preparation "Kalwaryjskie Wino Lecznice" is a cure or remedy or a competent or effective treatment for stomach ailments or disorders, sour stomach, gas on stomach, indigestion, headaches, listlessness, general weakness of the human system, sluggishness, skin eruptions or blemishes, wrinkles, bad breath, loss of energy, sallow skin, dizziness, colds, fever, or chills; that said preparation will eliminate poisons from the system; that it serves as a tonic to build up the general health, or that it has any value as a tonic other than as a bitter and appetizer, the laxative properties of which may assist in the temporary relief of constipation by the evacuation of the bowels;

(b) That said preparation "Ampo-Lin" constitutes a competent or effective treatment for rheumatism, neuralgia, lumbago, arthritis, sciatica, strained or aching muscles, bruises or swellings; that it has any therapeutic value except in so far as its properties as a local counter-irritant may tend to decrease pain in simple neuralgia and in muscular aches and pains;

(c) That said preparation "Reginol" is a cure or remedy for corns or will prevent the return of corns; that it has any therapeutic value in the treatment of corns in excess of assisting in the temporary removal thereof;

(d) That said preparation "Masc Ratunek" or "Ratunek Salve" constitutes a competent or effective treatment for pains in the back or in the bones or in the body generally; that it has any therapeutic value except in so far as its properties as a local counter-irritant may tend to decrease pain in simple neuralgia and in muscular aches and pains;

(e) That said preparation "Kalwa" possesses any therapeutic value in the treatment of coughs, hoarseness, catarrh of the throat, smokers' cough, grippe, whooping cough, or other similar ailments, except in so far as its expectorant properties may aid in the removal of phlegm in coughs due to colds and mild throat irritations, and in smokers' cough;

(f) That said preparation "Wuzi-Wuzi" is a competent or effective treatment for fever, or that it possesses any therapeutic value in the treatment of headaches in excess of such temporary and palliative relief as may be afforded by its analgesic properties; that said preparation is safe or harmless; or which advertisement with respect to said preparation fails to contain a warning against the frequent and continued use of said

preparation and against excessive dosage (Provided, however, That such advertisement need contain only a statement that said preparation should be used only as directed on the label thereof, when such label contains a warning against the frequent and continued use of said preparation and against excessive dosage);

(g) That said preparation "Krople-Kobiece" or "Women's Drops" possesses any therapeutic value in the treatment of ailments or disorders peculiar to women, or that it will afford relief from any pains or nervousness caused by such ailments or disorders; that said preparation possesses any therapeutic value in excess of that of a bitter appetizer;

(h) That said preparation "Sparoton Tablets" is a cure or remedy for grippe, colds, chills, or fever;

(i) That said preparation "Dunski Wyskok" is a cure or remedy for dandruff, or that it has any therapeutic value in the treatment of dandruff in excess of the removal of loose dandruff scales; that it will stop or prevent falling hair or cause the growth of hair;

(j) That said preparation "Krem Mlodosci No. 1" will heal sunburn or roughness of the face, neck or hands, or that it will eliminate odors resulting from perspiration; that said preparation "Krem Mlodosci No. 2" will remove pimples, blemishes, freckles, or other skin imperfections, or that it will remove any impurities from the complexion; that said preparation "Vitamin F Krem" will remove wrinkles or blemishes from the face, that it will rejuvenate fading, worn skin, or that it will renew the complexion or revive the skin;

(k) That said preparation "Puder Ksiazecy" will protect the skin against atmospheric changes.

2. Disseminating or causing to be disseminated any advertisement by any means for the purpose of inducing or which is likely to induce, directly or indirectly, the purchase in commerce, as "commerce" is defined in the Federal Trade Commission Act, of any of said preparations, which advertisement contains any of the representations prohibited in paragraph 1 hereof; or which advertisement with respect to said preparation "Wuzi-Wuzi" fails to contain a warning against the frequent and continued use of said preparation and against excessive dosage (provided, however, that such advertisement need contain only a statement that said preparation should be used only as directed on the label thereof, when such label contains a warning against the frequent and continued use of said preparation and against excessive dosage).

*It is further ordered,* That said respondents, their officers, representatives, agents and employees, as aforesaid, in connection with the offering for sale, sale and distribution of their said preparations in commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from:

(a) Using the word "Laboratories" or any other word of similar import, as a part of any of respondents' trade or corporate names, or otherwise representing that respondents own or operate a laboratory;

(b) Using the word "Doctor" or the abbreviation "Dr." or any other word or abbreviation of similar import, to designate, describe or refer to said individual respondent D. Stefan Wroblewski, or otherwise representing that said respondent is a physician;

(c) Using testimonials purporting to have been received from purchasers of

respondents' preparations, but which in fact were prepared by the respondents, their employees, representatives or agents.

*It is further ordered,* That this proceeding be closed as to the individual respondents Margie Wroblewski Hartman (referred to in the complaint as Margie Wroblewski) and Norman Hartman, and the corporate respondents The Wroblewski Drug Company, Limited (referred to in the complaint as Wroblewski Drug Company, Inc.), and Kalwaryjskie Laboratories, Inc., and D. Wroblewski & Co. of America, Inc. (referred to in the complaint as D. Wroblewski & Company), without prejudice to the right of the Commission, should the facts so warrant, to reopen the proceeding and resume trial thereof in accordance with the Commission's regular procedure.

*It is further ordered,* That respondents D. Stefan Wroblewski, D. S. Wroblewski, Inc., Daferu Drug Co., Inc., and D. Wroblewski & Co., Ltd., shall within ten (10) days after the 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 the 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. 41-5723; Filed, August 5, 1941;  
11:11 a. m.]

TITLE 30—MINERAL RESOURCES  
CHAPTER III—BITUMINOUS COAL  
DIVISION

[Docket No. A-937]

PART 324—MINIMUM PRICE SCHEDULE,  
DISTRICT NO. 4

ORDER GRANTING TEMPORARY RELIEF AND  
CONDITIONALLY PROVIDING FOR FINAL RE-  
LIEF IN THE MATTER OF THE PETITION OF  
DISTRICT BOARD NO. 4 FOR THE ESTABLISH-  
MENT OF PRICE CLASSIFICATIONS AND MINI-  
MUM PRICES FOR COALS FOR WHICH PRICE  
CLASSIFICATIONS AND EFFECTIVE MINIMUM  
PRICES HAVE NOT BEEN HERETOFORE ES-  
TABLISHED

A petition, pursuant to section 4 II (d)  
of the Bituminous Coal Act of 1937 hav-  
ing been duly filed with this Division by  
the Bituminous Coal Producers Board  
for District No. 4, requesting the estab-  
lishment of price classifications and min-  
imum prices for the coals of certain  
mines in District No. 4 which coals have  
not been heretofore classified and priced,  
and the granting of temporary relief  
pending the final disposition of the sub-  
ject matter; and

It appearing that a reasonable showing  
of necessity has been made for the grant-  
ing of temporary relief in the matter  
hereinafter set forth; and

No petitions of intervention having  
been filed with this Division in the above  
entitled matter; and

This action being deemed necessary in  
order to effectuate the purposes of the  
Act:

Now, therefore, it is ordered, That  
pending final disposition of the above en-  
titled matter, temporary relief be and  
the same hereby is, granted as follows:  
Commencing forthwith § 324.7 (*Alph-  
abetical list of code members*) is amended  
by adding thereto Supplement R-I,  
§ 324.8 (*Numerical list of mines*) is  
amended by adding thereto Supplement  
R-II, § 324.2 (*Seasonal discounts*) is  
amended by adding thereto Supplement  
R-III, § 324.10 (*General prices*) is  
amended by adding thereto Supplement  
R-IV, § 324.11 (*Special prices—(a) Rail-  
road fuel prices for all movements exclu-  
sive of lake cargo railroad fuel*) is  
amended by adding thereto Supplement  
R-V, and § 324.24 (*General prices in  
cents per net ton for shipment into all  
market areas*) is amended by adding  
thereto Supplement T, which supple-  
ments are hereinafter set forth and  
hereby made a part hereof.

No prices are established herein for  
the Smithberger Coal Company No. 1  
mine (Mine Index No. 1431) of Andy  
Maruca because price classifications and  
effective minimum prices have been  
previously established for this mine in  
the Schedule of Effective Minimum  
Prices for District No. 4 for Truck Ship-  
ments, effective October 1, 1940.

No relief is granted herein to the Locust  
Point mine (Mine Index No. 1900) with  
respect to all shipments except truck,  
nor to the Knoxville mine (Mine Index

No. 239) with respect to all shipments,  
since these mines are affected by unique  
considerations set forth in an order des-  
ignating that portion of Docket No.  
A-937 relating to these mines as Docket  
No. A-937, Part II.

It is further ordered, That applications  
to stay, terminate or modify the fore-  
going temporary relief, or pleadings in  
opposition to the final relief requested  
in the petition, may be filed within  
forty-five (45) days from the date hereof,  
pursuant to the Rules and Regulations

Governing Practice and Procedure before  
the Division in Proceedings Instituted  
Pursuant to section 4 II (d) of the Act,  
and

It is further ordered, That the relief  
hereinabove granted shall become per-  
manent sixty (60) days from the date  
hereof unless the Director shall other-  
wise order.

Dated: July 21, 1941.

[SEAL]

DAN H. WHEELER,  
Acting Director.

TEMPORARY AND CONDITIONALLY FINAL EFFECTIVE MINIMUM PRICES FOR DISTRICT NO. 4

NOTE: The material in these supplements is to be read in the light of the classifications,  
prices, instructions, exceptions and other provisions contained in Part 324, Minimum Price  
Schedule for District No. 4 and supplements thereto.

FOR ALL SHIPMENTS EXCEPT TRUCK

§ 324.7 *Alphabetical list of code members—Supplement R-I*

[Alphabetical list of code members having railway loading facilities, showing price classification by size group Nos.]

Mine index No.	Code member	Mine name	Sub-district No.	Seam	Type	Freight origin group No.	Price classifications by size group Nos.															
							1	2	3	4	5	6	7	8	9	10	11	12				
211	Airline Coal Co. (Charles A. Landers).	River Hill.....	8	8	Deep....	23	K	K	O	O	O	O	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q
2468	Arbaugh, William.....	Arbaugh.....	7	4	Deep....	43	K	K	O	O	O	O	O	O	O	O	O	O	O	O	O	O
2608	Beechnut Coal Company (Harry Guess).	Beechnut.....	5	6	Deep....	22	K	K	O	O	O	O	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q
2342	Burley Run Coal Company (Mason T. Moore).	Burley Run.....	6	6	Deep....	93	O	O	O	O	O	O	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q
623	Dodg Coal & Mining Co., The.	Dodg No. 2.....	1	8	Deep....	15	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O
212	Eaton, W. J. (Pine Hollow Coal Company).	Pine Hollow.....	4	6, 7	Strip....	73	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q
*1918	Hamilton-Trenner Coal Company, The.	Walnut Hill.....	2	7	Deep....	16	R	R	R	Q	O	O	O	O	O	O	O	O	O	O	O	O
217	Moscrip, Poole & Smith (Lewis S. Moscrip).	Matson.....	1	8	Strip....	18	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q
230	Noble, Fred (Noble Coal Co.).	Noble #2.....	4	6	Strip....	55	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q
210	St. Clair Collieries Co. (Harry Brasford).	Lois.....	1	8	Strip....	18	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q
1371	Stoker Coal Sales Co.	Chaplow.....	4	6, 7	Strip....	73	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q
2895	Tedrow, Chas.	Tedrow #2.....	6	6	Deep....	93	O	O	O	O	O	O	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q
1277	Thomas, Charles A.	Thomas, Charles A.....	3	8	Deep....	23	K	K	O	O	O	O	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q
1279	Waterloo Coal Company, Inc.	Waterloo.....	8	7	Deep....	41	K	K	O	O	O	O	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q
1899	White & Sons, Herman R.	White's.....	1	8	Deep....	51	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O	O

\*Subject to Exception No. 4, in § 324.1 in Price Schedule No. 1.

§ 324.8 *Numerical list of mines—Supplement R-II*

Mine Index No.	Mine name	Code member	Freight origin districts	Freight origin group Nos.	Railroad	Sub-dist. No.
210	Lois.....	St. Clair Collieries Co. (Harry Brasford).	Ohio No. 8....	18	W. & L. E.....	1
211	River Hill.....	Airline Coal Co. (Charles A. Landers).	Pomeroy.....	23	C. & O.....	8
212	Pine Hollow.....	Eaton, W. J. (Pine Hollow Coal Company).	Leetonia.....	73	P. L. & W.....	4
217	Matson.....	Moscrip, Poole & Smith (Lewis S. Moscrip).	Ohio No. 8....	18	W. & L. E.....	1
230	Noble #2.....	Noble, Fred (Noble Coal Co.).	Middle.....	55	W. & L. E.....	4
623	Dodg No. 2.....	Dodg Coal & Mining Co., The.	Ohio No. 8....	15	P. R. R.....	1
1277	Charles A. Thomas.....	Thomas, Charles A.	Pomeroy.....	23	C. & O.....	8
1279	Waterloo.....	Waterloo Coal Company, Inc.	Jackson.....	41	B. & O.....	4
1371	Chaplow.....	Stoker Coal Sales Co.	Leetonia.....	73	P. L. & W.....	4
1899	White's.....	White & Sons, Herman R.	Middle.....	51	B. & O.....	1
1918	Walnut Hill.....	Hamilton-Trenner Coal Company, The.	Cambridge.....	16	P. R. R.....	2
2342	Burley Run.....	Burley Run Coal Company (Mason T. Moore).	Crooksville....	93	P. R. R., N. Y. C.	6
2468	Arbaugh.....	Arbaugh, William	Jackson.....	43	C. & O.....	7
2608	Beechnut.....	Beechnut Coal Company (Harry Guess).	Hocking.....	22	C. & O.....	5
2895	Tedrow #2.....	Tedrow, Chas.	Crooksville....	93	P. R. R., N. Y. C.	6

§ 324.10 General prices—Supplement R-IV—Continued

Freight origin districts	Freight origin group Nos.	Additional freight origin group Nos.	Mine index Nos.	Additional mine index Nos.
Pomeroy	23, 25		14, 22, 38, 70, 82, 100, 101, 105, 112, 113	Add mine index Nos. 211-1277
Crooksville	31, 32, 33, 34, 35	Add 50	4, 28, 59, 85, 91, 104, 106, 125, 138, 143, 146, 153, 156, 160, 162, 165	Add mine index Nos. 2342-2886
Jackson	41		2, 131, 134	Add mine index No. 1279
Middle	41, 42, 43		6, 158, 172	Add mine index No. 2468
Lectonia	52	Add 51	3, 77, 159, 166	Add mine index No. 1899
	55			Add mine index No. 230
	72, 74	Add 73		Add mine index Nos. 212-1371

Prices as shown in § 324.9, § 324.10, § 324.11 (b), § 324.11 (c), § 324.11 (d) in the Schedule of Effective Minimum Prices apply to all additional mine index numbers hereinabove noted.

§ 324.11 Special prices—(a) Railroad fuel prices for all movements exclusive of lake cargo Railroad fuel—Supplement R-V

Railroad fuel prices for all movements exclusive of lake cargo railroad fuel from mines indexed below. For shipment to railroads as shown—See schedule of effective minimum prices, § 324.11 (e)

Name of railroad	Mine index Nos.	Additional mine index Nos.
Baltimore & Ohio Railroad Co.	10, 21, 30, 33, 39, 49, 58, 71, 72, 78, 81, 85, 87, 88, 96, 103, 104, 106, 115, 121, 124, 128, 134, 136, 144, 146, 147, 151, 155, 157, 160, 162	Add mine index Nos. 1279, 1899
Chesapeake & Ohio Railway Co.	14, 38, 41, 47, 61, 70, 72, 75, 76, 82, 86, 101, 105, 112, 113, 130, 131, 168, 170, 171	Add mine index Nos. 211, 1277, 2468, 2898
New York Central System	1, 4, 6, 18, 22, 27, 28, 34, 35, 47, 54, 59, 64, 66, 73, 74, 83, 90, 91, 100, 107, 109, 125, 126, 138, 141, 143, 156, 158, 172	Add mine index Nos. 2342, 2895
Pennsylvania Railroad Co.	11, 25, 31, 42, 43, 49, 50, 55, 56, 57, 62, 65, 67, 69, 81, 94, 111, 114, 115, 132, 152, 162, 165, 169	Add mine index No. 212, 1371
Pittsburgh, Lisbon & Western Railroad	5, 12, 37, 48, 110, 119	Add mine index Nos. 210, 217, 230
Wheeling & Lake Erie Railway Co.		Add mine index Nos. 210, 212, 217, 230, 1371
Akron, Canton & Youngstown Railway Co.		
Ann Arbor Railroad Co.		
Canadian National Railways and Grand Trunk Railway System		
Canadian Pacific Railway Co.		
Detroit and Mackinac Railway Company		
Detroit & Toledo Shore Line Railroad Co.		
Erie Railroad		
Nickel Plate Road (New York Chicago & St. Louis Railroad Co.)		
Pelee Marquette Railway Co.		

From mine index Nos. 3, 5, 7, 8, 12, 13, 16, 25, 36, 37, 45, 48, 68, 77, 79, 92, 97, 108, 110, 119, 133, 153, 159, 161, 166.

§ 324.2 Seasonal discounts—Supplement R-III

[Seasonal discounts—On all shipments of coal in Size Groups 1 or 2, the discounts shown below in cents per net ton may apply. The date of shipment and not the date of sale shall govern the seasonal price applicable. These seasonal discounts apply for shipments to all market areas except Market Areas 1 to 13, inclusive, 98 and 99 (Great Lakes), River Shipments, Vessel Fuel and Railroad Fuel]

Freight origin districts	Freight origin group Nos.	Additional freight origin group Nos.	Mine index Nos.	Additional mine index Nos.	Amount of discount for shipments during the month of—				
					April	May	June	July	
Ohio No. 8	9, 10, 11, 12, 14, 15, 17, 18, 19		10, 21, 26, 30, 31, 34, 35, 42, 43, 54, 55, 56, 57, 62, 65, 67, 69, 81, 94, 101, 105, 112, 113, 114, 115, 116, 122, 123, 124, 127, 128, 144, 145, 147, 152, 157, 164, 167, 168, 169, 170, 171	Add mine index Nos. 210, 217	30	20	10		August
Cambridge	12, 14, 17, 18		12, 15, 37, 45, 68, 92, 119, 161	Add mine index Nos. 1918, 2908	30	20	10		
Hocking	21, 22, 26, 27, 28		1, 27, 33, 41, 47, 59, 61, 64, 73, 74, 75, 76, 80, 90, 109, 126, 130, 168, 170, 171	Add mine index Nos. 211, 1277	50	40	30	20	10
Pomeroy	23, 25		14, 22, 38, 70, 82, 100, 101, 105, 112, 113	Add mine index Nos. 2342, 2895	30	20	10		
Crooksville	31, 32, 33, 34, 35	Add 50	4, 28, 59, 85, 91, 104, 106, 125, 138, 143, 146, 153, 156, 160, 162, 165	Add mine index Nos. 212, 1371	30	20	10		
Jackson	41		2, 131, 134	Add mine index Nos. 1279, 1899	50	40	30	20	10
Middle	41, 42, 43		6, 158, 172	Add mine index Nos. 2468, 2898	30	20	10		
Lectonia	52	Add 51	3, 77, 159, 166	Add mine index Nos. 1899, 230	30	20	10		
	55			Add mine index Nos. 212, 1371	30	20	10		
	72, 74	Add 73			30	20	10		

Seasonal discounts as shown in § 324.2 in the Schedule of Effective Minimum Prices apply to all additional mine index numbers hereinabove noted.

§ 324.10 General prices—Supplement R-IV

[Prices for all-rail shipment from mines indexed below into market areas as shown. For shipment into all market areas—See Schedule of Effective Minimum Prices, § 324.9, § 324.10. Also applies to Market Areas 98 and 99 (Great Lakes), § 324.11 (b), § 324.11 (c) and Vessel Fuel, § 324.11 (d)]

Freight origin districts	Freight origin group Nos.	Additional freight origin group Nos.	Mine index Nos.	Additional mine index Nos.
Ohio No. 8	9, 10, 11, 12, 14, 15, 17, 18, 19		10, 21, 26, 30, 31, 34, 35, 42, 43, 54, 55, 56, 57, 62, 65, 67, 69, 81, 94, 101, 105, 112, 113, 114, 115, 116, 122, 123, 124, 127, 128, 144, 145, 147, 152, 157, 164, 167, 168, 169, 170, 171	Add mine index No. 623
Cambridge	12, 14, 17, 18		12, 15, 37, 45, 68, 92, 119, 161	Add mine index Nos. 210-217, 1918
Hocking	21, 22, 26, 27, 28		1, 27, 33, 41, 47, 59, 61, 64, 73, 74, 75, 76, 80, 90, 109, 126, 130, 168, 170, 171	Add mine index No. 4)

(Subject to Exception No. 4)

§ 324.24 General prices in cents per net ton for shipment into all market areas—  
Supplement T—Continued

Code member index	Mine	Mine Index No.	Seam	Base sizes								
				0' Lump	3'-4'-0" Lump	2' Lump	2' x 4' Egg	1 1/2' x 4' Egg	1 1/2' Lump	1 1/2' x 4' Nut and Tea	2' x 0 Slack	3/4' x 0 Slack
SUBDISTRICT NO. 6—CROOKSVILLE—CON.												
FERRY COUNTY												
Nutter & Sons, James (James Nutter) Steele Bros. Coal Co.	Nutter Steele	218	6	280	270	260	235	230	200	195	165	155
SUBDISTRICT NO. 7—JACKSON												
LAWRENCE COUNTY												
Gossett, E. R.	O'Neill #3	229	8	285	285	275	250	245	195	185	155	145
SUBDISTRICT NO. 8—POMEROY												
GALLIA COUNTY												
Boring, E. C.	Boring	214	5	295	285	275	250	245	195	185	140	140
MEIGS COUNTY												
Airline Coal Co. (Chas. A. Landers)	River Hill	211	8	295	285	275	250	245	195	185	140	140

[F. R. Doc. 41-5686; Filed, August 4, 1941; 10:50 a. m.]

[Docket No. A-657]  
PART 326—MINIMUM PRICE SCHEDULE,  
DISTRICT NO. 6

ORDER AMENDING PREVIOUS ORDER IN THE MATTER OF THE PETITION OF DISTRICT BOARD 6 FOR THE ESTABLISHMENT OF PRICE CLASSIFICATIONS AND MINIMUM PRICES FOR THE COALS OF CERTAIN MINES IN DISTRICT NO. 6.

The Director, having issued an Order in the above-entitled matter, dated March 17, 1941, granting temporary relief and conditionally providing for final relief, and in Supplement C annexed to the said Order, the Horvath mine, Mine Index No. 140, of Louis Horvath, a code member in District No. 6, having been

erroneously added to the table of prices shown for Mine Index Nos. 7, 20, 24 and 26 in §§ 326.7 and 326.8 of Part 326, Minimum Price Schedule for District No. 6.

Now, therefore, it is ordered, That § 326.6 (Numerical list of mines) and § 326.7 (General prices) in the said Order of March 17, 1941, be, and they hereby are, amended by the deletion of Supplements B and C, and the insertion in lieu thereof, of Supplement B, herein after set forth and hereby made a part hereof.

It is further ordered, That this amendment shall be effective fifteen (15) days from the date of the order herein.

Dated: July 18, 1941.

[SEAL] DAN H. WHEELER,  
Acting Director.

FOR TRUCK SHIPMENTS  
§ 324.24 General prices in cents per net ton for shipment into all market areas—  
Supplement T

Code member index	Mine	Mine Index No.	Seam	Base sizes								
				0' Lump	3'-4'-0" Lump	2' Lump	2' x 4' Egg	1 1/2' x 4' Egg	1 1/2' Lump	1 1/2' x 4' Nut and Tea	2' x 0 Slack	3/4' x 0 Slack
SUBDISTRICT NO. 1—EASTERN OHIO												
BELMONT COUNTY												
Gordon, Harold E. St. Clair Collieries Co. (Harry Bradford)	Gordon, Lois	213	8A	285	275	260	235	230	200	190	165	155
HARRISON COUNTY												
Messing, Poole & Smith (Lewis S. Messing)	Mastons	217	8	275	265	250	225	220	210	190	180	180
JEFFERSON COUNTY												
Georges Run Coal Co. (Othie Husak)	Dawson	209	8	285	275	260	235	230	200	190	165	155
SUBDISTRICT NO. 2—CAMBERDOE												
GUERNSEY COUNTY												
Foraker & Todd (Ernest Todd)	Foraker & Todd	215	7	270	260	245	220	220	200	190	165	155
SUBDISTRICT NO. 3—BERGHOLI												
SUBDISTRICT NO. 4—MIDDLE COLUMBIANA COUNTY												
Eaton, W. J. (Pine Hollow Coal Company)	Pine Hollow	212	5, 7	300	290	275	250	245	225	205	195	195
COSHOCTON COUNTY												
Noble, Fred (Noble Coal Co.)	Noble #2	230	6	280	270	260	235	230	185	165	155	155
HARRISON COUNTY												
Stewart, Frank, Jr.	Lone Pine Coal Co.	227	7	275	265	250	225	220	220	190	180	180
STARK COUNTY												
Harrisburg Coal Company, The, c/o James Palermo.	Mildred	208	6	275	265	250	235	235	210	190	180	180
SUBDISTRICT NO. 5—HOCKING												
ATHENS COUNTY												
Walburn Coal Co. (B. E. Walburn)	Walburn Coal Co.	231	6	295	285	275	250	245	195	165	155	155
HOCKING COUNTY												
Blosser Coal Co. Blue Bell Coal Co. (B. F. Sharen)	Blosser Prosperity	228	6	285	275	260	235	230	195	165	155	155
SUBDISTRICT NO. 6—CROOKSVILLE												
MUSKINGUM COUNTY												
Jones, Louis Tedrow, Chas.	Jones Tedrow #2	2894	7	280	270	260	235	230	195	165	155	155
		2895	6	280	270	260	235	230	195	165	155	155

16 F. R. 1653.

*It is further ordered.* That the relief herein granted shall become final sixty (60) days from the date of this Order, unless the Director shall otherwise order. The original petition proposed price classifications and minimum prices, for all shipments, for the coals produced at the Roberts Mine (Mine Index No. 542) of the Big Eagle Coal Co. As price classifications and minimum prices were established for the coals of this mine in the Schedule of Effective Minimum Prices for District No. 8, For All Shipments, effective October 1, 1940, no price classification or minimum prices are established herein for these coals.

Dated: July 17, 1941.  
[SEAL] DAN H. WHEELER,  
Acting Director.

ment R-II, and § 327.34 (General prices in cents per net ton for shipment into any market area) is amended by adding thereto Temporary Supplement T, which supplements are hereinafter set forth and hereby made a part hereof.

*It is further ordered.* That pleadings in opposition to the original petition in the above-entitled matter and applications to stay, terminate or modify the temporary relief herein granted may be filed with the Division within forty-five (45) days from the date of this Order, 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.

TEMPORARY AND CONDITIONALLY FINAL EFFECTIVE MINIMUM PRICES FOR DISTRICT NO. 7  
NOTE: The material contained in these supplements is to be read in the light of the classifications, prices, instructions, exceptions and other provisions contained in Part 327, Minimum Price Schedule for District No. 7 and supplements thereto.

FOR ALL SHIPMENTS EXCEPT TRUCK

§ 327.11 *Low volatile coals: Alphabetical list of code members—Supplement R-I*  
(Alphabetical list of code members having railway loading facilities, showing price classifications by size groups for all uses except as separately shown)

Mine Index No.	Code member	Mine name	Sub-dist. No.	Low volatile seam	Freight in tons	Price classifications by size group Nos.									
521	Call, D. W.	D. W. Call	3	Poca, 3	20	1	2	3	4	5	6	7	8	9	10
553	Glade Smokeless Coal Company c/o T. Seibert Roy.	Glade Creek	2	Fire Creek	16	A	A	A	A	A	A	A	B	D	B
226	Jones, John A.	Brackens Creek	2	Sewell	30	A	A	A	A	A	A	A	B	B	B
707	Miller & Moore Coal Company	Miller & Moore	4	Bradshaw	10	A	A	A	A	A	A	A	A	(f)	(f)
719	Pitzantarger, D. E.	Ethel #2	1	Sewell	17	D	(f)	(f)	(f)	(f)	(f)	(f)	B	C	(f)
608	Redden, L. M.	Redden #1	1	Fire Creek	17	D	(f)	(f)	(f)	(f)	(f)	(f)	B	B	(f)
598	Robert Smokeless Coal Company	North Fork	1	Sewell	17	D	(f)	(f)	(f)	(f)	(f)	(f)	B	C	C
722	Turner Smokeless Coal Company	Echo	2	Fire Creek	10	A	A	A	A	A	A	A	A	B	B

Indicates no classifications effective for these size groups.

FOR ALL SHIPMENTS EXCEPT TRUCK, RIVER AND EX-RIVER

NOTE: The material contained in this supplement is to be read in the light of the classification, prices, instructions, exceptions and other provisions contained in Part 326, Minimum Price Schedule for District No. 6 and supplements thereto.

§ 326.6 Numerical list of mines—Supplement B

Refer to § 326.6 in Price Schedule No. 1 of the Schedule of Effective Minimum Prices for District No. 6. Add the following:

Mine Index No.	Mine name	Code member	Freight origin group No.	Railroad
30	Phillips, Matthew		30	P. R. R.
31	Devonney No. 2	Phillips, Matthew	30	P. R. R.
140	Horvath	Wheeling Valley Coal Corporation Horvath, Louis	30	P. R. R.

Prices for all Mine Index Numbers except 7, 20, 24 and 26 shown in §§ 326.7, 326.8 (a), (b), (c), (d) in Price Schedule No. 1 of the Schedule of Effective Minimum Prices apply to Mine Index Number 140.

Prices for Mine Index Numbers 7, 20, 24 and 26 shown in §§ 326.7, 326.8 (a), (b), (c), (d) in Price Schedule No. 1 of the Schedule of Effective Minimum Prices apply to Mine Index Numbers 30 and 31.

[F. R. Doc. 41-5687; Filed, August 4, 1941; 10:51 a. m.]

[Docket No. A-866]

PART 327—MINIMUM PRICE SCHEDULE, DISTRICT NO. 7

ORDER GRANTING TEMPORARY RELIEF AND CONDITIONALLY PROVIDING FOR FINAL RELIEF IN THE MATTER OF THE PETITION OF DISTRICT BOARD 7 FOR THE ESTABLISHMENT OF PRICE CLASSIFICATIONS AND MINIMUM PRICES FOR THE COALS OF CERTAIN MINES IN DISTRICT NO. 7

An original petition, pursuant to section 4 II (d) of the Bituminous Coal Act of 1937, having been duly filed with this Division by the above-named party, requesting the establishment, both temporary and permanent, of price classifications and minimum prices for the coals of certain mines in District No. 7; and

It appearing that a reasonable showing of necessity has been made for the granting of temporary relief in the manner hereinafter set forth; and  
No petitions of intervention having been filed with the Division in the above-entitled matter; and

It appearing that this action is necessary in order to effectuate the purposes of the Act;

*It is ordered,* That, pending final disposition of the above-entitled matter, temporary relief is granted as follows: Commencing forthwith § 327.11 (*Low volatile coals: Alphabetical list of code members*) is amended by adding thereto Supplement R-I, § 327.21 (*High volatile coals: Alphabetical list of code members*) is amended by adding thereto Supplement



The minimum price free on board transportation facilities at the mines, for shipment of any size of coal included in Size Groups 1, 2, 3 and 4 to each destination in Market Areas 47, 48, 49, 50, 52, 53 and 54 (except as hereinafter limited in so far as Market Areas 47, 48 and 49 are concerned).

The above reductions shall not apply to shipments to specific destinations in Market Areas 47, 48 and 49, set out in Supplement R attached to and made a part of the final Order of the Director in Docket No. A-86.

Dated: July 26, 1941.  
[SEAL] DAN H. WHEELER,  
Acting Director.

The minimum price free on board transportation facilities at the mines, for shipment of any size of coal included in Size Groups 1, 2, 3 and 4 to each destination in Market Areas 47, 48, 49, 50, 52, 53 and 54 (except as hereinafter limited in so far as Market Areas 47, 48 and 49 are concerned), listed in the price schedule, shall be reduced ten cents per net ton.

The effect of this reduction in the minimum price is a reduction of ten cents per net ton in the delivered price listed in the price schedule for any size of coal

FOR DELIVERY BY RAILROAD

Note: The material in this schedule is to be read in the light of the classifications, prices, instructions, exceptions and other provisions contained in Part 332, Minimum Price Schedule for District 12 and supplements thereto.

§ 332.4 General prices—Supplement R

Market area	Iowa destination	1 Chunks		2 Standard lump		3 Egg		4 Small egg	
		Base rate	Delivered price	Base rate	Delivered price	Base rate	Delivered price	Base rate	Delivered price
48	Alexander.....	138	490	138	485	138	475	138	470
47	Armstrong.....	14	326	138	490	138	475	138	470
48	Belmond.....	138	490	138	485	138	475	138	470
48	Buffalo Center.....	138	490	138	485	138	475	138	470
48	Burdette.....	138	490	138	485	138	475	138	470
48	Cedar Falls.....	138	490	138	485	138	475	138	470
49	Clear Lake.....	138	490	138	485	138	475	138	470
47	Conifer.....	138	490	138	485	138	475	138	470
48	Crystal Lake.....	138	490	138	485	138	475	138	470
47	Divide Spur.....	138	490	138	485	138	475	138	470
47	Emmetsburg.....	138	490	138	485	138	475	138	470
47	Emmons.....	138	490	138	485	138	475	138	470
47	Estherville.....	138	490	138	485	138	475	138	470
47	Forest City.....	138	490	138	485	138	475	138	470
47	Galt.....	138	490	138	485	138	475	138	470
47	Gravel.....	138	490	138	485	138	475	138	470
47	Grassington.....	138	490	138	485	138	475	138	470
47	Grundy Center.....	138	490	138	485	138	475	138	470
47	Gruver.....	138	490	138	485	138	475	138	470
47	Haintown.....	138	490	138	485	138	475	138	470
47	Hayfield.....	138	490	138	485	138	475	138	470
47	Hutchins.....	138	490	138	485	138	475	138	470
48	Iowa Falls.....	138	490	138	485	138	475	138	470
47	Kanawha.....	138	490	138	485	138	475	138	470
47	Klemme.....	138	490	138	485	138	475	138	470
47	Lakota.....	138	490	138	485	138	475	138	470
47	Latimer.....	138	490	138	485	138	475	138	470
47	Marble Rock.....	138	490	138	485	138	475	138	470
47	Miller (Hancock Co.).....	138	490	138	485	138	475	138	470
47	Monksmery.....	138	490	138	485	138	475	138	470
47	Morrison.....	138	490	138	485	138	475	138	470
47	Osgood.....	138	490	138	485	138	475	138	470
47	Poppley.....	138	490	138	485	138	475	138	470
47	Rake.....	138	490	138	485	138	475	138	470
47	Rockford.....	138	490	138	485	138	475	138	470
47	Rodman.....	138	490	138	485	138	475	138	470
47	Rosam.....	138	490	138	485	138	475	138	470
47	Seaville.....	138	490	138	485	138	475	138	470
47	Shelton.....	138	490	138	485	138	475	138	470
47	Shellrock.....	138	490	138	485	138	475	138	470

Prices in this Schedule shall not be subject to the note contained in § 332.4 in Supplement No. 1 to the Schedule of Effective Minimum Prices for District 12 for All Shipments Except Truck.

§ 327.34 General prices in cents per net ton for shipment into any market area—Supplement T

Code member index	Mine index No.	Mine	Subdistrict No.	County	Seam	All lump 3/4" or larger, all egg and stove, All nut or pea 1 1/4" top							
						1	2	3	4	5	6		
Altizer (Mrs.) W. H.	501	Altizer.....	4	Tasewell.....	Jewell.....	330							

\*Indicates coal in this size group previously classified and priced.  
[F. R. Doc. 41-5698; Filed, August 4, 1941; 10:51 a. m.]

ORDER OF THE ACTING DIRECTOR APPROVING AND ADOPTING THE PROPOSED FINDINGS OF FACT AND CONCLUSIONS OF LAW OF THE EXAMINER, AND GRANTING CERTAIN PERMANENT RELIEF IN THE MATTER OF THE PETITION OF DISTRICT BOARD 12, PURSUANT TO SECTION 4 II (d) OF THE BITUMINOUS COAL ACT OF 1937, CONCERNING MINIMUM PRICES ESTABLISHED FOR CERTAIN SIZES OF COAL DELIVERED BY RAIL TO CERTAIN DESTINATIONS IN MARKET AREAS 47, 48 AND 49

An original petition pursuant to section 4 II (d) of the Bituminous Coal Act of 1937 having been duly filed on October 7, 1940, by District Board 12, requesting temporary and final orders revising the minimum prices applicable to coals in Size Groups 1-4 produced in District 12 so that the delivered price of such coals at specified Iowa destinations would equal the delivered price of comparable sizes of coal produced in the Fulton-Peoria subdistrict of District 10; and

A hearing having been held before a duly designated Examiner of the Division in Des Moines, Iowa, on December 4, 1940; and

The Examiner having made Proposed Findings of Fact and Conclusions of Law in this matter, dated May 17, 1941; and

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

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

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

It is further ordered, That § 332.4 (General prices) in the Schedule of Effective Minimum Prices for District No. 12, for All Shipments Except Truck, be, and it is hereby, amended by establishing as the effective minimum prices for the coals of Size Groups 1-4, for shipment into the destinations therein specified, the minimum prices set forth in Supplement R attached hereto and hereby made a part hereof.

It is further ordered, That the note set forth in § 332.4 (General prices) of Supplement No. 1 to the Schedule of Effective Minimum Prices for District No. 12, for All Shipments Except Truck, be deleted and the following note substituted therefor:

similar coals permanently established in Docket No. A-206; and

It appearing necessary that this action be taken in order to effectuate the purposes of the Act,

It is ordered, That, pending final disposition of the above-entitled matter, temporary relief is granted as follows: Commencing forthwith, § 342.3 (Identification of subdistricts) is amended by adding thereto Supplement A, § 342.4 (Code member price index) is amended by adding thereto Supplement B, and § 342.21 (General prices) is amended by adding thereto Supplement C, which supplements are hereinafter set forth and hereby made a part hereof.

It is further ordered, That pleadings in opposition to the original petition in the above-entitled matter, and applications to stay, terminate, or modify the temporary relief herein granted may be

filed with the Division within forty-five (45) days from the date of this Order, pursuant to 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.

It is further ordered, That the relief herein granted shall become final sixty (60) days from the date of this Order, unless the Director shall otherwise order: Provided, however, That the temporary prices herein established for the coals of Willis L. Todd in Size Groups 2a, 7, and 12 shall be subject to such further order as the Director may hereafter enter herein, either prior or subsequent to the final disposition of Docket No. A-206.

Dated: July 25, 1941.

[SEAL]

DAN H. WHEELER,  
Acting Director.

§ 342.4 General prices—Supplement R—Continued

Lower destination	1 Chunks		2 Standard lump		3 Egg		4 Small egg	
	Mine price	Delivered price	Mine price	Delivered price	Mine price	Delivered price	Mine price	Delivered price
Superior.....	14	523	346	518	336	508	331	502
Svea City.....	14	321	172	507	323	497	176	492
Thompson.....	14	330	162	495	324	487	319	481
Thonka.....	47	335	165	495	321	485	316	481
Treaser.....	14	355	176	496	340	416	235	411
Vermont.....	47	348	153	496	333	485	328	481
Washington.....	47	350	162	507	345	497	330	492
West Bend.....	14	356	156	507	341	497	335	491
Wedge.....	47	357	144	485	342	485	335	479
Wedge.....	47	339	162	496	324	485	319	481

Prices in this Schedule shall not be subject to the note contained in § 332.4 in Supplement No. 1 to the Schedule of Effective Minimum Prices for District 12 for All Shipments Except Truck.

[F. R. Doc. 41-5680; Filed, August 4, 1941; 10:52 a. m.]

[Docket No. A-702]

**PART 342—MINIMUM PRICE SCHEDULE, DISTRICT NO. 22**

**ORDER GRANTING TEMPORARY RELIEF AND CONDITIONALLY PROVIDING FOR FINAL RELIEF IN THE MATTER OF THE PETITION OF STANLEY KOPPER, A PRODUCER IN SUBDISTRICT NO. 9 OF DISTRICT NO. 22, AS REQUESTED IN THE ORIGINAL PETITION, SHOULD NOT BE ESTABLISHED AT THIS TIME, DUE TO THE TERMINATION OF HIS CODE MEMBERSHIP, WHICH MEMBERSHIP, ON THE DATE HEREOF, HAS NOT BEEN REINSTITUTED; AND**

It appearing that price classifications and minimum prices for coals produced by Stanley Kopper, a producer in Subdistrict No. 9 of District No. 22, as requested in the original petition, should not be established at this time, due to the termination of his code membership, which membership, on the date hereof, has not been reinstated; and

It appearing that the price classifications and minimum prices proposed in the petition herein for coals in Size Groups 2a, 7, and 12 produced by Willis L. Todd, a producer in Subdistrict 4 of District No. 22, were based upon temporary price classifications and minimum prices established by Order of the Director dated December 13, 1940, in Docket No. A-206 (5 F.R. 5155) for certain other producers in the Subdistrict, and that the price classifications and minimum prices to be established for Willis L. Todd in such sizes should correspond to the classifications and minimum prices for

ner hereinafter set forth; and

No petitions of intervention having been filed with the Division in the above-entitled matter; and

It appearing that price classifications and minimum prices for coals produced by Stanley Kopper, a producer in Subdistrict No. 9 of District No. 22, as requested in the original petition, should not be established at this time, due to the termination of his code membership, which membership, on the date hereof, has not been reinstated; and

It appearing that the price classifications and minimum prices proposed in the petition herein for coals in Size Groups 2a, 7, and 12 produced by Willis L. Todd, a producer in Subdistrict 4 of District No. 22, were based upon temporary price classifications and minimum prices established by Order of the Director dated December 13, 1940, in Docket No. A-206 (5 F.R. 5155) for certain other producers in the Subdistrict, and that the price classifications and minimum prices to be established for Willis L. Todd in such sizes should correspond to the classifications and minimum prices for

**TEMPORARY AND CONDITIONALLY FINAL EFFECTIVE MINIMUM PRICES FOR DISTRICT NO. 22**

NOTE: The material contained in these supplements is to be read in the light of the classifications, prices, instructions, exceptions and other provisions contained in Part 342, Minimum Price Schedule for District No. 22 and supplements thereto.

**FOR TRUCK SHIPMENTS**

**§ 342.3 Identification of subdistricts—Supplement A**

Identification of Sub-District No. 6, Trail Creek, shall be corrected to read: All mines in Park, Gallatin, Beaverhead and Madison Counties.

**§ 342.4 Code member price index—Supplement B**

The following shall be listed in proper alphabetical order:

Producer	Mine	Mine Index No.	County	Prices page	
				Sub-price group	Truck
Bartol, Anton.....	Bartol.....	292	Judith Basin.....	5	12
Dunn & Harnie (Joe Dunn).....	Romine.....	271	Pig Horn.....	9	11
Erbetta Coal Company.....	Erpetta.....	277	Cascade.....	10	11
Frederick.....	Frederick.....	288	Carlton.....	7	11
Lamm, John G.....	Helen.....	291	Hill.....	1	11
Larson, Ole E.....	Wilson.....	294	Cascade.....	1	13
Lathe, Forest.....	Wilson.....	294	Carbon.....	2	11
Morse, Harold.....	Blue Blazo.....	289	Carbon.....	2	12
Rosch Coal Company (Frank Rosch).....	Basin Creek.....	290	Madison.....	6	11
Todd, Willis L.....	Todd.....	295	Fergus.....	2	12
Zavershnik, Tony.....	Zavershnik, Jr.....	290	Carbon.....	4	11

§ 342.21 General prices—Supplement C

Insert the following code member names (in alphabetical order), mine name and counties, under Sub-Districts Nos. 2, 3, 4, 5, 6, 7 and 8, and the following prices and note:

Sub-District No. 2

Lammi, John G, Helen, Carbon.  
Morse, Harold, Blue Blaze, Carbon.  
Zavershnik, Tony, Zavershnik, Jr., Carbon.

SIZE GROUPS

1	2	3	4	5	6	7	8	9	10	11	12
400	375	400	.....	350	.....	250	225	150	110	95	75

Sub-District No. 3

Dunn & Harline (Joe Dunn), Roming, Big Horn.

SIZE GROUPS

1	2	3	4	5	6	7	8	9	10	11	12
250	250	.....	.....	250	.....	200	.....	150	.....	.....	.....

Sub-District No. 4

Todd, Willis L., Todd, Fergus.

SIZE GROUPS

2	2a	3	4	5	6	7	8	9	10	11	12
400	325	.....	.....	.....	.....	275	.....	150	110	.....	75

Sub-District No. 5

Bartol, Anton, Bartol, Judith Basin.

SIZE GROUPS

1	2	3	4	5	6	7	8	9	10	11	12
.....	350	.....	.....	.....	.....	.....	.....	150	.....	.....	.....

Sub-District No. 6

Rosich Coal Company, Basin Creek, Madison.

SIZE GROUPS

1	2	3	4	5	6	7	8	9	10	11	12
600	600	.....	.....	550	.....	.....	.....	.....	250	.....	.....

Sub-District No. 7

Erbetta Coal Company, Erbetta, Cascade.  
Lathe, Forest, Wilson, Cascade.

SIZE GROUPS

1	2	3	4	5	6	7	8	9	10	11	12
400	375	375	350	350	325	300	225	150	.....	100	80

Sub-District No. 8

Larson, Ole E., Larson, Hill.

SIZE GROUPS

1	2	3	4	5	6	7	8	9	10	11	12
.....	350	.....	.....	.....	.....	.....	.....	150	100	.....	.....

[F. R. Doc. 41-5691; Filed, August 4, 1941; 10:52 a. m.]

[Docket No. A-924]

PART 342—MINIMUM PRICE SCHEDULE, DISTRICT NO. 22

ORDER GRANTING TEMPORARY RELIEF AND CONDITIONALLY PROVIDING FOR FINAL RELIEF IN THE MATTER OF THE PETITION OF DISTRICT BOARD NO. 22 FOR THE ESTABLISHMENT OF PRICE CLASSIFICATIONS AND MINIMUM PRICES FOR THE COALS PRODUCED AT MINE INDEX NO. 295 IN DISTRICT NO. 22, FOR TRUCK SHIPMENTS

An original petition, pursuant to section 4 II (d) of the Bituminous Coal Act of 1937, having been duly filed with this Division by the above-named party, requesting both temporary and permanent relief in the establishment of price classifications and minimum prices for the coals, for truck shipment, produced at the Western Pennsylvania Mine (Mine Index No. 295) operated by Reuben Radke, a code member in District No. 22; and

It appearing that a reasonable showing of necessity has been made for the granting of temporary relief in the manner hereinafter set forth; and No petitions of intervention having been filed with the Division in the above-entitled matter; and

It appearing that this action is necessary in order to effectuate the purposes of the Act;

Now, therefore, it is ordered, That, pending final disposition of the above-entitled matter, temporary relief is

granted as follows: Commencing forthwith, § 342.4 (Code member price index) is amended by adding thereto Supplement T-I and § 342.21 (General prices) is amended by adding thereto Supplement T-II, which supplements are hereinafter set forth and hereby made a part hereof.

It is further ordered, That pleadings in opposition to the original petition in the above-entitled matter, and applications to stay, terminate or modify the temporary relief herein granted, may be filed with the Division within forty-five (45) days from the date of this Order, pursuant to 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.

It is further ordered, That the relief herein granted shall become final sixty (60) days from the date of this Order, unless the Director shall otherwise order.

No relief is granted herein concerning the mines which are included in the original petition in this proceeding other than the Western Pennsylvania Mine (Mine Index No. 295) operated by Reuben Radke, since those mines are affected by unique considerations set forth in an Order designating that portion of Docket No. A-924 relating to them as Docket No. A-924 Part II.

Dated: July 22, 1941.

[SEAL] DAN H. WHEELER, Acting Director.

TEMPORARY AND CONDITIONALLY FINAL EFFECTIVE MINIMUM PRICES FOR DISTRICT NO. 22

NOTE: The material contained in these supplements is to be read in the light of the classifications, prices, instructions, exceptions and other provisions contained in Part 342, Minimum Price Schedule for District No. 22 and supplements thereto.

FOR TRUCK SHIPMENTS

§ 342.4 Code member price index—Supplement T-I

The following price classifications and minimum prices shall be inserted in Price Schedule No. 1 for District No. 22.

Insert the following in proper alphabetical order:

Producer	Mine	Mine index No.	County	Sub-district price group	Prices section	
					Rail	Truck
Radke, Reuben.....	Western Pennsylvania.....	295	Gallatin.....	6	.....	§ 342.21

§ 342.21 General prices—Supplement T-II

Insert the following code member name, mine name, county and prices in proper alphabetical order under Sub-District No. 6.

Code member and mine name	County	Size groups	
		2	11
Radke, Reuben: Western Pennsylvania.....	Gallatin.....	450	300

[F. R. Doc. 41-5692; Filed, August 4, 1941; 10:52 a. m.]

TITLE 32—NATIONAL DEFENSE

CHAPTER IX—OFFICE OF PRODUCTION MANAGEMENT

SUBCHAPTER B—PRIORITIES DIVISION

PART 947—PIG IRON

General Preference Order M-17 to Conserve the Supply and Direct the Distribution of Pig Iron

Whereas the national defense requirements have created a shortage of pig iron, as hereinafter defined, for defense, for private account, and for export and it is necessary, in the public interest and to promote the defense of the United States, to conserve the supply and direct the distribution thereof;

Now, therefore, it is hereby ordered, That:

§ 947.1 *General preference order*—  
(a) *Definitions*. For the purposes of this Order:

(1) "Pig Iron" means and includes iron produced by smelting iron ore in a blast furnace and having a content of silicon of less than five (5) percent, in the grades and chemical compositions specified in section 1 of the Steel Products Manual, American Iron and Steel Institute, published May, 1941.

(2) "Person" means and includes any individual, partnership, association, corporation, or other form of business enterprise.

(3) "Producer" means and includes any person producing pig iron as hereinbefore defined.

(4) "Defense Order" means:

(i) Any contract or order for products to be delivered to, or for the account of:

(a) The Army or Navy of the United States, the United States Maritime Commission, the Panama Canal, the Coast and Geodetic Survey, the Coast Guard, the Civil Aeronautics Authority, the National Advisory Commission for Aeronautics, the Office of Scientific Research and Development;

(b) The Government of Great Britain and the government of any other country whose defense the President deems vital to the defense of the United States under the Act of March 11, 1941, entitled "An Act to Promote the Defense of the United States".

(ii) Any other contract or order to which the Director of Priorities assigns a preference rating of A-10 or higher. (Such ratings will be assigned only to contracts or orders which the Director of Priorities shall deem necessary or appropriate to promote the defense of the United States.)

(iii) Any contract or order placed or offered by any person for the delivery of any material or equipment needed by him to fulfill his contracts or orders on hand, which material or equipment is required for the fulfillment of any contracts or orders included under (i) and (ii), above.

(b) *Directions as to deliveries*. Deliveries of pig iron by any producer shall be made only in accordance with the following directions:

(1) *A-10 Assigned to certain defense orders*. Deliveries under all Defense Orders to which a preference rating of A-10 or higher has not been specifically assigned are hereby assigned a preference rating of A-10.

(2) *Sequence of preference ratings*. Preference ratings, in order of precedence, are: AA, A-1-a, A-1-b, etc., \* \* \* A-1-j; A-2, A-3, etc., \* \* \* A-10, etc., AA being the highest rating presently assigned.

(3) *Doubtful cases*. Whenever there is doubt as to the preference rating ap-

plicable to any delivery, or as to whether a particular order is a Defense Order, the matter is to be referred to the Division of Priorities for determination, with a statement of all pertinent facts.

(4) *Sequence of deliveries*. (i) Every delivery under a Defense Order shall be made in preference to deliveries under other orders whenever, and to the extent, necessary to fulfill the delivery schedule provided in the Preference Rating Certificate covering such delivery, or in the contract or purchase order if no Certificate has been issued. Deliveries bearing no preference rating or lower preference ratings shall be deferred to the extent necessary to assure those deliveries bearing higher preference ratings, even though such deferment may cause defaults under existing contracts or purchase orders. Each person who has Defense Orders on hand must so schedule his production and deliveries that deliveries under Defense Orders will be made on the dates required, giving precedence in case of unavoidable delay to deliveries bearing the higher preference ratings.

(ii) The sequence of deliveries bearing the same preference rating shall be governed by the delivery dates specified in the respective Preference Rating Certificates assigned thereto, or if the ratings were assigned by Order or direction of the Director of Priorities, but no Certificates were issued, then by the dates specified in the contracts or purchase orders. In any case where both preference ratings and delivery dates are the same, and it is impossible to make all deliveries on schedule, the matter is to be referred to the Division of Priorities for determination.

(5) *Delivery schedules*. No earlier delivery date shall be specified in any Defense Order than required by the production or delivery schedules of the person placing the Defense Order. No preference rating will be assigned to any contract or purchase order specifying delivery dates earlier or quantities greater than required by the production or delivery schedules of the person placing the contract or purchase order.

(6) *Acceptance of defense orders*. Defense Orders for pig iron, whether or not accompanied by a Preference Rating Certificate, must be accepted and fulfilled in preference to any other contracts or purchase orders for such material, subject to the following provisions:

(i) The pig iron ordered must be of the kind usually produced or currently being produced by the person to whom the Defense Order is offered.

(ii) The person offering the Defense Order must be willing and able to meet regularly established prices and terms of sale, but there shall be no discrimination against Defense Orders in establishing such prices or terms of sale.

(iii) Defense Orders shall be accepted even if acceptance will render impossible, or result in deferment of, deliveries under non-defense orders previously accepted.

(iv) Defense Orders shall be accepted even if acceptance will render impossible, or result in deferment of, deliveries under Defense Orders previously accepted bearing lower preference ratings, unless rejection is specifically permitted by the Director of Priorities.

(v) Defense Orders need not be accepted if deliveries on schedule thereunder would be impossible by reason of the requirements of Defense Orders previously accepted bearing higher or equal preference ratings, unless such acceptance is specifically directed by the Director of Priorities.

(vi) Defense Orders specifying delivery within twenty-one days need not be accepted, if compliance with the specific delivery dates would require the termination before completion of a specific production schedule already commenced, but this provision shall not authorize rejection when such schedule can be terminated or altered without substantial loss to the producer.

(7) *Rejected orders and deferred deliveries*. When a Defense Order for pig iron has been rejected or delivery thereunder has been unreasonably or improperly deferred in violation of this Order, the person seeking to place such order or obtain such delivery may file with the Division of Priorities a verified report in the form to be prescribed by the Division of Priorities, setting forth the facts in connection with the rejection or deferment. When the facts set forth justify such action, the Director of Priorities will thereupon direct the person against whom complaint is made to submit a sworn statement, setting forth the circumstances concerning the alleged rejection or deferment. Thereafter, such action will be taken by the Director of Priorities as he deems appropriate.

(8) *Use of material obtained under allocation or preference rating*. Any person who obtains a delivery of pig iron under an order or specific direction of the Director of Priorities, or a delivery of pig iron bearing a preference rating, must use such material, or an equivalent amount thereof, for the purpose specified in connection with the issuance of the Order, direction, or rating.

(9) *Effect of order: Damages*. The prohibitions or restrictions contained in this Order shall, in the absence of a contrary direction, apply to all deliveries made after the effective date of this Order, including deliveries under contracts or purchase orders accepted either prior or subsequent to the effective date of this Order. No person shall be held liable for damages or penalties for any default under any contract or purchase order which results directly or indirectly from his compliance with this Order.

(10) *Inventory restriction*. No person shall accept deliveries of pig iron as long as the inventory of such material in the hands or under the control of the person placing a purchase order therefor is sufficient to enable such person, on the

basis of a reasonable method and rate of operation, to meet required deliveries of his products.

(1) *Deliveries of pig iron by other than producers.* No person other than a producer shall make delivery of pig iron from his inventory thereof to any customer, and no person shall accept delivery thereof except from a producer, without having first obtained the express authority of the Division of Priorities.

(c) *Customers' orders.* After August 1, 1941, no producer shall accept a purchase order for pig iron or deliver any pig iron unless and until an application form covering the same in the manner and form prescribed from time to time by the Division of Priorities shall have been filed with the producer.

(d) *Withheld deliveries.* (1) During the month of September and each calendar month thereafter, each producer shall withhold from his monthly production of pig iron such portion thereof as may be determined and specified from time to time by the Director of Priorities. From the amounts so withheld, deliveries shall be made only upon express direction of the Director of Priorities.

(2) On or before the twenty-third (23d) day of each calendar month, the Director of Priorities will direct each producer to make deliveries in the subsequent month of pig iron withheld pursuant to paragraph (d) (1) hereof or an equivalent of such pig iron. If any producer does not receive such direction as to any part of such pig iron on or before said date, he may dispose of the same in accordance with the other directions of this Order.

(3) Deliveries of the amounts so withheld will be directed first in order to insure satisfaction of all defense requirements of the United States, both direct and indirect. Any directions issued as to distribution of the residual supply of pig iron after the satisfaction of all such requirements, will be made in accordance with such program as the Office of Price Administration and Civilian Supply may determine.

(e) *Delivery schedules.* On or before the fifteenth (15th) day of each calendar month, commencing August 15, 1941, each producer shall file with the Division of Priorities a schedule of his proposed shipments of pig iron during the next succeeding calendar month, excluding from such schedule of shipments the pig iron withheld under the provisions of paragraph (d), above. On and after September 1, 1941, except as may be otherwise specifically authorized by the Director of Priorities, no shipment of pig iron shall be made by a producer to any person unless and until such shipment shall have been scheduled and reported as required by the provisions of this paragraph, and such schedule shall have been approved by the Director of Priorities. Subject to the provisions of para-

graph (b), above, pig iron which has been so scheduled by a producer for use in the manufacture of steel may be used for that purpose unless specifically disapproved by the Director of Priorities.

(f) *Intra-company deliveries.* The prohibitions or restrictions contained in this Order shall, in the absence of a contrary direction, apply not only to deliveries to other persons, including affiliates and subsidiaries, but also to deliveries from one branch, division, or section of a single business enterprise to another branch, division, or section of the same or any other business enterprise owned or controlled by the same person.

(g) *Records.* All persons affected by this Order shall keep and preserve for a period of not less than two years accurate and complete records of their inventories of pig iron, and of the details of all transactions in such material. Such records shall include the dates of all contracts or purchase orders accepted, the delivery dates specified in such contracts or purchase orders, and in any Preference Rating Certificates accompanying them, the dates of actual deliveries thereunder, description of the material covered by such contracts or purchase orders, description of deliveries by classes, types, quantities, weights, and values, the parties involved in each transaction, the preference ratings, if any, assigned to deliveries under such contracts or purchase orders, details of all Defense Orders either accepted or offered and rejected, and other pertinent information.

(h) *Audit and inspection.* All records required to be kept by this Order shall, upon request, be submitted to audit and inspection by duly authorized representatives of the Office of Production Management.

(i) *Reports.* All persons affected by this Order shall execute and file with the Office of Production Management such reports and questionnaires as said Office shall from time to time request. No reports or questionnaires are to be filed by any person until forms therefor are prescribed by the Office of Production Management.

(j) *False statements.* Any person who wilfully falsifies any records required to be kept by the provisions of this Order, or who otherwise wilfully furnishes false information to the Director of Priorities or to the Office of Production Management, and any person who obtains a delivery or a preference rating for a delivery by means of a material and wilful misstatement, may be prohibited by the Director of Priorities from making or obtaining further deliveries of pig iron. The Director of Priorities may also take any other action deemed appropriate, including the making of a recommendation for prosecution under section 35 of the Criminal Code (18 U.S.C. 80).

(k) *Appeal.* Any person affected by this Order who considers that compliance herewith would work an exceptional and unreasonable hardship upon him, may

appeal to the Division of Priorities by addressing a letter to the Division of Priorities, Office of Production Management, Social Security Building, Washington, D. C., setting forth the pertinent facts and the reasons such person considers that he is entitled to relief. The Director of Priorities may thereupon take such action as he deems appropriate.

(l) *Notification of customers.* Any person who is prohibited from or restricted in, making deliveries of pig iron by the provisions of this Order shall, as soon as practicable, notify each of his regular customers of the requirements of this Order but the failure to give such notice shall not excuse any customer from the obligation of complying with the terms of this Order.

(m) *Effective dates.* This Order shall take effect on the 4th day of August 1941, and, unless sooner terminated by direction of the Director of Priorities, shall expire on the 30th day of November 1941. (O.P.M. Reg. 3, Mar. 7, 1941, 6 F.R. 1596; E.O. 8629, Jan. 7, 1941, 6 F.R. 191; sec. 2 (a), Public No. 671, 76th Congress, sec. 9, Public No. 783, 76th Congress)

Issued this 4th day of August 1941.

E. R. STETTINIUS, Jr.

Director of Priorities.

[F. R. Doc. 41-5718; Filed, August 5, 1941; 10:21 a. m.]

#### CHAPTER XI—OFFICE OF PRICE ADMINISTRATION AND CIVILIAN SUPPLY

##### PART 1337—CIVILIAN ALLOCATION PROGRAM FOR RAYON YARN

The unavailability of raw silk has created a threat of widespread unemployment among employees of manufacturers of hosiery, as well as among employees of other manufacturers whose products have heretofore been made largely or wholly from silk. Many of these manufacturers are in a position to use rayon yarn as a substitute for silk. The total output of the rayon yarn industry, however, is at present insufficient to meet the total of defense needs and existing civilian demand, plus this new civilian demand caused by the proposed substitution of rayon yarn for silk. Therefore, in fairness to the rayon yarn industry, to the present customers of that industry, to the hosiery industry, to the other industries heretofore using silk, and to the employees of all the industries concerned, it is necessary that an allocation program for rayon yarn be formulated. The basic purpose of the present program is to prevent unemployment and other economic dislocations by assuring an immediate supply of rayon to manufacturers now using silk. If necessary, this program will be adjusted month by month, as the need appears, as rayon yarn production increases, as knowledge is gained of the consumer reception accorded products using rayon yarn as a silk substitute, and as the present cus-

tomers of the rayon yarn producers adjust themselves to the conditions resulting from decreased supplies. For the present, however, it is essential that immediate needs be provided for.

Accordingly, pursuant to the powers vested in me by Executive Order No. 8734,<sup>1</sup> particularly section 2 (a) thereof, the following program is announced:

§ 1337.1 *Allocation of materials.* During the months of August and September 1941, beginning with the effective date of this program, every producer of rayon yarn shall set aside, reserve, and hold for disposition as specified by this program an amount of rayon yarn of the types set forth below equal to 10% of his total daily output of rayon yarn. In addition, every producer shall similarly set aside, reserve, and hold an amount of rayon yarn of the types set forth below equal to 10% of all stocks of rayon yarn on hand on the effective date of this program. Of the rayon yarn thus required to be set aside, reserved, and held, 70% shall be made available immediately to manufacturers of hosiery. The remaining 30% shall be made available immediately to other manufacturers whose products have heretofore been made largely or wholly from silk; to present customers of the rayon industry whose employees, owners, or customers may be caused undue or unreasonable hardship by shortage of yarn; and to such other persons, including dealers in rayon yarn and manufacturers of hosiery, as may be caused undue or unreasonable hardship by shortage of yarn. Determination of the existence of undue or unreasonable hardship in such cases shall be made by the Director of Priorities of the Office of Production Management, in concurrence with the Director of Civilian Allocation of the Office of Price Administration and Civilian Supply.\*

\*§§ 1337.1 to 1337.9, inclusive, issued pursuant to the authority contained in Executive Order No. 8734.

§ 1337.2 *Disposal of yarn allocated but not purchased.* If on the last day of August or on the last day of September any of the amounts of rayon yarn required to be set aside during the particular month have not been purchased by persons permitted to make purchases under § 1337.1, the producer of such rayon yarn shall be free to dispose of it as he sees fit, except that he shall not sell such yarn for resale as yarn.\*

§ 1337.3 *Allocation by types.* Every rayon producer who is required by § 1337.1 to set aside, reserve, and hold rayon yarn shall set aside for such purposes types of rayon yarn from which it is practical to manufacture hosiery and other products heretofore made largely or wholly from silk. So far as the individual producer's plant and method of doing business make such a course possible, the amount of yarn so set aside, by types, shall be in approximate proportion

to the general demand therefor by manufacturers of hosiery and by other manufacturers whose products have heretofore been made largely or wholly from silk.\*

§ 1337.4 *Definitions.* For the purposes of this program:

(a) "Rayon yarn" means continuous filament rayon yarn made by the cuprammonium, viscose or acetate process.

(b) "Person" means and includes any individual, partnership, association, corporation, or other form of enterprise.\*

§ 1337.5 *Advisory panel.* To advise the Director of Civilian Allocation on future adjustments of this program, there shall be appointed by the Office of Price Administration and Civilian Supply an advisory panel, to include representatives of the following groups: the rayon yarn producing industry, the present customers of that industry, the hosiery industry, the employees of all the industries concerned, the distributors (including retailers) of all the products involved, and the consuming public.\*

§ 1337.6 *Avoidance of excessive inventories.* No user of rayon yarn shall accumulate or maintain more than 30 days' supply of such yarn.\*

§ 1337.7 *Reports.* Every producer of rayon yarn shall each month report to the Office of Production Management the manner of its compliance with this program, and such report shall include a certified statement of the production of rayon yarn by such producer, together with a statement of such producer's sales of rayon yarn to manufacturers of hosiery and to other manufacturers whose products have heretofore been made largely or wholly from silk.\*

§ 1337.8 *Enforcement.* This program shall be administered and enforced by the Office of Production Management.\*

§ 1337.9 *Effective date.* The effective date of this program shall be August 4, 1941.\*

Issued this 2d day of August 1941.

LEON HENDERSON,  
Administrator.

[F. R. Doc. 41-5704; Filed, August 5, 1941;  
9:57 a. m.]

TITLE 37—PATENTS AND  
COPYRIGHTS

CHAPTER I—PATENT OFFICE

[Order No. 134]

PART 1—RULES OF PRACTICE

Section 1.31 is amended by inserting in the last paragraph after the word "statute" the following:

or by or under these rules

Section 1.63 is amended by cancelling the first sentence in paragraph (e).

Section 1.134 is cancelled and rescinded.

Section 1.139 is amended by cancelling the last paragraph.

Section 1.140 is amended by cancelling the words "were decided by the examiners in chief or which".

Section 1.142 is amended by striking out the word "will" in the first sentence and inserting in place thereof the word "may".

Section 1.149 is amended by striking out the first paragraph and inserting in place thereof:

§ 1.149 *Notice to Commissioner of appeal to court.* When an appeal is taken to the United States Court of Customs and Patent Appeals, the appellant shall give notice thereof to the Commissioner, and file in the Patent Office, within forty days, exclusive of Sundays and legal holidays in the District of Columbia but including Saturday half holidays, from the date of the decision appealed from, his reasons of appeal specifically set forth in writing: *Provided, however,* That if a petition for rehearing or reconsideration is filed within 20 calendar days after said decision, the notice of appeal may be given and the reasons of appeal filed within 15 calendar days after action on the petition. No petition for rehearing or reconsideration filed more than 20 calendar days after such decision, nor any proceedings on such petition, shall operate to extend the period of 40 days hereinabove provided for appeal. \* \* \*

Section 1.151 is amended by striking out the word "thirty" in the last sentence and inserting in place thereof the word "twenty," and by adding at the end thereof the following: (See § 1.149).

(Section 483 R.S.; U.S.C. title 35, sec. 6)

[SEAL] CONWAY P. COE,  
Commissioner.

Approved to take effect September 1, 1941.

WAYNE C. TAYLOR,  
Acting Secretary of Commerce.  
[F. R. Doc. 41-5733; Filed, August 5, 1941;  
11:50 a. m.]

Notices

WAR DEPARTMENT.

[Contract No. W 535 ac-18723]

SUMMARY OF COST-PLUS-A-FIXED-FEE  
SUPPLY CONTRACT

CONTRACTOR: CONSOLIDATED AIRCRAFT CORPORATION, SAN DIEGO, CALIFORNIA. (FORD MOTOR COMPANY, MAJOR SUBCONTRACTOR)

Contract<sup>1</sup> for: \* \* \* Model \* \* \* Airplanes, Engineering Services and Data.

Estimated cost: \$158,250,000.00.

Fixed fee: \$5,390,000.00.

The supplies and services to be obtained by this instrument are authorized by, for the purpose set forth in, and are chargeable to the following Procurement

<sup>1</sup> Approved by the Under Secretary of War May 21, 1941.

<sup>1</sup> 6 F.R. 1917

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

AC 34 P 12-30 A 0705-12  
AC 298 P 12-30 A 0705.260-12

This contract, entered into this 20th day of May 1941.

ARTICLE I. *Statement of work.* The Contractor shall, within the time specified in Article 4 hereof, manufacture, furnish and deliver to the Government the following articles: \* \* \* Airplanes.

The component parts for the above airplanes are to be manufactured by the Contractor's major subcontractor.

The Contractor being familiar with the design, development and manufacture of the \* \* \* type airplane, which is also to be furnished by Douglas Aircraft Company, Inc. (hereinafter called "Douglas") under a contract between the latter and the Government, under which contract Douglas is to have the same major subcontractor herein mentioned, the Contractor agrees to furnish to Douglas and such major subcontractor engineering information and services to the extent that same are reasonably required for the purposes of the respective contracts and major subcontracts above mentioned. Such engineering information and services shall include the furnishing of all such necessary drawings, engineering information, and services as may be reasonably required and shall include the data listed herein.

Data to be supplied to the Government shall be delivered to the Government at Headquarters, Matériel Division, Air Corps, U. S. Army, Wright Field, Dayton, Ohio.

#### ART. 2. *Estimated Costs*

	<i>Estimated cost</i>
* * * * Air Corps Model * * * * Airplanes and En- * * * * gineering Services and data.	\$153,000,000.00
The fixed fee of the major subcontractor, which except for its segregation for the purpose of determining the fixed fee of the Contractor would have been included in the foregoing estimate, shall constitute an allow- able item of cost under this contract for all purposes ex- cept the computation of the fixed fee to be earned by the Contractor-----	5,250,000.00
Total estimated cost-----	158,250,000.00

ART. 3. *Consideration.* The Government will pay the Contractor upon satisfactory delivery of all items and the performance of all services and work specified in the contract subject to reimbursement for costs as outlined in Article 6 hereof, the cost of complete performance of this contract plus a fixed fee of five million three hundred ninety thousand dollars (\$5,390,000.00).

Any costs incurred by the Contractor under the terms of this contract which would constitute an allowable item of cost under the provisions of paragraph (b) of this Article shall be included in

determining the amount payable under this contract.

ART. 5. *Changes.* The Contracting Officer may, at any time, by a written order, make changes in or additions to the drawings and specifications, issue additional instructions, require additional work, or direct the omission of work covered by the contract.

ART. 6. *Payments—Advance payments.* At any time and from time to time after the approval of this contract, the Government, at the request of the Contractor and subject to the approval of the Chief of the Air Corps as to the present need therefor, shall advance to the Contractor, without payment of interest thereon by the Contractor, sums not to exceed forty-seven million four hundred seventy-five thousand dollars and no cents (\$47,475,000.00).

As a condition precedent to the making of any advance payment or payments as hereinbefore provided, the Contractor shall furnish the Government with such adequate security as the Secretary of War may prescribe.

ART. 9. *Termination of contract by Government.* Should the Contractor at any time refuse, neglect, or fail to prosecute the work with promptness and diligence, or default in the performance of any of the agreements herein contained, or should conditions arise which make it advisable or necessary in the interest of the Government to cease work under this contract, the Government may terminate this contract by a notice in writing from the Contracting Officer to the Contractor.

ART. 17. *Option to change to a fixed price.* After the Contractor has manufactured and delivered a total of \* \* \* airplanes under the terms of this contract, or at such other time as may be mutually agreed upon by the parties hereto, the parties hereto shall, at the written request of either party given to the other, enter into negotiations to determine whether or not it is possible to reach an agreement, on the basis of the experience then available or on the basis of other pertinent knowledge or information, as to a definite fixed price to be paid by the Government to the Contractor for each of the airplanes and spare parts called for under the terms of this contract, in lieu of the cost plus a fixed fee hereinbefore provided for, and in the event that such an agreement be reached and reduced to writing, it shall provide that the fixed price per unit for each model of the airplanes and spare parts herein called for shall apply, not only to units thereafter to be delivered under the terms of this contract, or in the option for spare parts herein reserved for the Government, but shall likewise apply to units theretofore delivered, for which proper adjustment shall be made.

ART. 18. *Option for spare parts.* The Government is granted the right and option at any time within \* \* \*

days after the approval of this contract to increase the work to be done, as set out in Article 1 hereof, by providing for the manufacture and delivery to the Government of certain spare parts for the airplanes called for herein in a quantity up to \* \* \* percent of the total estimated cost of the airplanes to be furnished as aforesaid.

ART. 25. *Fire insurance.* The Contractor agrees, unless and until otherwise directed in writing by the Contracting Officer, to insure against fire all property in its possession upon which an advance payment or a payment in reimbursement for costs is about to be made, such insurance to be in a sum at least equal to the amount of such payment plus all other advance payments or payments in reimbursement of costs, if any, theretofore made thereon, and further agrees to keep such property so insured until the same is delivered to the Government.

ART. 26. *Title to property.* The title to all work under this contract, completed or in the course of manufacture or assembly at the Contractor's plant, shall be in the Government. Upon deliveries at the Contractor's plant, or at an approved storage site, title to all purchased materials, parts, assemblies, sub-assemblies, tools, machinery, equipment and supplies for which the Contractor shall be entitled to be reimbursed hereunder shall vest in the Government.

ART. 29. *Subcontracts.* The Contractor agrees to contract with a major subcontractor, approved in writing by the Contracting Officer, for the manufacture, fabrication and/or supply to the Contractor of all of the component parts (exclusive of Government furnished equipment) necessary for the assembly of the airplanes described in Article 1 hereof, a detailed list of such parts to be included in an Exhibit A, attached hereto and made a part hereof. The Contractor further agrees that the fixed fee to be paid such major subcontractor under such contract shall not exceed five million two hundred fifty thousand dollars (\$5,250,000.00).

This contract authorized under the provisions of section 1 (a), Act of July 2, 1940, and section 2 (a), Act of June 28, 1940.

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

[F. R. Doc. 41-5710; Filed, August 5, 1941;  
10:08 a. m.]

[Contract No. W. 953 ord-1060, Change Order  
Nos. 2 and 3]

CONTRACTOR: ECLIPSE MACHINE DIVISION,  
BENDIX AVIATION CORPORATION, ELMIRA  
HEIGHTS, N. Y.

#### SUMMARY OF CHANGE ORDER NO. 2

Summary of Change Order No. 2 dated November 25, 1940 to Contract No. W 953 ORD-1060 between the United States of America and Eclipse Machine Division,

Bendix Aviation Corporation. (W 953 ORD 1060 and Change Order No. 1 published in FEDERAL REGISTER January 7, 1941.)<sup>1</sup>

In accordance with the option contained in Article 1 of Contract No. W 953 ORD 1060, the number of Guns, Automatic \* \* \* to be furnished in accordance with the terms and conditions of contract No. W 953 ORD 1060, is hereby increased by \* \* \* guns. The prices for these \* \* \* additional guns shall be in accordance with the prices quoted in Article 1 of Contract No. W 953 ORD 1060; total, \$1,405,769.00.

Pending the completion of facilities to be provided by the contractor under Article 18 of the original contract as changed by change No. 1 thereto, dated October 9, 1940, invoices for payment of certain charges may be submitted under the terms of Article 20 of the contract.

*Procurement Authority*

O. S. & S. A., (1940-1941 Contract Authorization) W 953 ORD 7764 P 11-3030 A (1005).105-01.

(G. A. O.) 2115910.005 Working Fund, War, Ord. 1941 W 953 ORD 7764 P 94-1370 A 5910.005-1.

**SUMMARY OF CHANGE ORDER NO. 3**

Summary of Change Order No. 3<sup>2</sup> dated May 26, 1941 to Contract No. W 953 ord-1060 between the United States of America and Eclipse Machine Division, Bendix Aviation Corporation.

The number of Guns to be provided under Article 1 of Contract No. W 953 ORD 1060, as changed by Change #2 to the said contract dated November 30, 1940, is hereby increased by \* \* \* Guns.

The \* \* \* Guns provided for by this Change No. 3 shall be furnished at the total price \$10,434,896.00

The contractor will obtain and install, at the expense of the Government, additional machines, tools, fixtures, and work gages in facilities provided by the contractor. The cost, which shall not exceed \$1,000,000.00 of the equipment mentioned herein, and of necessary additional testing facilities and equipment will be borne by the Government. The Government retains the right of removal at its expense of any and all such equipment upon completion of the contract, and such removal shall be made forthwith.

All payments made for Guns under this Change #3 shall be chargeable to the following procurement authorities, the available balances of which are sufficient to cover the cost thereof.

ORD 50061 P024-30 A0020-13.

2115910.047 Working Fund, War Ordinance, 1941.

ORD 9725 P94-13 A5910.047-1.

All provisions of Contract W 953 ORD 1060, as changed by Change #1 and 2

<sup>1</sup> 6 F.R. 159.

<sup>2</sup> Approved by the Under Secretary of War June 25, 1941.

thereto, shall remain in full force and effect, except as specifically changed by this Change #3 to the Contract.

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

[F. R. Doc. 41-5709; Filed, August 5, 1941;  
10:07 a. m.]

[Contract No. W-ORD-519, W-ORD-6]

**SUMMARY OF COST-PLUS-A-FIXED-FEE NEW  
ORDNANCE FACILITY CONSTRUCTION AND  
OPERATION CONTRACT**

CONTRACTOR: FORD, BACON & DAVIS, INCORPORATED, NEW YORK, NEW YORK

Contract<sup>1</sup> for: Architect-engineer services, construction of a new ordnance facility and installation of equipment therein, procuring production equipment, and options for training key personnel for and operating a new ordnance facility for the loading of fuzes, boosters, primers and detonators.

Place: At or near Jacksonville, Arkansas.

Estimated cost of designing, engineering and constructing under Title I: \$14,812,188.00.

Fixed-fee for designing, engineering and constructing under Title I: \$445,580.00.

Estimated cost of procuring equipment under Title II: \$6,000,000.00.

Fixed-fee for procuring equipment under Title II: \$40,000.00.

Estimated cost of Training Key Personnel under Title III (optional): \$150,000.00.

Fixed-fee for Training Key Personnel under Title III: \$1.00.

Estimated cost of operation under Title IV (optional): \$33,525,000.00.

Fixed-fee for operation under Title IV: \$540,000.00.

The new ordnance facility, services and supplies to be obtained by this instrument are authorized by, are for the purposes set forth in, and are chargeable to the following procurement authorities, the available balances of which are sufficient to cover the cost of the same:

ORD 27,028 P99 A0141-02

ORD 27,029 P99 A0141-02

ORD 50,183 P510-31 A0025-13

ORD 50,184 P531-32 A0025-13

This contract, entered into this 15th day of July 1941.

*Title I—Design, Engineering and  
Construction*

ARTICLE I-A. *Description of new ordnance facility.* 1. The new ordnance facility, hereinafter referred to as the "Plant", and designated as Arkansas Ordnance Plant, shall comprise a plant at or near Jacksonville, Arkansas, upon a site to be furnished, and made available

<sup>1</sup> Approved by the Under Secretary of War July 19, 1941.

by the Government, for the loading of fuzes, boosters, primers and detonators (hereinafter sometimes referred to as "Ammunition").

ART. I-B. *Statement of work.* 1. The Contractor shall, in the shortest reasonable time, furnish the labor, materials, tools, machinery, equipment, facilities, utilities, supplies not furnished by the Government, and services, and do all things necessary for the completion of the following work:

a. The construction of and the installation of equipment in the Plant described in Article I-A hereof, in accordance with the approved plans and specifications provided hereinafter.

b. The furnishing of all architectural and engineering services covering the design, preparation of drawings, plans and specifications, and field engineering and supervision necessary for the efficient execution and coordination of the construction and installation of equipment of said Plant as provided for hereunder, which services together with other provisions pertaining thereto are more particularly described and hereinafter set forth in Article I-E.

2. Supervision, direction and control of performance provided for in Article I-B.

3. The Contracting Officer may, at any time, without notice to the sureties, if any, by a written order, issue additional instructions, require additional work or services, or direct the omission of work or services covered by this Title I.

ART. I-C. *Estimates.* 1. It is estimated that the total cost of the work under this Title I will be approximately fourteen million eight hundred twelve thousand one hundred eighty-eight dollars (\$14,812,188.00), excluding the Contractor's fee and the procurement of production equipment provided for in Title II hereof.

ART. I-D. *Consideration.* 1. As consideration for its undertaking under this Title I the Contractor shall receive the following:

a. Reimbursement for expenditures as provided in Title V.

b. Rental for Contractor's equipment as provided in Title V.

c. A fixed-fee in the amount of four hundred forty-five thousand five hundred eighty dollars (\$445,580.00) which shall constitute complete compensation for the Contractor's services, including profit and all general overhead expenses.

ART. I-E. *Character and extent of architectural and engineering services.* 1. The Contractor shall, in the shortest reasonable time, perform the following services:

a. Make all necessary topographical and other surveys and maps.

c. Prepare preliminary studies, sketches, and reports for all structures, utilities and appurtenances.

g. When preliminary drawings are approved by the Contracting Officer, pre-

pare final designs, detailed working drawings and specifications in accordance with Government standards necessary for the effective coordination and efficient execution of the construction work and revise the drawings and specifications as required by the Contracting Officer.

h. Prepare an estimate of the cost of the proposed project based on the approved designs, drawings and specifications therefor.

i. Assist the Contracting Officer in obtaining, analyzing and evaluating proposals or bids for a construction contract or contracts based upon the approved drawings and specifications.

1. Supervise the work included in this Title I to insure the construction of every part of the work in accordance with the approved drawings and specifications.

q. Perform all other architectural and engineering services within the scope of this contract, required by the Contracting Officer.

2. The Government shall furnish the Contractor such available schedules of preliminary data, layout sketches, and other available information respecting sites, topography, soil conditions, outside utilities and equipment, and shall make available to the Contractor such Government designs, drawings, specifications, details, standards and safety practices as are on hand in the office of the Chief of Ordnance and The Quartermaster General and are applicable to the design, construction, and equipping of the said Plant.

3. All of the Contractor's notes and other data concerning the design, construction and equipping of the Plant shall become the property of the Government.

#### Title II—Procurement of Production Equipment

ART. II-A. *Statement of work.* 1. The Contractor shall, in the shortest reasonable time, determine the production equipment requirements for the Plant and shall, subject to the approval of the Contracting Officer, thereupon proceed to do all things necessary and incident to the procurement of the production equipment required.

ART. II-B. *Estimates.* It is estimated that the total cost under this Title II will be approximately Six Million Dollars (\$6,000,000.00), exclusive of the Contractor's fee.

ART. II-C. *Consideration.* As consideration for its undertaking under this Title II the Contractor shall receive the following:

1. Reimbursement for expenditures as provided in Title V.

2. A fixed-fee in the amount of Forty Thousand Dollars (\$40,000.00) which shall constitute complete compensation for the Contractor's services, including profit.

#### Title III—Training of Key Personnel (Optional)

ART. III-A. *Statement of work.* 1. The obligation of the Contractor to proceed with the work under this Title III shall be conditioned upon receipt by the Contractor of notice in writing from the Contracting Officer so to do. Upon receipt by the Contractor of such notice, the Contractor shall hire or select the key personnel necessary for the operation of the Plant, and when such personnel is available shall proceed to train such personnel in the duties and functions of their respective positions, at the Contractor's plants or elsewhere, in order that they will have obtained experience with the processes and operations involved in the Plant at any time when the Government shall exercise its option under section 1 of Article IV-A of Title IV.

ART. III-B. *Estimate.* It is estimated that the cost of the work under this Title III will be approximately one hundred fifty thousand dollars (\$150,000.00) exclusive of the Contractor's fee.

ART. III-C. *Consideration.* As consideration for its undertaking under this Title III the Contractor shall receive the following:

1. Reimbursement for expenditures as provided in Title V.

2. A fixed-fee of one dollar (\$1.00) which shall constitute complete compensation for the Contractor's services under this Title III, including profit.

#### Title IV—Operation of Plant (Optional)

ART. IV-A. *Statement of work.* 1. The obligation of the Contractor to proceed with the work under this Title IV shall be conditioned upon receipt by the Contractor of the notice provided for in Section 1 of Article III-A hereof and receipt by the Contractor within \* \* \* months after the date of approval of this contract of notice in writing from the Contracting Officer so to do. Immediately upon receipt by the Contractor of such notice, and concurrently with the performance of the work required of it under Titles I, II and III hereof, the Contractor shall undertake all preparations necessary for the subsequent operation of the Plant, including the necessary training of personnel for such operation in addition to the key personnel trained pursuant to Title III hereof, and all other services incident to setting up an efficient and going operating force.

2. As each operating unit of the Plant is completed and ready for operation and the necessary preparation for operation and training of personnel has proceeded to a point where operation is practicable the Contractor shall proceed to operate it as directed from time to time by the Contracting Officer, irrespective of whether or not the construction and equipping of the Plant as a whole shall have been completed.

3. Notwithstanding the fact that the construction and equipping of the Plant as a whole shall not have been completed, when all operating units thereof are completed and ready for operation, the Contractor shall so notify the Contracting Officer in writing, and from and after the date of said notice the Contractor shall operate said Plant for a period of \* \* \* months.

4. Upon written notice to the Contractor not less than \* \* \* days before the anticipated completion of the operation provided for in Section 3 next above, the Government may, at its option, authorize the continued operation of the Plant for an additional period of \* \* \* months and the Contractor shall undertake such continued operation under the terms and conditions of this contract applicable to the operation of the Plant.

ART. IV-B. *Estimates.* It is estimated that the cost of the work under this Title IV will be thirty-three million five hundred twenty-five thousand dollars (\$33,525,000.00) exclusive of the cost of continued operation covered by the option therefor provided in Section 4 of Article IV-A hereof, and exclusive of the Contractor's fee.

ART. IV-C. *Consideration.* As consideration for its undertaking under this Title IV the Contractor shall receive the following:

1. Reimbursement for expenditures as provided in Title V hereof.

2. A fixed-fee for the work provided for in Sections 1, 2 and 3 of Article IV-A hereof, in the amount of five hundred forty thousand dollars (\$540,000.00), which fee shall constitute complete compensation (except for continued operation) for Contractor's services.

#### Title V—Cost of the Work and Payment Therefor

ART. V-A. *Reimbursement for contractor's expenditures.* 1. The Contractor shall be reimbursed in the manner herein described for such of its actual expenditures in the performance of the work under this contract, as may be approved or ratified by the Contracting Officer.

2. *Rental for contractor's equipment.* Rental shall be paid the Contractor for such plant or parts thereof as he may own and furnish.

ART. V-B. *Payments—Reimbursement for cost.* 1. The Government will currently reimburse the Contractor for expenditures made in accordance with Article V-A of this Title V, upon certification and delivery to and verification by the Contracting Officer of the original signed pay rolls, for labor, the original receipted invoices for materials, equipment, etc., or other original papers satisfactory to the Contracting Officer. Reimbursement will be made as promptly as possible, generally weekly, but may be made at more frequent intervals if the

conditions so warrant. All payments made under this paragraph a of Section 1 shall be subject to the provisions of Article V-C.

**2. Rental for contractor's equipment.** Rental as provided in Section 2 of Article V-A of this Title V, for such construction plant or parts thereof as the Contractor may own and furnish shall be paid monthly upon presentation of proper vouchers.

**Payment of the fixed-fees.** 3. a. The fixed-fee provided for in Article I-D of Title I shall be paid in partial payments, less ten percent (10%) of each such partial payment, on the last working day of each calendar month from and after the approval date of this contract, as it accrues.

b. The fixed-fee provided for in Article II-C of Title II shall be paid in partial payments, less ten percent (10%) of each such partial payment, on the last working day of each calendar month from and after the approval date of this contract, as it accrues.

c. The fixed-fee of one dollar (\$1.00) provided for in Article III-C shall be paid upon the completion of the work provided therein.

d. The fixed-fee of five hundred forty thousand dollars (\$540,000.00) provided for in Section 2 of Article IV-C of Title I shall be payable as follows:

- (1) One hundred twenty thousand dollars (\$120,000.00) payable in four (4) equal monthly installments of thirty thousand dollars (\$30,000.00) each, less 10% of each such installment.
- (2) Four hundred twenty thousand dollars (\$420,000.00) payable in twelve (12) equal monthly installments of thirty-five thousand dollars (\$35,000.00) each, less 10% of each such installment.

**Final payment.** Upon completion of the work under Titles I and II and its final acceptance in writing by the Contracting Officer, and again upon the completion of the work under Title IV, the Government shall pay to the Contractor the unpaid balance of the cost of the work determined under Title V hereof, and of the fees.

**ART. V-C. Advances.** 1. At any time and from time to time, after the execution of this contract the Government, at the request of the Contractor, and subject to the approval of the Chief of Ordnance as to the necessity therefor, shall advance to the Contractor without payment of interest thereon by the Contractor, a sum or sums not in excess of thirty percent (30%) of the estimated cost of the work under this contract. Such advance or advances shall be made in each case upon the furnishing of such surety bonds in such penal sums not exceeding the total aggregate advance as the Secretary of War may prescribe.

**Title VI—Termination**

**ART. VI-A. Termination by Government.** 1. The Government may termi-

nate this contract at any time by a notice in writing from the Contracting Office to the Contractor.

**Title VII—General**

**ART. VII-C. Changes.** In connection with the work under Titles II, III, and IV, the Contracting Officer may at any time after consultation with the Contractor, by a written order and without notice to the sureties, make changes in or additions to the drawings and specifications, issue additional instructions, require additional work, or direct the omission of work covered by such Titles II, III and IV.

**ART. VII-D. Title.** The title to all work, completed or in the course of construction, preparation or manufacture shall be in the Government. Likewise, upon delivery at the site of the work, at an approved storage site or other place approved by the Contracting Officer and upon inspection and acceptance in writing by the Contracting Officer, title to all materials, tools, machinery, equipment and supplies, for which the Contractor shall be entitled to be reimbursed under Title V hereof shall vest in the Government.

This contract is authorized by the following laws:

The Act of July 2, 1940 (Public No. 703, 76th Congress) and the Act of June 30, 1941 (Public No. 139, 77th Congress).

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

[F. R. Doc. 41-5708; Filed, August 5, 1941; 10:07 a. m.]

[Contract No. W 241 ORD-325]

**SUMMARY OF CONTRACT FOR SUPPLIES**  
CONTRACTOR: UNITED SHOE MACHINERY CORPORATION, BOSTON, MASS.

Contract for: \* \* \* Guns, \* \* \*, complete with extra parts.  
Amount: \$1,902,374.65.  
Place: Boston Ordnance District Office, Room 1501, 140 Federal Street, Boston, Mass.

The \* \* \* Guns, \* \* \*, complete with extra parts, to be obtained by this instrument are authorized by, are for the purposes set forth in, and are chargeable to Procurement Authority ORD 9885 P11-30 A1005-01, the available balance of which is sufficient to cover the cost thereof.

This contract, entered into this 16th day of June 1941.

**Scope of this contract.** The contractor shall furnish and deliver \* \* \* Guns, \* \* \*, complete with extra parts for the consideration stated one million nine hundred two thousand three hundred seventy-four and <sup>65</sup>/<sub>100</sub>ths dollars (\$1,902,374.65) 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.

**Delays—Damages.** If the contractor refuses or fails to make deliveries of the materials or supplies within the time specified in Article 1, or any extension thereof, the Government may by written notice terminate the right of the contractor to proceed with deliveries or such part or parts thereof as to which there has been delay.

**Payments.** The contractor shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for articles delivered and accepted or services rendered, less deductions, if any, as herein provided.

**Payments (special provisions).** \* \* \* percent of the unit contract price as set forth in Article 1 hereof will be paid to the contractor after provisional acceptance of each gun, the balance thereof after final acceptance. Full payment will be made for extra parts on delivery and acceptance as provided for herein.

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

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

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

[F. R. Doc. 41-5707; Filed, August 5, 1941; 10:08 a. m.]

[Contract No. W 535 ac-18722]

**SUMMARY OF COST-PLUS-A-FIXED-FEE SUPPLY CONTRACT**  
CONTRACTOR: DOUGLAS AIRCRAFT COMPANY, INCORPORATED (FORD MOTOR COMPANY, MAJOR SUBCONTRACTOR)

Contract for: \* \* \* Model \* \* \* Airplanes and Data.  
Estimated cost: \$155,250,000.00.  
Fixed-fee: \$3,600,000.00.

The supplies and services to be obtained by this instrument are authorized by, for the purpose set forth in, and are chargeable to the following Procurement Authorities, the available balances of which are sufficient to cover the cost of same: AC 298 P 12-30 A 0705.260-12.

This contract, entered into this 20th day of May 1941.

**ARTICLE 1. Statement of work.** The Contractor shall, within the time specified in Article 4 hereof, manufacture,

<sup>1</sup> Approved by the Under Secretary of War May 21, 1941.

furnish and deliver to the Government the following articles:

Item 1. \* \* \* Airplanes and Data.

The component parts for the above airplanes are to be manufactured by the Contractor's major subcontractor.

ART. 2. *Estimated costs.* Item (1): Quantity, \* \* \* Air Corps Model \* \* \* Airplanes \* \* \*; estimated cost \$150,000,000.00.

The fixed fee of the major subcontractor, which except for its segregation for the purpose of determining the fixed fee of the Contractor would have been included in the foregoing estimate, shall constitute an allowable item of cost under this contract for all purposes except the computation of the fixed fee to be earned by the Contractor, \$5,250,000.00; total estimated cost, \$155,250,000.00.

ART. 3. *Consideration.* The Government will pay the Contractor upon satisfactory delivery of all items specified in the contract, subject to reimbursement for costs as outlined in Article 6 hereof, the cost of the work to be performed under this contract plus a fixed fee of three million six hundred thousand dollars (\$3,600,000.00).

Any costs incurred by the Contractor under the terms of this contract which would constitute an allowable item of cost under the provisions of paragraph (b) of this Article shall be included in determining the amount payable under this contract.

ART. 5. *Changes.* The Contracting Officer may, at any time, by a written order, make changes in or additions to the drawings and specifications, issue additional instructions, require additional work, or direct the omission of work covered by the contract.

ART. 6. *Payments.* (a) *Reimbursement for cost.* The Government will currently reimburse the Contractor, subject to the provisions of paragraph (c) of this Article 6, for such expenditures made in accordance with Article 3 and for costs allowable under Article 3 hereof as may be approved or ratified by the Contracting Officer, and upon certification to and verification by the Contracting Officer of the original signed pay rolls for labor, the original paid invoices for materials or other original papers.

(b) *Payment of the fixed fee.* Ninety per centum (90%) of the fixed fee set forth in Article 3 hereof shall be paid as it accrues, in monthly installments based upon the percentage that the cost of partial performance to date bears to the total estimated cost of fully performing the work under this contract, exclusive of that to be performed by the major subcontractor, as determined from estimates made and approved by the Contracting Officer. Upon completion of the work and its final acceptance, any unpaid balance of the fee, including the additions thereto, if any, to which the Contractor may be entitled, as provided

in said Article 3, shall be paid to the Contractor.

(c) *Advance payments.* At any time and from time to time after the approval of this contract, the Government, at the request of the Contractor and subject to the approval of the Chief of the Air Corps as to the present need therefor, shall advance to the Contractor, without payment of interest thereon by the Contractor, sums not to exceed forty-six million four hundred seventy-five thousand dollars no cents (\$47,475,000.00).

As a condition precedent to the making of any advance payment or payments as hereinbefore provided, the Contractor shall furnish the Government with such adequate security as the Secretary of War may prescribe.

It is understood and agreed that title to all material and work in process under this contract at the major subcontractor's plant shall pass to the government and the contractor agrees that a provision of the following tenor will be inserted in the major subcontract.

The major subcontractor agrees with the Contractor, for the benefit of the Government, and promises the Government that the Government shall be adequately protected with respect to moneys paid by the Contractor to the subcontractor by way of advance payments or reimbursement for costs incurred, and that title to items and materials purchased by the major subcontractor in furtherance of this subcontract shall pass to the Government upon delivery to the major subcontractor at an approved storage site.

ART. 9. *Termination of contract by Government.* Should the Contractor at any time refuse, neglect or fail to prosecute the work with promptness and diligence, or default in the performance of any of the agreements herein contained, or should conditions arise which make it advisable or necessary in the interest of the Government to cease work under this contract, the Government may terminate this contract by notice in writing from the Contracting Officer to the Contractor.

ART. 17. *Option to change to a fixed price.* After the Contractor has manufactured and delivered a total of \* \* \* airplanes under the terms of this contract, or at such other time as may be mutually agreed upon by the parties hereto, the parties hereto shall, at the written request of either party given to the other, enter into negotiations to determine whether or not it is possible to reach an agreement, on the basis of the experience then available or on the basis of other pertinent knowledge or information, as to a definite fixed price to be paid by the Government to the Contractor for each of the airplanes and spare parts called for under the terms of this contract, in lieu of the cost plus a fixed fee hereinbefore provided for, and in the event that such an agreement be reached and reduced to writing, it shall provide

that the fixed price per unit for each model of the airplanes and spare parts herein called for shall apply not only to units thereafter to be delivered under the terms of this contract, or in the option for spare parts herein reserved for the Government, but shall likewise apply to units theretofore delivered, for which proper adjustment shall be made.

ART. 18. *Option for spare parts.* The Government is granted the right and option at any time within \* \* \* days after the approval of this contract to increase the work to be done, as set out in Article 1, hereof, by providing for the manufacture and delivery to the Government of certain spare parts for the airplanes called for herein in a quantity up to \* \* \* percent of the total estimated cost of the airplanes to be furnished as aforesaid.

ART. 25. *Fire insurance.* The Contractor agrees, unless and until otherwise directed in writing by the Contracting Officer, to insure against fire all property in its possession upon which an advance payment or a payment in reimbursement for costs is about to be made, such insurance to be in a sum at least equal to the amount of such payment plus all other advance payments or payments in reimbursement of costs, if any, theretofore made thereon, and further agrees to keep such property so insured until the same is delivered to the Government.

ART. 26. *Title to property.* The title to all work under this contract, completed or in the course of manufacture or assembly at the Contractor's plant, shall be in the Government. Upon deliveries at the Contractor's plant, or at an approved storage site, title to all purchased materials, parts, assemblies, sub-assemblies, tools, machinery, equipment and supplies, for which the Contractor shall be entitled to be reimbursed hereunder shall vest in the Government.

ART. 29. *Subcontracts.* The Contractor agrees to contract with a major subcontractor, approved in writing by the Contracting Officer, for the manufacture, fabrication and/or supply to the Contractor of all of the component parts (exclusive of Government furnished equipment) necessary for the assembly of the airplane described in Article 1 hereof, a detailed list of such parts to be included in an Exhibit A attached hereto and made a part hereof. The Contractor further agrees that the fixed fee to be paid such major subcontractor under such contract shall not exceed five million two hundred fifty thousand dollars (\$5,250,000.00).

ART. 37. *Agreement of major subcontractor.* The Contractor by this article designates the Ford Motor Company, Dearborn, Michigan, as its major subcontractor and agrees that the signing of this contract by the Contracting Officer shall constitute written approval of the designation of such major subcontractor as required by sub-paragraph (b) of Article 29 hereof.

This contract authorized under the provisions of Section 1 (a) Act of July 2, 1940, and Section 2 (a), Act of June 28, 1940.

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

[F. R. Doc. 41-5706; Filed, August 5, 1941;  
10:06 a. m.]

[Contract No. W 535 ac-19167; 4856]

SUMMARY OF CONTRACT FOR SUPPLIES

CONTRACTOR: THE GLENN L. MARTIN COMPANY, BALTIMORE, MARYLAND

Contract<sup>1</sup> for: Maintenance Parts for Glenn L. Martin Type \* \* \* Airplanes.

Amount: \$3,666,020.34.

Place: Matériel Division, Air Corps, U. S. Army, Wright Field, Dayton, Ohio.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to Procurement Authority AC 28 P 82-3037 A 0705-01, the available balance of which is sufficient to cover cost of same.

This contract, entered into this 13th day of June 1941.

*Scope of this contract.* The contractor shall furnish and deliver Maintenance Parts for Glenn L. Martin \* \* \* Airplanes for the consideration stated three million six hundred sixty-six thousand twenty dollars and thirty four cents (\$3,666,020.34) 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.

*Delays—Damages.* If the contractor refuses or fails to make deliveries of the materials or supplies within the time specified in Article 1, or any extension thereof, the Government may by written notice terminate the right of the contractor to proceed with deliveries or such part or parts thereof as to which there has been delay.

*Payments.* The contractor shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for articles delivered and accepted or services rendered, less deductions, if any, as herein provided. Unless otherwise specified, payments will be made on partial deliveries accepted by the Government when the amount

<sup>1</sup> Approved by the Under Secretary of War June 27, 1941.

due on such deliveries so warrants; or, when requested by the contractor, payments for accepted partial deliveries shall be made whenever such payments would equal or exceed either \$1,000 or 50 percent of the total amount of the contract.

*Termination when contractor not in default.* If, in the opinion of the contracting officer upon the approval of the Secretary of War, the best interests of the Government so require, this contract may be terminated by the Government, even though the contractor be not in default, by a notice in writing relative thereto from the contracting officer to the contractor.

This contract authorized under the provisions of Paragraph 4g (3) A. R. 5-240 and Section 1 (a), Act of July 2, 1940.

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

[F. R. Doc. 41-5705; Filed, August 5, 1941;  
10:06 a. m.]

DEPARTMENT OF THE INTERIOR.

Bituminous Coal Division.

[Docket No. 1646-FD]

IN THE MATTER OF E. R. ELLINGTON,  
DEFENDANT

ORDER POSTPONING HEARING

The above-entitled matter having been heretofore scheduled for hearing at 10 o'clock in the forenoon of August 7, 1941, at a hearing room of the Bituminous Coal Division at the Jefferson County Court House, Birmingham, Alabama; and

The Director deeming it advisable that said hearing should be postponed;

Now, therefore, it is ordered, That the hearing in the above-entitled matter be postponed from 10 o'clock in the forenoon of August 7, 1941, until 10 o'clock in the forenoon of October 20, 1941, at a hearing room of the Bituminous Coal Division at Hotel Tutwiler, Birmingham, Alabama, and before the officers previously designated to preside at said hearing.

Dated: August 4, 1941.

[SEAL]

H. A. GRAY,  
Director.

[F. R. Doc. 41-5717; Filed, August 5, 1941;  
10:17 a. m.]

[Docket No. 1798-FD]

IN THE MATTER OF BINKLEY MINING COMPANY OF MISSOURI, DEFENDANT

NOTICE OF AND ORDER FOR HEARING

A complaint dated June 3, 1941, pursuant to the provisions of sections 4 II (j)\* and 5 (b) of the Bituminous Coal Act of 1937, having been duly filed on June 12, 1941, by Bituminous Coal Producers

Board for District No. 15, a District Board, complainant, with the Bituminous Coal Division alleging willful violation by the defendant of the Bituminous Coal Code or rules and regulations thereunder;

It is ordered, That a hearing in respect to the subject matter of such complaint be held on September 10, 1941, at 10 a. m., at a hearing room of the Bituminous Coal Division at Room 531, Federal Building, Kansas City, Missouri.

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

Notice of such hearing is hereby given to said defendant and to all other parties herein and to all persons and entities having an interest in such proceeding. Any person or entity eligible under § 301.123 of the Rules and Regulations Governing Practice and Procedure Before the Bituminous Coal Division in Proceedings Instituted Pursuant to sections 4 II (j) and 5 (b) of the Bituminous Coal Act of 1937, may file a petition for intervention not later than five (5) days before the date herein set for hearing on the complaint.

Notice is hereby given, that answer to the complaint must be filed with the Bituminous Coal Division at its Washington office or with any one of the statistical bureaus of the Division, within twenty (20) days after date of service thereof on the defendant; and that any defendant failing to file an answer within such period, unless the Director or the presiding officer shall otherwise order, shall be deemed to have admitted the allegations of the complaint herein and to have consented to the entry of an appropriate order on the basis of the facts alleged.

All persons are hereby notified, that the hearing in the above-entitled matter and orders entered therein may concern, in addition to the matters specifically alleged in the complaint herein, other matters incidental and related thereto, whether raised by amendment of the complaint, petition for intervention, or otherwise, and all persons are cautioned to be guided accordingly.

The matter concerned herewith is in regard to the complaint filed by said complainant, alleging willful violation by the above-named defendant of the Bituminous Coal Code or rules and regulations thereunder as follows: By selling during the period October 15, 1940, to March 3, 1941, both dates inclusive, to the Omar Baking Company, Omaha, Nebraska, for commercial use, as that usage is defined in Price Instruction 9, Part 1 (a) of the Schedule of Effective Minimum Prices for District No. 15 for All Shipments Except Truck, approximately 141 tons of 1¼" x 0 washed coal produced by the defendant at its Bee-veer Mine, Mine Index No. 13, located in District 15, for shipment by rail to Omaha, Nebraska, and thence by truck to Lincoln, Nebraska, at a price of \$1.49 per net ton f. o. b. said mine, whereas such coal is classified as Size Group 13 and priced at \$1.65 per net ton f. o. b. the mine for commercial use in the Schedule of Effective Minimum Prices for District No. 15 for All Shipments Except Truck, which transaction constitutes a sale and delivery of coal at a price below the minimum established therefor by the Division.

Dated: August 2, 1941.

[SEAL]

H. A. GRAY,  
Director.

[F. R. Doc. 41-5716; Filed, August 5, 1941;  
10:17 a. m.]

[Docket No. 1686-FD]

IN THE MATTER OF J. W. BENNETT,  
DEFENDANT

NOTICE OF AND ORDER FOR HEARING

A complaint dated April 29, 1941, pursuant to the provisions of sections 4 II (j) and 5 (b) of the Bituminous Coal Act of 1937, having been duly filed on May 1, 1941, by Bituminous Coal Producers Board for District No. 13, a District Board, complainant, with the Bituminous Coal Division alleging willful violation by the defendant of the Bituminous Coal Code or rules and regulations thereunder;

*It is ordered*, That a hearing in respect to the subject matter of such complaint be held on October 16, 1941, at 10 a. m., at a hearing room of the Bituminous Coal Division at Hotel Tutwiler, Birmingham, Alabama.

*It is further ordered*, That Travis Williams or any other officer or officers of the Bituminous Coal Division designated by the Director thereof for that purpose shall preside at the hearing in such matter. The officer so designated to preside at such hearing is hereby authorized to conduct said hearing, to administer oaths and affirmations, examine witnesses, subpoena witnesses, compel their attendance, take evidence, require the production of any books, papers, correspondence, memoranda or other records deemed relevant or material to the inquiry, to continue said hearing from time to time,

and to such places as he may direct by announcement at said hearing or any adjourned hearing or by subsequent notice, and to prepare and submit to the Director proposed findings of fact and conclusions and the recommendation of an appropriate order in the premises, and to perform all other duties in connection therewith authorized by law.

Notice of such hearing is hereby given to said defendant and to all other parties herein and to all persons and entities having an interest in such proceeding. Any person or entity eligible under § 301.123 of the Rules and Regulations Governing Practice and Procedure Before the Bituminous Coal Division in Proceedings Instituted Pursuant to sections 4 II (j) and 5 (b) of the Bituminous Coal Act of 1937, may file a petition for intervention not later than five (5) days before the date herein set for hearing on the complaint.

Notice is hereby given that answer to the complaint must be filed with the Bituminous Coal Division at its Washington office or with any one of the statistical bureaus of the Division, within twenty (20) days after date of service thereof on the defendant; and that any defendant failing to file an answer within such period, unless the Director or the presiding officer shall otherwise order, shall be deemed to have admitted the allegations of the complaint herein and to have consented to the entry of an appropriate order on the basis of the facts alleged.

All persons are hereby notified, that the hearing in the above-entitled matter and orders entered therein may concern, in addition to the matters specifically alleged in the complaint herein, other matters incidental and related thereto, whether raised by amendment of the complaint, petition for intervention, or otherwise, and all persons are cautioned to be guided accordingly.

The matter concerned herewith is in regard to the complaint filed by said complainant, alleging willful violation by the above-named defendant of the Bituminous Coal Code or rules and regulations thereunder as follows:

By selling during the period October 1940 through February 1941, to Tom-brello Coal Company, Cardiff, Alabama, approximately 977 tons of 1½" x 0 coal, Size group No. 23, produced at defendant's Cardiff Mine, Mine Index No. 283, located in Jefferson County, Alabama, in District No. 13, at a price of \$2.05 per ton delivered to Cardiff, Alabama, whereas the applicable minimum price f. o. b. the mine established for such coal is \$2.40 per net ton, as contained in the Schedule of Effective Minimum Prices for District No. 13 for Truck Shipments, plus an amount at least equal, as nearly as practicable, to the actual transportation, handling or incidental charges of whatsoever kind or character (exclusive of customary costs of mine operation) from the transportation fa-

cilities at said mine to the point from which all such charges are assumed and directly paid by the purchaser.

Dated: August 4, 1941.

[SEAL]

H. A. GRAY,  
Director.

[F. R. Doc. 41-5715; Filed, August 5, 1941;  
10:17 a. m.]

[Docket No. 1755-FD]

IN THE MATTER OF JOEL JONES, DEFENDANT

NOTICE OF AND ORDER FOR HEARING

A complaint dated May 14, 1941, pursuant to the provisions of sections 4 II (j) and 5 (b) of the Bituminous Coal Act of 1937, having been duly filed on May 28, 1941, by Bituminous Coal Producers Board for District No. 11, a District Board, complainant, with the Bituminous Coal Division alleging willful violation by the defendant of the Bituminous Coal Code or rules and regulations thereunder;

*It is ordered*, That a hearing in respect to the subject matter of such complaint be held on September 29, 1941, at 10 a. m., at a hearing room of the Bituminous Coal Division at the County Court House, Shoals, Indiana.

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

Notice of such hearing is hereby given to said defendant and to all other parties herein and to all persons and entities having an interest in such proceeding. Any person or entity eligible under § 301.123 of the Rules and Regulations Governing Practice and Procedure Before the Bituminous Coal Division in Proceedings Instituted Pursuant to sections 4 II (j) and 5 (b) of the Bituminous Coal Act of 1937, may file a petition for intervention not later than five (5) days before the date herein set for hearing on the complaint.

Notice is hereby given, that answer to the complaint must be filed with the Bituminous Coal Division at its Washington office or with any one of the statistical bureaus of the Division, within twenty

(20) days after date of service thereof on the defendant; and that any defendant failing to file an answer within such period, unless the Director or the presiding officer shall otherwise order, shall be deemed to have admitted the allegations of the complaint herein and to have consented to the entry of an appropriate order on the basis of the facts alleged.

All persons are hereby notified, that the hearing in the above-entitled matter and orders entered therein may concern, in addition to the matters specifically alleged in the complaint herein, other matters incidental and related thereto, whether raised by amendment of the complaint, petition for intervention, or otherwise, and all persons are cautioned to be guided accordingly.

The matter concerned herewith is in regard to the complaint filed by said complainant, alleging willful violation by the above-named defendant of the Bituminous Coal Code or rules and regulations thereunder as follows:

"That since October 28, 1940, Joel Jones has sold an unknown quantity of screenings of sizes included in Size Group No. 14, produced from the Jones Mine, to the French Lick Hotel, French Lick, Indiana, at a delivered price of \$1.35 per ton; that the effective minimum price established for screenings of sizes included in Size Group No. 14, produced from the Jones Mine (Mine Index No. 942), is \$1.55 per ton f. o. b. the mine; that, therefore, such coals were sold in violation of the effective minimum price established therefor.

"That Joel Jones had failed to comply with Orders Nos. 296, 297, and 307 by not maintaining and filing the records required by said orders."

Dated: August 4, 1941.

[SEAL]

H. A. GRAY,  
Director.

[F. R. Doc. 41-5714; Filed, August 5, 1941;  
10:16 a. m.]

[Docket No. 1753-FD]

IN THE MATTER OF JASPER NICHELSON,  
DEFENDANT

NOTICE OF AND ORDER FOR HEARING

A complaint dated May 13, 1941, pursuant to the provisions of sections 4 II (j) and 5 (b) of the Bituminous Coal Act of 1937, having been duly filed on May 28, 1941, by Bituminous Coal Producers Board for District No. 11, a District Board, complainant, with the Bituminous Coal Division alleging willful violation by the defendant of the Bituminous Coal Code or rules and regulations thereunder;

*It is ordered*, That a hearing in respect to the subject matter of such complaint be held on September 26, 1941, at 10 a. m. at a hearing room of the Bituminous Coal Division the County Court House, Shoals, Indiana.

*It is further ordered*, That W. A. Shipman or any other officer or officers of the

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

Notice of such hearing is hereby given to said defendant and to all other parties herein and to all persons and entities having an interest in such proceeding. Any person or entity eligible under § 301.123 of the Rules and Regulations Governing Practice and Procedure Before the Bituminous Coal Division in Proceedings Instituted Pursuant to sections 4 II (j) and 5 (b) of the Bituminous Coal Act of 1937, may file a petition for intervention not later than five (5) days before the date herein set for hearing on the complaint.

Notice is hereby given, that answer to the complaint must be filed with the Bituminous Coal Division at its Washington office or with any one of the statistical bureaus of the Division, within twenty (20) days after date of service thereof on the defendant; and that any defendant failing to file an answer within such period, unless the Director or the presiding officer shall otherwise order, shall be deemed to have admitted the allegations of the complaint herein and to have consented to the entry of an appropriate order on the basis of the facts alleged.

All persons are hereby notified, that the hearing in the above-entitled matter and orders entered therein may concern, in addition to the matters specifically alleged in the complaint herein, other matters incidental and related thereto, whether raised by amendment of the complaint, petition for intervention, or otherwise, and all persons are cautioned to be guided accordingly.

The matter concerned herewith is in regard to the complaint filed by said complainant, alleging willful violation by the above-named defendant of the Bituminous Coal Code or rules and regulations thereunder as follows:

"That since October 1, 1940, Jasper Nicholson has sold an unknown quantity of mine run coal produced from his French Lick Mine to the Homestead Hotel, West Baden, Indiana, at a delivered price of \$2.15 per ton; that the effective minimum price established for

mine run coal (Size Group No. 7) produced from the French Lick Mine is \$2.15 per ton f. o. b. the mine; that, therefore, the sale of such coal at a delivered price of \$2.15, which does not reflect the addition of the actual cost of transportation to the f. o. b. mine price, is in violation of the effective minimum price established therefor.

"That since October 1, 1940, Jasper Nicholson has sold and delivered 1½" x 0 screenings to Hise Brothers, Orleans, Indiana, at a delivered price of \$1.65 per ton; that the consumer, Hise Brothers, is located a distance of approximately 23 miles from the French Lick Mine; that the effective minimum price established for 1½" x 0 screenings produced from the French Lick Mine is \$1.55 per ton f. o. b. the mine; that, upon information and belief, it is alleged that an addition of 10 cents per ton to the f. o. b. mine price does not represent the actual cost of transportation from the mine to Hise Brothers, Orleans, Indiana; that, therefore, the sale of such coal at a delivered price of \$1.65 per ton is in violation of Price Instruction No. 5 and the effective minimum price established therefor.

"That Jasper Nicholson has failed to comply with Orders Nos. 296, 297, and 307 by not maintaining and filing the records required by said Orders."

Dated: August 4, 1941.

[SEAL]

H. A. GRAY,  
Director.

[F. R. Doc. 41-5713; Filed, August 5, 1941;  
10:16 a. m.]

## DEPARTMENT OF AGRICULTURE.

### Farm Security Administration.

[Memo. No. 738, Sup. No. 3]

#### DELEGATION OF AUTHORITY TO THE ADMINISTRATOR OF THE FARM SECURITY ADMINISTRATION TO REDELEGATE CERTAIN POWERS

AUGUST 4, 1941.

Secretary's Memorandum No. 738 dated September 30, 1937 (as supplemented on December 18, 1939 and February 8, 1941) is hereby further supplemented and amended by changing section numbered 5 so that it will read as follows:

The Administrator may delegate to any person within the Farm Security Administration the functions hereby vested in him, except determinations of general policy and the issuance of procedural orders and instructions of general application, and the power to compromise claims in accordance with section 41 (g) of said Act: *Provided*, That the Administrator may delegate to regional directors of the Farm Security Administration the authority to accept, in lieu of the obligation of any borrower, the assumption of the entire indebtedness of such borrower by a person to whom the farm purchased by the bor-

rower by means of the loan shall be conveyed.

[SEAL]

PAUL H. APPELBY,  
*Under Secretary.*

[F. R. Doc. 41-5730; Filed, August 5, 1941;  
11:27 a. m.]

#### DEPARTMENT OF LABOR.

##### Wage and Hour Division.

#### NOTICE OF ORAL ARGUMENT BEFORE THE ADMINISTRATOR AND OPPORTUNITY TO SUBMIT WRITTEN BRIEFS IN THE MATTER OF THE RECOMMENDATIONS OF INDUSTRY COMMITTEE NO. 20 FOR MINIMUM WAGES IN THE SINGLE PANTS, SHIRTS, AND ALLIED GARMENTS INDUSTRY

Whereas a hearing has been held on July 30, 1941, before Robert N. Campbell as Presiding Officer, at which all persons interested in the report and recommendation of Industry Committee No. 20 for the fixing of minimum wages in the single pants, shirts, and allied garments industry were given an opportunity to be heard and to offer evidence bearing thereon; and

Whereas the complete record of said hearing has been transmitted to the Administrator,

Now, therefore, Notice is hereby given: That the Administrator will receive written briefs (not fewer than twelve copies) on or before August 11, 1941, at the Department of Labor, Washington, D. C., from any person who entered an appearance at said hearing, and will hear oral argument upon the complete record of said hearing on August 19, 1941, at 10:30 a. m., in Room 3139, Department of Labor Building, Fourteenth Street and Constitution Avenue NW., Washington, D. C., by any person who entered an appearance at said hearing, provided that on or before August 15, 1941, such person notifies the Wage and Hour Division of his intention to offer oral argument and of the amount of time he will require to make his presentation.

Signed at Washington, D. C., this 5th day of August 1941.

PHILIP B. FLEMING,  
*Administrator.*

[F. R. Doc. 41-5731; Filed, August 5, 1941;  
11:38 a. m.]

#### NOTICE OF CANCELLATION OF SPECIAL CERTIFICATE FOR THE EMPLOYMENT OF LEARNERS IN THE HOSIERY INDUSTRY

Notice is hereby given that a special certificate for the employment of learners not to exceed at any one time five percent of all factory workers employed issued to Artercraft Silk Hosiery Mills, Inc., Philadelphia on December 12, 1940, has been ordered cancelled as of its effective date pursuant to the terms thereof which provide among other things for cancellation as of the first date of violation if found that any of the terms have been violated.

The order of cancellation shall not become effective and enforceable until after the expiration of a fifteen-day period following the date on which this Notice appears in THE FEDERAL REGISTER. During this time petitions for reconsideration or review may be filed by any aggrieved person under Section 522.13 of the Regulations. If a petition is properly filed, the effective date of the order of cancellation shall be postponed until final action is taken on the petition.

Signed at Washington, D. C., this 1st day of August 1941.

ALEX G. NORDHOLM,  
*Authorized Representative of  
the Administrator.*

[F. R. Doc. 41-5732; Filed, August 5, 1941;  
11:38 a. m.]

#### FEDERAL COMMUNICATIONS COMMISSION.

[Docket No. 6043]

##### NOTICE RELATIVE TO UTICA OBSERVER-DISPATCH, INC. (NEW)

Application dated January 11, 1940, for construction permit; class of service, broadcast; class of station, broadcast; location, Utica, New York; operating assignment specified: Frequency 1,420 kc. (1,450 kc. NARBA); power, 250 w.; hours of operation, unlimited.

You are hereby notified that the Commission has examined the above-described application and has designated the matter for hearing, to be consolidated with application V1-P-3171 of Midstate Radio Corporation, and application B1-P-3206 of Utica Broadcasting Company, Inc., for the following reasons:

1. To determine the applicant's legal, technical and other qualifications to construct and operate the proposed station.

2. To determine the type and character of the program service which the applicant may be expected to render if granted a permit to construct the proposed station.

3. To obtain full particulars with respect to the connections and relationships, direct or indirect, the nature, extent and effect thereof existing between this applicant, the officers, directors and stockholders thereof, or any of them, and existing radio stations, newspapers and other media for the dissemination of information.

4. To determine the extent of any interference which would result from the simultaneous operation of the station proposed herein and Station WLAN.

5. To determine the areas and populations which would be deprived of interference-free primary service, particularly from Station WLAN, should this application be granted, and what other broadcast service is available to these areas and populations.

6. To determine the areas and populations which would receive interference-free primary service from the

operation of the station proposed herein and what other broadcast service is available to these areas and populations.

7. To determine whether public interest, convenience and necessity would be served by a grant of this application and the applications of Midstate Radio Corporation (Docket No. 6141) and Utica Broadcasting Company, Inc. (Docket No. 6140), or any of them.

The application involved herein will not be granted by the Commission unless the issues listed above are determined in favor of the applicant on the basis of a record duly and properly made by means of a formal hearing.

The applicant is hereby given the opportunity to obtain a hearing on such issues by filing a written appearance in accordance with the provisions of § 1.382 (b) of the Commission's Rules of Practice and Procedure. Persons other than the applicant who desire to be heard must file a petition to intervene in accordance with the provisions of § 1.102 of the Commission's Rules of Practice and Procedure.

The applicant's address is as follows:

Utica Observer-Dispatch, Inc., % J. David Hogue, 221 Oriskany Plaza, Utica, New York.

Dated at Washington, D. C., August 2, 1941.

By the Commission.

[SEAL]

T. J. SLOWIE,  
*Secretary.*

[F. R. Doc. 41-5719; Filed, August 5, 1941;  
10:44 a. m.]

[Docket No. 6140]

##### NOTICE RELATIVE TO UTICA BROADCASTING CO., INC. (NEW)

Application dated May 24, 1941, for construction permit; class of service, broadcast; class of station, broadcast; location, Utica, N. Y.; operating assignment specified: Frequency, 1,450 kc.; power, 250 w.; hours of operation, unlimited.

You are hereby notified that the Commission has examined the above-described application and has designated the matter for hearing, to be consolidated with application B1-P-3171 of Midstate Radio Corporation, and application B1-P-2702 of Utica Observer-Dispatch, Inc., for the following reasons:

1. To determine the applicant's legal, technical and other qualifications to construct and operate the proposed station.

2. To determine the type and character of the program service which the applicant may be expected to render if granted a permit to construct the proposed station.

3. To determine the extent of any interference which would result from the simultaneous operation of the station proposed herein and Station WLAN.

4. To determine the areas and populations which would be deprived of interference-free primary service, particularly

from station WLAN, should this application be granted, and what other broadcast service is available to these areas and populations.

5. To determine the areas and populations which would receive interference-free primary service from the operation of the station proposed herein and what other broadcast service is available to these areas and populations.

6. To determine whether public interest, convenience and necessity would be served by a grant of this application and the applications of Midstate Radio Corporation (Docket No. 6141) and Utica Observer-Dispatch, Inc. (Docket No. 6043), or any of them.

The application involved herein will not be granted by the Commission unless the issues listed above are determined in favor of the applicant on the basis of a record duly and properly made by means of a formal hearing.

The applicant is hereby given the opportunity to obtain a hearing on such issues by filing a written appearance in accordance with the provisions of § 1.382 (b) of the Commission's Rules of Practice and Procedure. Persons other than the applicant who desire to be heard must file a petition to intervene in accordance with the provisions of § 1.102 of the Commission's Rules of Practice and Procedure.

The applicant's address is as follows:

Utica Broadcasting Co., Inc., % Moses G. Hubbard, Jr., 1119 First National Bank Building, Utica, New York.

Dated at Washington, D. C., August 2, 1941.

By the Commission.

[SEAL] T. J. SLOWIE,  
Secretary.

[F. R. Doc. 41-5720; Filed, August 5, 1941; 10:44 a. m.]

[Docket No. 6141]

NOTICE RELATIVE TO MIDSTATE RADIO CORPORATION (NEW)

Application dated April 17, 1941, for construction permit; class of service, broadcast; class of station, broadcast; location, Utica, New York; operating assignment specified: Frequency, 1450 kc.; power, 250 w.; hours of operation, unlimited.

You are hereby notified that the Commission has examined the above-described application and has designated the matter for hearing, to be consolidated with application B1-P-2702 of Utica Observer-Dispatch, Inc., and application B1-P-3206 of Utica Broadcasting Company, Inc., for the following reasons:

1. To determine the applicant's legal, technical and other qualifications to construct and operate the proposed station.

2. To determine the type and character of the program service which the

applicant may be expected to render if granted a permit to construct the proposed station.

3. To determine the extent of any interference which would result from the simultaneous operation of the station proposed herein and Station WLAN.

4. To determine the areas and populations which would be deprived of interference-free primary service, particularly from Station WLAN, should this application be granted, and what other broadcast service is available to these areas and populations.

5. To determine the areas and populations which would receive interference-free primary service from the operation of the station proposed herein and what other broadcast service is available to these areas and populations.

6. To determine whether public interest, convenience and necessity would be served by a grant of this application and the applications of Utica Observer-Dispatch, Inc. (Docket No. 6043) and Utica Broadcasting Company, Inc. (Docket No. 6140) or any of them.

The application involved herein will not be granted by the Commission unless the issues listed above are determined in favor of the applicant on the basis of a record duly and properly made by means of a formal hearing.

The applicant is hereby given the opportunity to obtain a hearing on such issues by filing a written appearance in accordance with the provisions of § 1.382 (b) of the Commission's Rules of Practice and Procedure. Persons other than the applicant who desire to be heard must file a petition to intervene in accordance with the provisions of § 1.102 of the Commission's Rules of Practice and Procedure.

The applicant's address is as follows:

Midstate Radio Corporation, 307-311 Paul Building, Utica, New York.

Dated at Washington, D. C., August 2, 1941.

By the Commission.

[SEAL] T. J. SLOWIE,  
Secretary.

[F. R. Doc. 41-5721; Filed, August 5, 1941; 10:44 a. m.]

FEDERAL POWER COMMISSION.

[Docket No. IT-5724]

IN THE MATTER OF NEBRASKA PUBLIC SERVICE COMPANY

NOTICE OF APPLICATION

AUGUST 2, 1941.

Notice is hereby given that on August 1, 1941, an application was filed with the Federal Power Commission, pursuant to Section 203 of the Federal Power Act, by Nebraska Public Service Company, a corporation organized under the laws of the State of Nebraska and doing business in said State, with its principal business

office at Sioux City, Iowa, seeking an order authorizing the sale and transfer of all of its electric facilities located in the State of Nebraska to Consumers Public Power District, a public corporation and political subdivision of the State of Nebraska, organized and existing under and by virtue of the laws of Nebraska, for the consideration stated in the application to be \$318,000.00, subject to certain adjustments; all as more fully appears in the application on file with the Commission.

Any person desiring to be heard or to make any protest with reference to said application should, on or before the 18th day of August, 1941, file with the Federal Power Commission a petition or protest in accordance with the Commission's Rules of Practice and Regulations.

[SEAL] J. H. GUTRIDE,  
Acting Secretary.

[F. R. Doc. 41-5729; Filed, August 5, 1941; 11:25 a. m.]

SECURITIES AND EXCHANGE COMMISSION.

[File No. 31-511]

IN THE MATTER OF WESTINGHOUSE ELECTRIC INTERNATIONAL COMPANY

ORDER CONSENTING TO WITHDRAWAL OF APPLICATION PURSUANT TO REQUEST OF APPLICANT

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 August, A. D. 1941.

Upon the request of applicant, Westinghouse Electric International Company, the Commission consents to the withdrawal of the application for exemption filed pursuant to Section 3 (a) (4) of the Public Utility Holding Company Act of 1935 by said applicant, and to that effect

It is so ordered.  
By the Commission.

[SEAL] FRANCIS P. BRASSOR,  
Secretary.

[F. R. Doc. 41-5724; Filed, August 5, 1941; 11:21 a. m.]

[File No. 812-3]

IN THE MATTER OF MISSION OIL 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 4th day of August, A. D. 1941.

An application having been duly filed by the above named corporation for an order of the Commission under and pursuant to the provisions of section 3 (b) (2) of the Investment Company Act of 1940 declaring it to be excepted from the definition of an investment company

contained in this Act on the ground that it is primarily engaged in a business other than that of investing, reinvesting, owning, holding or trading in securities; and the time for the hearing of said application having been set for July 22, 1941, in Washington, D. C., and the applicant having request additional time; and the applicant having also requested that the hearing on the matter be held in Tulsa, Oklahoma, for the convenience of witnesses;

It is ordered, That a hearing on the matter of this application be held on August 26, 1941 at 10:00 o'clock in the forenoon of that day at the office of the Securities and Exchange Commission, Room 612, Wright Building, 115 West Third Street, Tulsa, Oklahoma.

It is further ordered, That Henry Pitts, Esquire, 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 (b) of the Investment Company Act of 1940 and to trial examiners under the Commission's Rules of Practice;

Notice of such hearing hereby is 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 the investors.

By the Commission.

[SEAL] FRANCIS P. BRASSOR,  
Secretary.

[F. R. Doc. 41-5725; Filed, August 5, 1941;  
11:21 a. m.]

[File No. 812-179]

**IN THE MATTER OF THE ALEXANDER FUND**  
**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 4th day of August, A. D. 1941.

An application having been duly filed by the above named applicant under and pursuant to the provisions of section 22 (e) (3) of the Investment Company Act of 1940, for an order permitting the suspension of the rights of applicant's security holders to compel the redemption of their shares until the assets of applicant have been converted into cash, and debts, taxes, and other expenses have been provided for:

It is ordered, That a hearing on the application of the above named applicant under and pursuant to section 22 (e) (3) of said Investment Company Act to be held on August 8, 1941, at 9:45 o'clock in the forenoon of that day in Room 1101 of the Securities and Exchange 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 (b) 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. 41-5726; Filed, August 5, 1941;  
11:21 a. m.]

[File No. 70-370]

**IN THE MATTER OF NORTHERN STATES**  
**POWER COMPANY (MINNESOTA)**

**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 5th day of August, 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; and

Notice is further given that any interested person may, not later than August 20, 1941, at 4:45 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-23 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:

Applicant proposes to acquire from F. O. Hillman, doing business individually as the "Green Lake Light and Power Company" for the cash consideration of \$18,000 the electric transmission and distribution systems now owned by said Hillman and used in serving the Village of Spicer, Minnesota, the inhabitants thereof, the unincorporated community of Green Lake and the adjacent territory, including meters and all appurtenances used in connection with said system owned by him, lists of electric customers and all his right and interest in and to the electric business owned and operated as the Green Lake Light and Power Company, excepting and exclud-

ing, however, the dam, mill, flowage and other rights now owned or used by him in the operation of his plant located on the West shore of Green Lake.

By the Commission.

[SEAL] FRANCIS P. BRASSOR,  
Secretary.

[F. R. Doc. 41-5727; Filed, August 5, 1941;  
11:22 a. m.]

[File No. 70-369]

**IN THE MATTER OF CAPE & VINEYARD ELECTRIC COMPANY, AND NEW ENGLAND GAS AND ELECTRIC ASSOCIATION**

**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 5th day of August, 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 parties; and

Notice is further given that any interested person may, not later than August 21, 1941 at 4:45 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-23 of the Rules and Regulations promulgated pursuant to said Act or the Commission may exempt such transactions as provided in Rules U-20 (a) and U-100 thereof. 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:

Cape & Vineyard Electric Company, a subsidiary of New England Gas and Electric Association, a registered holding company, proposes to issue and sell 6,000 shares of additional common stock, of the par value of \$25.00 per share, for the consideration of \$50.00 per share, to aggregate \$300,000. The proceeds from the sale of the stock are to be used for the purpose of paying floating indebtedness represented by open account advance from New England Gas and Electric Association of \$150,000 and a six-month note of \$150,000 payable to The First National Bank of Boston. New England Gas and Electric Association proposes to purchase the above additional shares of Common Stock of Cape & Vineyard Electric Company at the price of \$50.00 per share.

By the Commission.

[SEAL] FRANCIS P. BRASSOR,  
Secretary.

[F. R. Doc. 41-5728; Filed, August 5, 1941;  
11:22 a. m.]



