



FEDERAL REGISTER

VOLUME 8

NUMBER 128

Washington, Wednesday, June 30, 1943

Regulations

TITLE 6—AGRICULTURAL CREDIT

Chapter II—Commodity Credit Corporation

[1943 C. C. C. Flaxseed Form 1]

PART 235—1943 FLAXSEED LOANS

INSTRUCTIONS CONCERNING 1943 FLAXSEED LOANS

Commodity Credit Corporation has authorized the making of loans in accordance with these instructions upon the security of flaxseed stored on farms, and in approved public warehouses.

Sec.

- 235.1 Definitions.
- 235.2 Areas in which loans will be made.
- 235.3 Amount of loans.
- 235.4 Maturity and interest rate.
- 235.5 Determination of quantity of flaxseed.
- 235.6 Farm storage.
- 235.7 Chattel mortgages.
- 235.8 Public warehouses.
- 235.9 Warehouse receipts.
- 235.10 Liens.
- 235.11 County agricultural conservation committees.
- 235.12 Source of loans.
- 235.13 Purchase of loans.
- 235.14 Offices of Commodity Credit Corporation.
- 235.15 Release of collateral.

AUTHORITY: §§ 235.1 to 235.15, inclusive, issued under sec. 302 of the Agricultural Adjustment Act of 1938, as amended (52 Stat. 43; 7 U.S.C., 1940 ed., 1302).

§ 235.1 *Definitions.* For the purpose of these instructions and the notes and chattel mortgages relating thereto, the following terms shall be construed, respectively, to mean:

(a) "Eligible producer" means any person, partnership, association, or corporation producing flaxseed in 1943 as landowner, landlord, or tenant, upon whose farm at least 90 percent of the war crop goal is met.

(b) "Eligible flaxseed" means flaxseed grading No. 1 or No. 2, which was produced in 1943, the beneficial interest to which is and always has been in the eligible producer. Flaxseed containing more than 30 percent damage or which contains more than 11 percent moisture,

or which is musty, sour, heating, hot, or which has any commercially objectional order, or which is otherwise low quality, is not eligible for loan.

(c) "Eligible storage" shall include public grain warehouses and farm storage meeting the following respective requirements:

(1) Public grain warehouses which have met the requirements of Commodity Credit Corporation and have executed the Uniform Grain Storage Agreement, amended to cover flaxseed. Such warehouses may be situated at either terminal or country points.

(2) Farm storage shall consist of farm bins and granaries which are of such substantial and firm construction as to afford safe storage of the flaxseed for a period of two years, and permit effective fumigation for the destruction of insects, and afford protection against rodents, other animals, thieves, and weather, as determined by the county agricultural conservation committee.

(d) "Lending agency" means any bank, cooperative marketing association, or other corporation, partnership, or person making loans in accordance with these instructions, which has executed the Contract to Purchase on 1940 C. C. C. Form E.

(e) "Eligible paper" shall consist of notes of the producers secured by chattel mortgages or warehouse receipts representing flaxseed in existence and undamaged from the perils of fire, lightning, inherent explosion, cyclone, tornado, windstorm, and flood, dated prior to January 31, 1944, and executed in accordance with these instructions, with State documentary revenue stamps affixed thereto where required by law. Notes executed by an administrator, executor, or trustee will be acceptable only where valid in law.

§ 235.2 *Areas in which loans will be made.* Loans will be made on eligible flaxseed stored in approved public grain warehouses or in acceptable storage structures located on farms in all areas.

§ 235.3 *Amount of loans.* Loan values on flaxseed shall be based on numerals

(Continued on next page)

CONTENTS

REGULATIONS AND NOTICES

AGRICULTURAL ADJUSTMENT AGENCY:	Page
Flue-cured tobacco, marketing quota regulations, 1943-44	8910
CHILDREN'S BUREAU:	
Acceptance of state certificates, designation of states	8931
COMMODITY CREDIT CORPORATION:	
Bean and pea loans and purchases, 1943	8908
Flaxseed loans, 1943	8901
Hay and pasture seed loans, 1943	8904
FARM SECURITY ADMINISTRATION:	
Authority to approve sales of real property and execute deeds, delegation to regional directors	8982
Milam County, Texas, designation of localities for tenant purchase loans	8982
FEDERAL COMMUNICATIONS COMMISSION:	
Radio stations in war emergency radio service, rules governing	8982
FEDERAL TRADE COMMISSION:	
Dorothy Gray, Ltd., et al., cease and desist order	8925
INTERNAL REVENUE BUREAU:	
Income tax, collection at source on wages	8925
OFFICE OF PRICE ADMINISTRATION:	
Adjustments, exceptions, etc.:	
High wine sellers	8947
Westvaco Chlorine Products Corp	8983
Aluminum scrap and secondary ingot (MPR 2)	8948
Ceramic products:	
Basic refractory products (MPR 416)	8940
Dead-burned grain magnesite (RPS 75, revocation)	8940
Gasoline rationing (RO 5C, Am. 58)	8980
Hinges and butt hinges (MPR 413)	8948
Lumber:	
Northern hardwood (MPR 223, Am. 6)	8945
Southern pine (Rev. MPR 19, Am. 2)	8979

(Continued on next page)



Published daily, except Sundays, Mondays, and days following legal holidays, by the Division of the Federal Register, The National Archives, pursuant to the authority contained in the Federal Register Act, approved July 26, 1935 (49 Stat. 500, as amended; 44 U.S.C., ch. 8B), under regulations prescribed by the Administrative Committee, approved by the President. Distribution is made only by the Superintendent of Documents, Government Printing Office, Washington, D. C.

The regulatory material appearing herein is keyed to the Code of Federal Regulations, which is published, under 50 titles, pursuant to section 11 of the Federal Register Act, as amended June 19, 1937.

The FEDERAL REGISTER will be furnished by mail to subscribers, free of postage, for \$1.50 per month or \$15.00 per year, payable in advance. The charge for individual copies (minimum 15¢) varies in proportion to the size of the issue. Remit check or money order, made payable to the Superintendent of Documents, directly to the Government Printing Office, Washington, D. C.

There are no restrictions on the republication of material appearing in the FEDERAL REGISTER.

CONTENTS—Continued

OFFICE OF PRICE ADMINISTRATION—	
Continued.	
Lumber—Continued.	Page
Stock millwork (MPR 293, Am. 1).....	8947
Meat, retail ceiling prices:	
Beef, veal, lamb and mutton cuts, variety meats, etc. (MPR 355, Am. 7).....	8945
Pork cuts and processed meat products (MPR 336, Am. 6).....	8944
Propionic acid, synthetic (SR 14, Am. 191).....	8980
Regional office orders:	
Alfalfa meal in California and Arizona (5 documents).....	8983-8986
Dried blood and blood meal, certain Western states.....	8983
Soaps and cleansers, household, sold by retail food stores (MPR 390, Am. 1).....	8947
Textiles, fine cotton goods (MPR 11, Am. 7).....	8937
Tires and tubes, new rubber, Government purchases (MPR 415).....	8933
Vacuum cleaners, used household, and attachments: (MPR 294, Am. 1).....	8945
(MPR 294, Am. 2).....	8979
PETROLEUM ADMINISTRATION FOR WAR:	
Fuel oil marketing (PDO 13)....	8980
SECURITIES AND EXCHANGE COMMISSION:	
Hearings, etc.:	
International Utilities Corp. and Dominion Gas and Electric Co.....	8986
Leeby, Lawrence R., & Co.....	8986
Price, E. S., and Co.....	8986

CONTENTS—Continued

SELECTIVE SERVICE SYSTEM:	Page
Mancos project, Colo., establishment for conscientious objectors.....	8988
WAR DEPARTMENT:	
Procurement of military supplies and animals, miscellaneous amendments.....	8918
Tennessee, establishment of military area.....	8924
WAR FOOD ADMINISTRATION:	
Butter, cheese, eggs, poultry, and dressed domestic rabbits; sampling, grading, etc.....	8909
Food production orders, change in administration.....	8915
Rotenone insecticide, agricultural use (FPO 13).....	8915
Spices:	
Conservation and distribution (FDO 19, Am. 1)....	8916
Quotas (FDO 19-2).....	8918
Sugarcane production, Hawaii; 1942 farming practices....	8915
WAR PRODUCTION BOARD:	
Controlled materials plan:	
Determining quantity restrictions on receipt basis (CMP Reg. 5, Direction 8).....	8933
Tin plate, short ternes and tin mill black plate for can manufacturers (CMP Reg. 1, Direction 19)....	8933
Leather; cattle hides, calf and kip skins (M-194-a, revocation).....	8933
Suspension orders:	
Peoples Oil Co.....	8931
Wood pulp (M-93).....	8932

cal grades as provided in the Official Grain Standards of the United States.

(a) The basic loan value for eligible flaxseed, stored in approved terminal warehouses, shall be as follows:

Market	Loan rate for No. 1	Loan rate for No. 2
Chicago.....	\$2.85	\$2.80
Duluth.....		
Milwaukee.....		
Minneapolis.....		
St. Paul.....	2.90	2.85
Portland.....		
Los Angeles.....		
San Francisco.....		
Kansas City.....		
Houston.....	2.75	2.70
Corpus Christi.....		
	2.70	2.65

The foregoing schedule applies only to flaxseed delivered in carload lots which has been shipped by rail from a country shipping point to one of the designated terminal markets, as evidenced by paid freight bills duly registered for transit privileges and other documents as required: *Provided*, That in the event the amount of paid in freight is insufficient to guarantee minimum proportional rate from the terminal market, there shall be deducted from the applicable terminal loan value the difference between the amount of freight actu-

ally paid in and the amount required to be paid in to guarantee minimum proportional basis on the outbound movement: *Provided further*, That Commodity Credit Corporation will accept in lieu of such bills the approved warehouseman's supplemental certificate, or warehouse receipts on which a legend, signed by the warehouseman, has been stamped or typewritten on the following form or certificate of such warehouseman containing such an undertaking, or such form as is approved by Commodity Credit Corporation:

FREIGHT CERTIFICATE FOR TERMINALS—FLAXSEED

The flaxseed represented by attached warehouse receipt No. _____ was received by rail freight from _____

Town County State
point of origin, as evidenced by freight bill described as follows:

Way Bill, Date _____ No. _____ Car No. _____ Int. _____ Freight Bill, Date _____ No. _____ Car No. _____ Int. _____ Carrier _____ Transit Weight _____ Freight Rate In _____ Amount Collected _____ Number Unused Transit Stops _____

The above-described paid freight bill has been officially registered for transit and will be held in accordance with the provisions of paragraph 22 of the Uniform Grain Storage Agreement.

Date of Signature _____ Warehouseman's Signature _____ Address _____

A deduction of 6 cents per bushel shall be made if evidence is not submitted that paid rail freight bills have been registered for transit privileges.

(b) The loan value for No. 1 and No. 2 flaxseed stored on farms and in approved country warehouses shall be determined by deducting from the applicable basic terminal loan value an amount equal to 5 cents per bushel more than the appropriate freight rate plus the 3 percent freight tax. The appropriate freight rate shall be the county average of the all-rail interstate freight rates in effect May 16, 1943, from all points in the country from which flaxseed will be shipped to the appropriate terminal market. Loan values applicable to each county will be contained in C. C. C. Flaxseed Form 1 for each State.

(c) Loan values for flaxseed stored in approved warehouses other than those situated in the terminal markets designated in section 3 (a) which was shipped by rail shall be determined by the regional director of Commodity Credit Corporation. Values at such storage points shall be determined on the basis of terminal values listed in § 235.3 (a), with appropriate adjustment for freight.

§ 235.4 *Maturity and interest rate.* Notes secured by farm-stored flaxseed or by warehouse receipts representing flaxseed shall mature on demand, or June 30, 1944. All loans will bear interest at the rate of 3 percent per annum. Notes evidencing such loans must be dated on or before January 31, 1944.

§ 235.5 *Determination of quantity of flaxseed.* A bushel shall be 56 pounds of clean flaxseed free of dockage, when determined by weight, or 1.25 cubic feet of

flaxseed testing 56 pounds per bushel when determined by measurement. A deduction of three-quarters of a pound for each sack will be made in determining the quantity of the collateral when stored as sacked grain. In determining the quantity of flaxseed in farm storage by measurement, fractional pounds of the bushel test weight for flaxseed testing less than 56 pounds per bushel will be disregarded, and the quantity determined as above will be the following percentages of the quantity determined for 56-pound flaxseed:

For flaxseed testing:	Percent
56 pounds or over.....	100
55 pounds or over, but less than 56 pounds.....	98
54 pounds or over, but less than 55 pounds.....	96
53 pounds or over, but less than 54 pounds.....	94
52 pounds or over, but less than 53 pounds.....	92
51 pounds or over, but less than 52 pounds.....	90
50 pounds or over, but less than 51 pounds.....	88
49 pounds or over, but less than 50 pounds.....	85
48 pounds or over, but less than 49 pounds.....	83
47 pounds or over, but less than 48 pounds.....	81

§ 235.6 *Farm storage.* Flaxseed stored on the farm must have been stored in the granary for a reasonable period, determined by the county agricultural conservation committee, prior to its inspections for measurement, sampling, and sealing. In accordance with regulations issued by the Secretary of Agriculture, the State and county agricultural conservation committees will inspect and approve storage facilities and will arrange for measuring, sampling, grading, and sealing the flaxseed collateral in approved structures. Chattel mortgages covering farm-stored flaxseed must be executed and filed in accordance with the applicable State law. Producers should obtain information and assistance from the county agricultural conservation committees in regard to the execution and filing of such chattel mortgages. Where the borrower is a tenant farmer and the flaxseed collateral is stored on the farm, the expiration date of the lease shall be given in the chattel mortgage. If the expiration date of the lease is prior to September 1, 1944, the landlord shall execute the Consent for Storage in the chattel mortgage. The consent agreement shall also be signed by any other party or parties entitled to possession. Each producer must designate in the chattel mortgage a shipping point reasonably convenient for the delivery of the flaxseed as determined by the county committee. Notes and mortgages will not be acceptable which provide a shipping point other than the normal shipping point customarily used by the producers in the locality in which the flaxseed was produced. A separate note and chattel mortgage must be submitted for flaxseed stored on each quarter section of land.

A storage allowance of \$.07 per bushel will be advanced at the time the loan is made only on the number of bushels

placed under the loan and shall be earned by the producer, (1) if the flaxseed is delivered to the Commodity Credit Corporation on or after June 30, 1944, or (2) if, pursuant to demand by the Corporation for repayment, the flaxseed is delivered to the Commodity Credit Corporation prior to June 30, 1944, provided such demand for repayment was not due to any fraudulent representations on the part of the producer, or the flaxseed was damaged, threatened with damage, abandoned, or otherwise impaired. If delivery is made prior to June 30, 1944, with the consent or approval of the Commodity Credit Corporation, a storage payment will be earned in accordance with the terms of the mortgage supplement. Earned storage shall be computed after delivery has been completed and any storage advance not earned shall be repaid to the Corporation. Storage payment cannot be earned on a greater number of bushels than is specified in the chattel mortgage.

§ 235.7 *Chattel mortgages.* All documents must be carefully examined as to compliance with State requirements.

§ 235.8 *Public warehouses.* Commodity Credit Corporation will accept only negotiable insured warehouse receipts, covering flaxseed pledged as collateral to notes on C. C. C. Grain Form B, issued by any public grain warehouse which has executed the Uniform Grain Storage Agreement, amended to cover flaxseed. Warehousemen desiring approval should communicate with the Commodity Credit Corporation office serving the area, at which office a list of approved warehouses and their locations is available. A list of approved warehouses for the area may also be obtained at any State or county agricultural conservation office. Approved warehousemen shall not issue and have outstanding at any time warehouse receipts in excess of the normal working capacity or licensed capacity of the warehouse. Warehousemen shall be required to deliver either the identical flaxseed or country-run flaxseed equal to that described in the warehouse receipts and accompanying certificates or documents.

§ 235.9 *Warehouse receipts.* Warehouse receipts must be issued in the name of the producer, must be dated on or prior to the date of the related note, must be properly assigned by an endorsement in blank so as to vest title in the holder, and must be issued by approved warehousemen. Unless the warehouse receipts are stamped or printed "insured" there must be attached or included in the certificate of the warehouseman the statement that the flaxseed is insured for not less than the market value, against the hazards of fire, lightning, inherent explosion, windstorm, cyclone, and tornado. Commodity Credit Corporation will not accept warehouse receipts indicating any lien for charges prior to unloading in or delivery to the warehouse issuing such receipts. Lien for storage charges will be recognized by Commodity Credit Corporation only from May 15, 1943, or the dates of the warehouse receipts, which-

ever is later. Such receipts must set out in their written or printed terms the gross weight or bushels, the grade, the percentage of sound flaxseed, test weight, and all other facts and statements required to be stated in the written or printed terms of the negotiable warehouse receipts under the provisions of section 2 of the Uniform Warehouse Receipts Act, or be accompanied by a certificate of the warehouseman, identified to such warehouse receipts, setting out such information, and shall be based on the inbound movement or delivery of the grain to an approved warehouse.

§ 235.10 *Liens.* The flaxseed collateral must be free and clear of all liens except in favor of the lienholders listed in the space provided therefor in the chattel mortgage or note and loan agreement. The names of the holders of all existing liens on the pledged or mortgaged flaxseed, such as landlord, laborers, threshers, or mortgagees, must be listed in the space provided therefor in the mortgage or loan agreement. The waiver and consent to the pledge or mortgage of the flaxseed and the payment of the proceeds of the loan and the proceeds of the sale of the flaxseed solely to the producer, as contained in the mortgage or loan agreement, must be signed personally by all lienholders listed or by their duly authorized agents; or, if a corporation, by the designated officer thereof customarily authorized to execute such instruments. (In lieu of signing the section of the chattel mortgage or loan agreement entitled "List of Lienholders and Their Waivers and Consent to Pledge," lienholders may sign a separate form which must completely identify the related note.) The producer will direct in the notes that the proceeds of the loan be made payable to him and/or such other person or concern as he may direct thereon. Producers should read carefully all real estate or other mortgages previously given by them in order to determine whether or not crops are covered thereby. Any fraudulent misrepresentation of fact made in the execution of the note and related forms shall render the producer personally liable for the amount of the loan and subject to the provisions of the United States Criminal Code.

§ 235.11 *County agricultural conservation committees.* Forms will be obtained from county agricultural conservation committees or from the office of Commodity Credit Corporation. The producers' notes contain approvals which should not bear a date prior to the date of the note or loan agreement and which must be signed in each instance by a member of the county agricultural conservation committee of the county in which the flaxseed was produced, for warehoused flaxseed, and the county in which the flaxseed is stored, for farm-stored flaxseed. Pursuant to instructions issued by the Secretary of Agriculture, the State and county committees will determine, or cause to be determined, the quantity and grade of the flaxseed collateral and the amount of the loan. All loan documents will be completed and approved by the county com-

mittee, who will retain copies of all documents except the producer's note. In order to meet the cost of the local expenses, county agricultural conservation associations will collect a service fee for all loans.

§ 235.12 *Source of loans.* Loans may be obtained from banks and other local lending agencies, which in turn may sell the paper evidencing such loans to Commodity Credit Corporation. Producers may also obtain loans direct from the Corporation on notes made payable to the Corporation, which shall be delivered (or postmarked prior to February 1, 1944) to the office serving the area in which the flaxseed is stored. Upon approval of the loan by Commodity Credit Corporation, payment will be made pursuant to the directions of the producer as set forth in the note.

§ 235.13 *Purchase of loans.* Commodity Credit Corporation will purchase, without recourse, eligible paper, as defined above, only from lending agencies which have executed, and delivered to the office of Commodity Credit Corporation to which notes are submitted, Con-

tract to Purchase, 1940 C. C. C. Form E, obtainable only from such offices.

Notes held by lending agencies must be tendered to Commodity Credit Corporation for immediate or deferred purchase within 10 days of written request, or at least 10 days prior to maturity in the absence of written demand. The purchase price to be paid by Commodity Credit Corporation for notes accepted will be the face amount of such notes, plus accrued interest from the respective dates to the date of payment of the purchase price at the rate of 1½ percent per annum. Under the terms of the Contract to Purchase, lending agencies are required to report weekly, on 1940 C. C. C. Form F, all payments or collections on producers' notes held by them, and to remit with such report to Commodity Credit Corporation an amount equivalent to 1½ percent interest per annum on the principal amount collected from the date of the note to the date of payment.

§ 235.14 *Offices of Commodity Credit Corporation.* The locations and addresses of the regional directors previously referred to herein, and the areas served by them under these instructions, are:

Address	Area
208 South La Salle St., Chicago, Ill.....	Delaware, Illinois (except East St. Louis), Indiana, Eastern Iowa, Kentucky, Maryland, Michigan, New York, Ohio, Pennsylvania, Tennessee, Virginia, West Virginia, Southern Wisconsin, and States not otherwise listed.
Dwight Building, 1004 Baltimore Ave., Kansas City, Mo.	Alabama, Arkansas, Colorado, Georgia, Florida, Western Iowa, Kansas, Louisiana, Mississippi, Missouri (also East St. Louis), Nebraska, New Mexico, Oklahoma, South Carolina, Texas, Wyoming.
326 McKnight Building, Minneapolis, Minn..	Minnesota, Montana, North Dakota, South Dakota, Northern Wisconsin.
Artisans Building, 225 Southwest Broadway, Portland, Oreg.	Arizona, California, Idaho, Nevada, Oregon, Utah, Washington.

§ 235.15 *Release of collateral.* The producer may obtain the return of notes secured by flaxseed at any time prior to maturity, upon the payment of the principal amount due thereon, plus accrued interest. The loan paper may be sent to an approved bank for collection, or the producer may ascertain the amount due and remit directly to the office of Commodity Credit Corporation holding the paper. Partial releases of collateral will be made as follows:

(a) In the case of farm-stored flaxseed, the producer must identify to Commodity Credit Corporation the seal number of the bin to be released. Such release must cover all the flaxseed in any one bin. Such release will be made upon payment of the loan value plus storage advances and accrued interest on the particular bin of flaxseed.

(b) In the case of elevator-stored flaxseed, producers desiring to obtain partial release should notify the office of Commodity Credit Corporation serving the area in which the flaxseed is stored, describing the flaxseed to be released by warehouse receipt numbers. Each partial release must cover all the flaxseed under one warehouse receipt. The warehouse receipt representing flaxseed will be released against payment of

the amount loaned on the flaxseed to be released, plus interest on such amount.

Dated: May 5, 1943.

[SEAL]

J. B. HUTSON,
President.

[F. R. Doc. 43-10396; Filed, June 28, 1943; 4:41 p. m.]

[1943 C. C. C. Hay and Pasture Seed Form I]

PART 236—1943 HAY AND PASTURE SEED
LOANS

INSTRUCTIONS CONCERNING HAY AND PASTURE
SEED LOANS

Commodity Credit Corporation has authorized the making of loans on hay and pasture seed, stored in approved warehouses, in accordance with these instructions.

GENERAL INSTRUCTIONS

- Sec.
- 236.1 Eligible producer.
 - 236.2 Eligible seed.
 - 236.3 Lending agency.
 - 236.4 Liens.
 - 236.5 County agricultural conservation committees.
 - 236.6 Offices of the Regional Directors of Commodity Credit Corporation.

SPECIAL INSTRUCTIONS PERTAINING TO LOANS

- Sec.
- 236.11 Seed specifications.
 - 236.12 Discounts for low quality seed.
 - 236.13 Certified improved varieties.
 - 236.14 Charges to be paid by producer.
 - 236.15 Maturity.
 - 236.16 Source of loans.
 - 236.17 Purchase of loans.
 - 236.18 Release of collateral.

AUTHORITY: §§ 236.1 to 236.18, inclusive, issued under sec. 302 of the Agricultural Adjustment Act of 1938, as amended (52 Stat. 43; 7 U.S.C. 1940 ed., 1302).

GENERAL INSTRUCTIONS

§ 236.1 *Eligible producer.* Any person, partnership, association, or corporation producing or harvesting hay and pasture seed in 1943 as landowner, landlord, tenant, or custom harvester, on a farm that has met 90 percent of its war crop goal.

§ 236.2 *Eligible seed.* (a) Any seed specified herein, produced in 1943, cleaned to meet the specifications as given for weeds and other crop seed and complying with the Federal Seed Law and the State Seed Law in the State where the seed is processed.

(b) Any seed specified herein that can be cleaned to meet the specifications as given for weed and other crop seed and complying with the Federal Seed Law and the State Seed Law in the State where the seed is processed.

§ 236.3 *Lending agency.* Any bank, cooperative marketing association, or other corporation, partnership, or person, which has executed a Contract to Purchase (1940 C. C. C. Form E), and filed such contract with a regional office of Commodity Credit Corporation.

§ 236.4 *Liens.* Hay and pasture seed offered as collateral must be free and clear of all liens except in favor of the lienholders listed in the space provided therefor in the note and loan agreement. The names of all existing lienholders such as landlord, laborers, threshers, or mortgagees, must be listed in the space provided therefor in the note and loan agreement. The waiver and consent to sell or mortgage the hay and pasture seed and payment of the proceeds to the producer, as contained in the note and loan agreement, must be signed personally by all lienholders listed, or by their duly authorized agents; or, if a corporation, by an officer thereof customarily authorized to execute such instruments. Waivers of lienholders may be executed on separate instruments if complete identification of the commodity and the producer is shown.

§ 236.5 *County agricultural conservation committees.* Local county agricultural conservation committees will administer the loan program within a county and will determine eligibility of producers and harvesters. All loan forms will be obtainable from offices of county committees and must be approved by the committee prior to disbursement of proceeds. A service fee of \$1.00, or one-half percent of the net amount of the loan, whichever is larger, will be collected by the county committee, in connection with each loan, to cover the ex-

penses incurred in the operation of the program.

§ 236.6 *Offices of the Regional Directors of Commodity Credit Corporation.*

Address of Regional Director	Area
208 South La Salle St., Chicago, Ill.	Connecticut, Delaware, Illinois (except East St. Louis), Indiana, Iowa, Kentucky, Maryland, Maine, Massachusetts, Michigan, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, Tennessee, Vermont, Virginia, and West Virginia.
1004 Baltimore Ave., Kansas City, Mo.	Alabama, Arkansas, Colorado, Florida, Georgia, Kansas, Louisiana, Mississippi, Missouri, (also East St. Louis), Nebraska, New Mexico, Oklahoma, South Carolina, Texas, and Wyoming.
326 McKnight Building, Minneapolis, Minn.	Minnesota, Montana, North Dakota, South Dakota, and Wisconsin.
Artisans Building, 225 Southwest Broadway, Portland, Oreg.	Arizona, California, Idaho, Nevada, Oregon, Utah, and Washington.

The offices of the regional directors referred to herein and the areas served by them under these instructions are shown below:

§ 236.15 *Maturity.* Loans on eligible hay and pasture seed will be available after the 1943 harvest begins and through December 31, 1943. Loans will mature on demand, but not later than April 30, 1944.

§ 236.16 *Source of loans.* Loans may be obtained through banks and other lending agencies as defined in section 236.3 hereof, or direct from the Commodity Credit Corporation.

§ 236.17 *Purchase of loans.* Commodity Credit Corporation will purchase, without recourse, notes approved by county agricultural adjustment agency committees evidencing loans only from lending agencies which have executed and delivered to a regional office of Commodity Credit Corporation, Contract to Purchase (1940 C. C. C. Form E). Notes held by lending agencies must be tendered to the Commodity Credit Corporation for immediate or deferred purchase within 10 days of written request or at least 10 days prior to maturity in the absence of written demand. The purchase price to be paid by Commodity Credit Corporation for notes accepted will be the outstanding face amount of such notes, plus accrued interest from the date of disbursement by the lending agency to the date of payment of the purchase price at the rate of 1½% per annum. Under the terms of the Contract to Purchase, lending agencies are required to report weekly on 1940 C. C. C. Form F all repayments or collections on producers' notes held by them, and to remit with such report to the office of Commodity Credit Corporation an amount equivalent to 1½% per annum on the principal amount collected from the date of disbursement by the lending agency to the date of repayment.

§ 236.18 *Release of collateral.* A borrower may obtain the return of his note and redeem the collateral at any time prior to delivery of the collateral to Commodity Credit Corporation upon payment of the principal amount due thereon, plus accrued interest at the rate of 3 percent per annum. Borrowers may repay directly notes that are held by lending agencies or, if the notes are held by Commodity Credit Corporation, they may request that notes be forwarded to a local bank for collection, or remit an amount sufficient to pay the outstanding principal, and interest. Partial payment of a note and partial release of collateral may be arranged with the county agricultural conservation committee.

Dated: May 12, 1943.

[SEAL]

J. B. HUTSON,
President.

SPECIAL INSTRUCTIONS PERTAINING TO LOANS

Hay and pasture seed otherwise eligible for a loan, as specified herein, are eligible under the following terms and conditions and at the prices as stated in Tables Nos. 1 and 2 attached:

§ 236.11 *Seed specifications.* Northern and central regional areas based on adaptation and yield are recognized for alfalfa. The northern region includes all producing areas north of the southern boundaries of Oregon, Idaho, Wyoming, and Nebraska, and eastward above the 40th degree of latitude. The central region includes all the producing areas south of the northern region and north of the 37th degree latitude (excluding the California area north of the 37th degree latitude, but including approved origin alfalfa seed in Oklahoma tagged and sealed with the official tags and seals of the Oklahoma Crop Improvement Association), except as specified under certified improved varieties.

germination specifications will be eligible for a loan at the loan rate established in the basic specifications attached hereto. Seed of lower quality than that established in the basic pure seed and germination specifications attached hereto will be eligible for a loan at the discounts as established in the attached schedule of rates for low quality seed. Seed not meeting the pure seed and germination specifications as established in the attached schedule of rates for low quality seed shall not be eligible for a loan.

§ 236.13 *Certified improved varieties.* Improved varieties or strains of hay and pasture species designated by State Agricultural Experiment Stations in cooperation with State seed certifying agencies, and Bureau of Plant Industry, Soils and Agricultural Engineering, will be eligible for a loan as "certified improved varieties." Seed of these improved varieties or strains are to be certified by the State seed certifying agency of the State where grown, providing the standards and procedures for certification of the respective States are approved by the executive committee of the International Crop Improvement Association, or its designated agent.

Certified seed of improved varieties and strains as adapted and defined above are eligible for loan in all States.

State and Federal lists of certified improved varieties or strains eligible for loan and a list of State seed certifying agencies will be furnished by Commodity Credit Corporation.

§ 236.14 *Charges to be paid by producer.* Costs of cleaning, bagging, tagging, and transportation to approved warehouses, are to be borne by the producer. Such costs should not exceed the charges stated in Hay and Pasture Seed Form A signed by seed processors.

Red clover (medium double-cut) and mammoth (single-cut) will be eligible for loan except that seed produced west of the 119th degree longitude will not be eligible, except as specified under certified improved varieties.

All seed is to be labeled and must meet the noxious weed seed requirements of the State in which the seed is produced, or, in event of interstate shipment for storage or cleaning, to be labeled to meet the requirements of the Federal Seed Act and the noxious weed seed requirements of the State into which the seed is shipped: *Provided*, That no loan will be made if the seed contains seed of white top, Canada thistle, dodder, quackgrass, Johnson grass, bindweed, Russian knapweed, perennial sow thistle, or leafy spurge, singly or combined in excess of 45 seeds per pound.

§ 236.12 *Discounts for low quality seed.* Seed meeting the pure seed and

TABLE NO. 1

The following table shows basic specifications for percentage of seed purity, germination, pure live seed, maximum weed content, maximum mixture of other crops, and loan rate for the various crop seeds.

Seed	Pure seed	Germination ¹	Loan rate		Maximum weed seed	Maximum other crops
			Common	Certified improved varieties		
Alfalfa (Medicago sativa) Northern.....	Pct. 98	Pct. 90	Cents per lb. 30	Cents per lb. 37	Pct. 1	Pct. 5
Central.....	98	90	28	35	1	5
Certified Improved Varieties In other Areas.....	98	90	28	35	1	5
Oklahoma "approved origin".....	98	90	28	35	1	5
Red Clover (Trifolium pratense).....	98	90	25	31	1	5
Biennial White Sweetclover (Melilotus alba).....	98	88	7	13	1	5
Biennial Yellow Sweetclover (Melilotus officinalis).....	98	88	6	12	1	5
Biennial Mixed Sweetclover (Melilotus sp.).....	98	88	5	11	1	5
Alsike Clover (Trifolium hybridum).....	97	90	22	27	1	5
Timothy (Phleum pratense).....	99	90	4.5	9	.5	4.5
Smooth Bromegrass (Bromus inermis).....	92	85	11	15	1	5
Orchard Grass (Dactylis glomerata).....	85	85	18	23	2	5
Crested Wheatgrass (Agropyron cristatum).....	90	90	10	10	2	5
Blue Grama (Bouteloua gracilis).....	40	10	10	10	2	5
Side Oats Grama (B. curtipendula).....	25	10	10	10	2	5
Buffalo Grass (Buchloe daetyloides).....	80	50	50	50	2	5
Bermuda Grass (Cynodon dactylon).....	90	80	20	40	1.5	5
Dallis Grass (Paspalum dilatatum).....	72	70	20	30	.5	5
Bahia Grass (Paspalum notatum).....	97	90	10	15	2	5
Meadow Fescue (Festuca elatior).....	95	85	10	10	.5	5
Slender Wheatgrass (Agropyron trachycaulum).....	80	80	8	8	2	5
Western Wheatgrass (A. smithii).....	98	90	65	65	.5	1
Ladino Clover (Trifolium repens var. Ladino).....						

- ¹ Percentage of germination and pure live seed includes hard seed.
- ² Not more than 2% of sweet clover.
- ³ Not more than 15% of hard seed.
- ⁴ Except white clover seed.
- ⁵ Not in excess of 30% of seeds with hulls removed.
- ⁶ Except Alsike clover seed.
- ⁷ Not to exceed 25% hard.
- ⁸ Pure live seed must not be lower than 30%.

TABLE NO. 2—SCHEDULE OF LOAN RATES PER 100 POUNDS FOR SEED NOT MEETING SPECIFICATIONS FOR LOAN AT BASIC RATES

ALFALFA, NORTHERN COMMON
[Difference of 1% Pure Seed=3% or \$.90 Deduction. Difference of 5% Germination=5% or \$1.50 Deduction]

Pure seed	Germination and hard seed		
	90 to 100%	85 to 90%	80 to 85%
98%.....	\$30.00	\$28.50	\$27.00
97%.....	29.10	27.60	26.10
96%.....	28.20	26.70	25.20
95%.....	27.30	25.80	24.30
94%.....	26.40	24.90	23.40

RED CLOVER
[Difference of 1% Pure Seed=3% or \$.75 Deduction. Difference of 5% Germination=5% or \$1.25 Deduction]

Pure seed	Germination and hard seed		
	90 to 100%	85 to 90%	80 to 85%
98%.....	\$25.00	\$23.75	\$22.50
97%.....	24.25	23.00	21.75
96%.....	23.50	22.25	21.00
95%.....	22.75	21.50	20.25
94%.....	22.00	20.75	19.50

BIENNIAL YELLOW SWEETCLOVER
[Difference of 1% Pure Seed=3% or \$.18 Deduction. Difference of 5% Germination=5% or \$.30 Deduction]

Pure seed	Germination and hard seed			
	88 to 100%	85 to 88%	80 to 85%	75 to 80%
98%.....	\$6.00	\$5.82	\$5.52	\$5.22
97%.....	5.82	5.64	5.34	5.04
96%.....	5.64	5.46	5.16	4.86
95%.....	5.46	5.28	4.98	4.68
94%.....	5.28	5.10	4.80	4.50

ALFALFA, CENTRAL COMMON¹
[Difference of 1% Pure Seed=3% or \$.84 Deduction. Difference of 5% Germination=5% or \$1.40 Deduction]

Pure seed	Germination and hard seed		
	90 to 100%	85 to 90%	80 to 85%
98%.....	\$28.00	\$26.60	\$25.20
97%.....	27.16	25.76	24.36
96%.....	26.32	24.92	23.52
95%.....	25.48	24.08	22.68
94%.....	24.64	23.24	21.84

¹ Includes Oklahoma approved origin seed.
BIENNIAL WHITE SWEETCLOVER
[Difference of 1% Pure Seed=3% or \$.21 Deduction. Difference of 5% Germination=5% or \$.35 Deduction]

Pure seed	Germination and hard seed			
	88 to 100%	85 to 88%	80 to 85%	75 to 80%
98%.....	\$7.00	\$6.79	\$6.44	\$6.09
97%.....	6.79	6.58	6.23	5.88
96%.....	6.58	6.37	6.02	5.67
95%.....	6.37	6.16	5.81	5.46
94%.....	6.16	5.95	5.60	5.25

BIENNIAL MIXED SWEETCLOVER
[Difference of 1% Pure Seed=3% or \$.15 Deduction. Difference of 5% Germination=5% or \$.25 Deduction]

Pure seed	Germination and hard seed			
	88 to 100%	85 to 88%	80 to 85%	75 to 80%
98%.....	\$5.00	\$4.85	\$4.60	\$4.35
97%.....	4.85	4.70	4.45	4.20
96%.....	4.70	4.55	4.30	4.05
95%.....	4.55	4.40	4.15	3.90
94%.....	4.40	4.25	4.00	3.75

ALSIKE

[Difference of 1% Pure Seed=3% or \$.66 Deduction. Difference of 5% Germination=5% or \$1.10 Deduction]

Pure seed	Germination and hard seed		
	90 to 100%	85 to 90%	80 to 85%
97%.....	\$22.00	\$20.90	\$19.80
96%.....	21.34	20.24	19.14
95%.....	20.68	19.58	18.48
94%.....	20.02	18.92	17.82

SMOOTH BROMEGRASS
[Difference of 2% Pure Seed=5% or \$.55 Deduction. Difference of 5% Germination=5% or \$.55 Deduction]

Pure seed	Germination		
	85 to 100%	80 to 85%	75 to 80%
92%.....	\$11.00	\$10.45	\$9.90
90%.....	10.45	9.90	9.35
88%.....	9.90	9.35	8.80
86%.....	9.35	8.80	8.25

CRESTED WHEATGRASS
[Difference of 2% Pure Seed=5% or \$.50 Deduction. Difference of 5% Germination=5% or \$.50 Deduction]

Pure seed	Germination				
	90 to 100%	85 to 90%	80 to 85%	75 to 80%	70 to 75%
90%.....	\$10.00	\$9.50	\$9.00	\$8.50	\$8.00
88%.....	9.50	9.00	8.50	8.00	7.50
86%.....	9.00	8.50	8.00	7.50	7.00
84%.....	8.50	8.00	7.50	7.00	6.50
82%.....	8.00	7.50	7.00	6.50	6.00
80%.....	7.50	7.00	6.50	6.00	5.50

TIMOTHY
[Difference of 1% Pure Seed=5% or \$.22 Deduction. Difference of 5% Germination=5% or \$.22 Deduction]

Pure Seed	Germination		
	90 to 100%	85 to 90%	80 to 85%
99%.....	\$4.50	\$4.27	\$4.05
98%.....	4.27	4.05	3.82
97%.....	4.05	3.82	3.60
96%.....	3.82	3.60	3.37
95%.....	3.60	3.37	3.15
94%.....	3.37	3.15	2.92

ORCHARD GRASS
[Difference of 5% Pure Seed=10% or \$1.80 Deduction. Difference of 5% Germination=5% or \$.90 Deduction]

Pure seed	Germination			
	85 to 100%	80 to 85%	75 to 80%	70 to 75%
85%.....	\$18.00	\$17.10	\$16.20	\$15.30
80%.....	16.20	15.30	14.40	13.50
75%.....	14.40	13.50	12.60	11.70
70%.....	12.60	11.70	10.80	9.90

BLUE GRAMA
[Difference of 5% Pure Seed=12.5% or \$1.25 Deduction]

Pure seed (percent):	
40.....	\$10.00
35.....	8.75
30.....	7.50
25.....	6.25

SIDE OATS GRAMA
[Difference of 5% Pure Seed=20% or \$2.00 Deduction]

Pure seed (percent):	
25.....	\$10.00
20.....	8.00
15.....	6.00

BERMUDA GRASS

[Difference of 2% Pure Seed=5% or \$1.00 Deduction.
Difference of 5% Germination=5% or \$1.00 Deduction]

Pure seed	Germination		
	80 to 100%	75 to 80%	70 to 75%
90%-----	\$20.00	\$19.00	\$18.00
88%-----	19.00	18.00	17.00
86%-----	18.00	17.00	16.00
84%-----	17.00	16.00	15.00

BAHIA GRASS

[Difference of 5% Pure Seed=5% or \$1.00 Deduction.
Difference of 5% Germination=5% or \$1.00 Deduction]

Pure seed	Germination		
	70 to 100%	65 to 70%	60 to 65%
72%-----	\$20.00	\$19.00	\$18.00
67%-----	19.00	18.00	17.00
62%-----	18.00	17.00	16.00

BUFFALO GRASS

[Difference of 5% Pure Seed=10% or \$5.00 Deduction]

Pure seed (percent):	
80-----	\$50.00
75-----	45.00
70-----	40.00
65-----	35.00
60-----	30.00

DALLIS GRASS

Price per 100 pounds for seed of following quality or its equivalent in pure live seed to be determined by multiplying the percentages of germination and pure seed and dividing the product by 100]

Pure live seed (percent):	
30-----	\$20.00
28-----	19.00
26-----	18.00
24-----	17.00
22-----	16.00
20-----	15.00

MEADOW FESCUE

[Difference of 1% Pure Seed=5% or \$.50 Deduction.
Difference of 5% Germination=5% or \$.50 Deduction]

Pure Seed	Germination		
	90 to 100%	85 to 90%	80 to 85%
97%-----	\$10.00	\$9.50	\$9.00
96%-----	9.50	9.00	8.50
95%-----	9.00	8.50	8.00
94%-----	8.50	8.00	7.50
93%-----	8.00	7.50	7.00

SLENDER WHEATGRASS

[Difference of 2% Pure Seed=5% or \$.50 Deduction.
Difference of 5% Germination=5% or \$.50 Deduction]

Pure Seed	Germination		
	85 to 100%	80 to 85%	75 to 80%
96%-----	\$10.00	\$9.50	\$9.00
95%-----	9.50	9.00	8.50
91%-----	9.00	8.50	8.00
89%-----	8.50	8.00	7.50

WESTERN WHEATGRASS (BLUESTEM)

[Difference of 5% Pure Seed=5% or \$.40 Deduction.
Difference of 5% Germination=5% or \$.40 Deduction]

Pure seed	Germination				
	80 to 100%	75 to 88%	70 to 75%	65 to 70%	60 to 65%
80%-----	\$8.00	\$7.60	\$7.20	\$6.80	\$6.40
78%-----	7.60	7.20	6.80	6.40	6.00
70%-----	7.20	6.80	6.40	6.00	5.60
68%-----	6.80	6.40	6.00	5.60	5.20

LADINO CLOVER

[Difference of 1% Pure Seed=2% or \$1.30 Deduction.
Difference of 5% Germination=5% or \$3.25 Deduction]

Pure seed	Germination and hard seed		
	90 to 100%	85 to 90%	80 to 85%
98%-----	\$65.00	\$61.75	\$58.50
97%-----	63.70	60.45	57.20
96%-----	62.40	59.15	55.90
95%-----	61.10	57.85	54.60
94%-----	59.80	56.55	53.30

CERTIFIED IMPROVED VARIETIES ALFALFA, NORTHERN AREA

[Difference of 1% Pure Seed=3% or \$1.11 Deduction.
Difference of 5% Germination=5% or \$1.85 Deduction]

Pure seed	Germination and hard seed		
	90 to 100%	85 to 90%	80 to 85%
98%-----	\$37.00	\$35.15	\$33.30
97%-----	35.89	34.04	32.19
96%-----	34.78	32.93	31.08
95%-----	33.67	31.82	29.97
94%-----	32.56	30.71	28.86

CERTIFIED IMPROVED VARIETIES ALFALFA, ALL AREAS EXCEPT NORTHERN

[Difference of 1% Pure Seed=3% or \$1.05 Deduction.
Difference of 5% Germination=5% or \$1.75 Deduction]

Pure seed	Germination and hard seed		
	90 to 100%	85 to 90%	80 to 85%
98%-----	\$35.00	\$33.25	\$31.50
97%-----	33.95	32.20	30.45
96%-----	32.90	31.15	29.40
95%-----	31.85	30.10	28.35
94%-----	30.80	29.05	27.30

CERTIFIED IMPROVED VARIETIES RED CLOVER IN ALL AREAS

[Difference of 1% Pure Seed=3% or \$.93 Deduction.
Difference of 5% Germination=5% or \$1.55 Deduction]

Pure seed	Germination and hard seed		
	90 to 100%	85 to 90%	80 to 85%
98%-----	\$31.00	\$29.45	\$27.90
97%-----	30.07	28.52	26.97
96%-----	29.14	27.59	26.04
95%-----	28.21	26.66	25.11
94%-----	27.28	25.73	24.18

CERTIFIED IMPROVED VARIETIES BIENNIAL WHITE SWEETCLOVER

[Difference of 1% Pure Seed=3% or \$.39 Deduction.
Difference of 5% Germination=5% or \$.65 Deduction]

Pure seed	Germination and hard seed			
	88 to 100%	85 to 90%	80 to 85%	75 to 80%
98%-----	\$13.00	\$12.61	\$11.96	\$11.31
97%-----	12.61	12.22	11.57	10.92
96%-----	12.22	11.83	11.18	10.53
95%-----	11.83	10.44	9.79	9.14
94%-----	10.44	10.05	9.40	8.75

CERTIFIED IMPROVED VARIETIES TIMOTHY

[Difference of 1% Pure Seed=5% or \$.45 Deduction.
Difference of 5% Germination=5% or \$.45 Deduction]

Pure seed	Germination		
	90 to 100%	85 to 90%	80 to 85%
99%-----	\$9.00	\$8.55	\$8.10
98%-----	8.55	8.10	7.65
97%-----	8.10	7.65	7.20
96%-----	7.65	7.20	6.75
95%-----	7.20	6.75	6.30
94%-----	6.75	6.30	5.85

CERTIFIED IMPROVED VARIETIES BIENNIAL YELLOW SWEETCLOVER

[Difference of 1% Pure Seed=3% or \$.36 Deduction.
Difference of 5% Germination=5% or \$.60 Deduction]

Pure seed	Germination and hard seed			
	88 to 100%	85 to 90%	80 to 85%	75 to 80%
98%-----	\$12.00	\$11.64	\$11.04	\$10.44
97%-----	11.64	11.28	10.68	10.08
96%-----	11.28	10.92	10.32	9.72
95%-----	10.92	10.56	9.96	9.36
94%-----	10.56	10.20	9.60	9.00

CERTIFIED IMPROVED VARIETIES SMOOTH BROMEGRASS

[Difference of 2% Pure Seed=5% or \$.75 Deduction.
Difference of 5% Germination=5% or \$.75 Deduction]

Pure seed	Germination		
	85 to 100%	80 to 85%	75 to 80%
92%-----	\$15.00	\$14.25	\$13.50
90%-----	14.25	13.50	12.75
88%-----	13.50	12.75	12.00
86%-----	12.75	12.00	11.25

CERTIFIED IMPROVED VARIETIES ORCHARD GRASS

[Difference of 5% Pure Seed=5% or \$1.15 Deduction.
Difference of 5% Germination=5% or \$1.15 Deduction]

Pure seed	Germination			
	85 to 90%	80 to 85%	75 to 80%	70 to 75%
85%-----	\$23.00	\$21.85	\$20.70	\$19.55
80%-----	21.85	20.70	19.55	18.40
75%-----	20.70	19.55	18.40	17.25
70%-----	19.55	18.40	17.25	16.10

CERTIFIED IMPROVED VARIETIES BAHIA GRASS

[Difference of 5% Pure Seed=5% or \$1.50 Deduction.
Difference of 5% Germination=5% or \$1.50 Deduction]

Pure seed	Germination		
	70 to 100%	65 to 70%	60 to 65%
72%-----	\$30.00	\$28.50	\$27.00
67%-----	28.50	27.00	25.50
62%-----	27.00	25.50	24.00

CERTIFIED IMPROVED VARIETIES MEADOW FESCUE

[Difference of 1% Pure Seed=5% or \$.75 Deduction.
Difference of 5% Germination=5% or \$.75 Deduction]

Pure seed	Germination		
	90 to 100%	85 to 90%	80 to 85%
97%-----	\$15.00	\$14.25	\$13.50
96%-----	14.25	13.50	12.75
95%-----	13.50	12.75	12.00
94%-----	12.75	12.00	11.25
93%-----	12.00	11.25	10.50

CERTIFIED IMPROVED VARIETIES BERMUDA GRASS

[Difference of 2% Pure Seed = 5% or \$2.00 Deduction.
Difference of 5% Germination = 5% or \$2.00 Deduction]

Pure seed	Germination		
	80 to 100%	75 to 80%	70 to 75%
98% -----	\$40.00	\$38.00	\$36.00
88% -----	38.00	36.00	34.00
86% -----	36.00	34.00	32.00
84% -----	34.00	32.00	30.00

[F. R. Doc. 43-10397; Filed, June 28, 1943;
4:41 p. m.]

[1943 C. C. C. Bean and Pea Form 1]

PART 237—1943 BEAN AND PEA LOANS AND PURCHASES

INSTRUCTIONS CONCERNING BEAN AND PEA LOANS AND PURCHASES

Commodity Credit Corporation has authorized the making of loans on dry edible beans stored on farms in approved storages or in approved warehouses, or dry edible smooth peas stored in approved warehouses, cleaned and bagged, at country shipping points in accordance with these instructions.

GENERAL INSTRUCTIONS

Sec.

- 237.1 Eligible producer.
237.2 Lending agency.
237.3 Liens.
237.4 County agricultural conservation committees.
237.5 Offices of the Regional Directors of Commodity Credit Corporation.

SPECIAL INSTRUCTIONS PERTAINING TO LOANS

- 237.10 Maturity and interest rate.
237.11 Source of loans.
237.12 Purchase of loans.
237.13 Release of collateral.

BEAN LOANS

- 237.18 Type of loans.
237.19 Eligible beans.
237.20 Farm storage.
237.21 Determination of quantity of beans.
237.22 Loan rates at the farm.
237.23 Warehouse storage.

PEA LOANS

- 237.28 Type of loans.
237.29 Eligible peas.
237.30 Loan rates.

PURCHASES

- 237.35 Dry edible beans.
237.36 Smooth dry edible peas.
237.37 Black-eye peas.

AUTHORITY: §§ 237.1 to 237.37, inclusive, issued under sec. 302 of the Agricultural Adjustment Act of 1938, as amended (52 Stat. 43; 7 U.S.C., 1940 ed., 1302).

§ 237.1 *Eligible producer.* Any person, partnership, association, or corporation, producing dry edible beans, or dry edible smooth peas, on whose farm no deduction has been or will be made from 1943 agricultural conservation program payments for failure to meet 90 percent of the 1943 war crop goal, will be eligible for a loan. No eligibility requirements apply to the purchase program.

§ 237.2 *Lending agency.* Any bank, cooperative marketing association, or other corporation, partnership, or per-

son, which has executed a Contract to Purchase (1940 C. C. C. Form E), and filed such contract with a regional office of the Commodity Credit Corporation.

§ 237.3 *Liens.* Beans or peas offered as collateral must be free and clear of all liens except in favor of the lienholders listed in the space provided therefor in the chattel mortgage. The names of all existing lienholders such as landlord, laborers, threshers, or mortgagees, must be listed in the space provided therefor in the mortgage. The waiver and consent to sell or mortgage the beans and payment of the proceeds to the producer, as contained in the mortgage, must be signed personally by all lienholders listed, or by their duly authorized agents; or, if a corporation, by an officer thereof customarily authorized to execute such instruments. Waivers of lienholders may be executed on separate instruments

if complete identification of the commodity and the producer is shown.

§ 237.4 *County agricultural conservation committees.* Local county agricultural conservation committees will administer the loan program within a county and will determine eligibility of producers of dry edible beans and peas. All loan forms will be obtainable from offices of county committees and must be approved by the committee prior to disbursement of proceeds. A service fee in connection with each loan will be collected by the county committee to cover the expenses incurred in the operation of the program.

§ 237.5 *Offices of the Regional Directors of Commodity Credit Corporation.* The offices of the regional directors referred to herein, and the areas served by them under these instructions, are shown below:

Address of Regional Director	Area
208 South La Salle St., Chicago, Ill.-----	Connecticut, Delaware, Illinois, Indiana, Iowa, Kentucky, Maine, Maryland, Massachusetts, Michigan, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, Tennessee, Vermont, Virginia, and West Virginia.
1004 Baltimore Ave., Kansas City, Mo.-----	Alabama, Arkansas, Colorado, Florida, Georgia, Kansas, Louisiana, Mississippi, Missouri, Nebraska, New Mexico, Oklahoma, South Carolina, Texas, and Wyoming.
326 McKnight Bldg., Minneapolis, Minn.-----	Minnesota, Montana, North Dakota, South Dakota, and Wisconsin.
Artisans Bldg., 225 Southwest Broadway, Portland, Oreg.	Arizona, California, Idaho, Nevada, Oregon, Utah, and Washington.

SPECIAL INSTRUCTIONS PERTAINING TO LOANS

§ 237.10 *Maturity and interest rate.* Loans on dry edible beans and peas will be available through December 31, 1943 and will mature on demand, but in no event later than April 30, 1944. All loans will bear interest at the rate of 3 percent per annum. Consent for storage of beans stored on the farm until July 1, 1944 will be required.

§ 237.11 *Source of loans.* Loans may be obtained through banks and other lending agencies, as defined in section 237.2 hereof, or direct from the Commodity Credit Corporation.

§ 237.12 *Purchase of loans.* Commodity Credit Corporation will purchase, without recourse, notes evidencing loans only from lending agencies which have executed and delivered to a regional office of Commodity Credit Corporation, Contract to Purchase (1940 C. C. C. Form E). Notes held by lending agencies must be tendered to the Commodity Credit Corporation for immediate or deferred purchase within 10 days of written request, or at least 10 days prior to maturity in the absence of written demand. The purchase price to be paid by Commodity Credit Corporation for notes accepted will be the outstanding face amount of such notes, plus accrued interest from the date of disbursement by the lending agency to the date of payment of the purchase price at the rate of 1½ percent per annum. Under the terms of the Contract to Purchase, lending agencies are required to report weekly, on 1940 C. C. C. Form F, all re-

payments or collections on producer's notes held by them, and to remit, with such report, to the office of Commodity Credit Corporation, an amount equivalent to 1½ percent per annum on the principal amount collected from the date of disbursement by the lending agency to the date of repayment.

§ 237.13 *Release of collateral.* A borrower may obtain the return of his note and redeem the collateral at any time prior to delivery of the collateral to Commodity Credit Corporation upon payment of the principal amount due thereon, plus accrued interest. Borrowers may repay directly notes that are held by lending agencies, or, if the notes are held by Commodity Credit Corporation, they may request that notes be forwarded to a local bank for collection, or remit an amount sufficient to pay the outstanding principal and interest. Partial payment of a note and partial release of collateral may be arranged with the county agricultural conservation committee.

BEAN LOANS

§ 237.18 *Type of loans.* Loans will be made on beans when stored in approved warehouses, or when stored on the farm in acceptable storage structures, in all States except (Alabama, Arkansas, Florida, Georgia, Louisiana, Mississippi, Oklahoma, South Carolina, and Texas).

Warehouse loans will be made on a note and loan agreement basis, and may be satisfied by payment of the amount of the loan plus interest, or by surren-

der of the warehouse receipts to Commodity Credit Corporation.

Loans on farm-stored beans will be made on a note and chattel mortgage basis, and may be satisfied by payment of the loan plus interest, or by delivery of the beans to Commodity Credit Corporation at an assembling point specified by Commodity Credit Corporation. Such assembling point shall be a place where beans can be cleaned, bagged, and tagged, and loaded for shipment according to approved charges.

§ 237.19 *Eligible beans.* Eligible beans shall be beans of any class except for classes Tepary and Mixed, produced in 1943 by an eligible producer, grading not more than 10 percent defect, and having a moisture content of not in excess of 18 percent.

§ 237.20 *Farm storage.* Beans shall have been stored in the granary for a sufficient time to insure safe storage, as determined by the county committee, prior to inspection for measurement, sampling, and sealing. In accordance with regulations issued by the Secretary of Agriculture, the State and county agricultural conservation committees will

inspect and approve storage facilities, and will arrange for measuring, sampling, grading, and sealing the bean collateral in approved structures. Chattel mortgages covering farm-stored beans must be executed and filed in accordance with the applicable State law. Where the borrower is a tenant, the expiration date of the lease must be given in the chattel mortgage and, if such date is prior to July 1, 1944, the landlord must execute the Consent for Storage in the chattel mortgage. The Consent for Storage Agreement must also be executed by any other party or parties entitled to possession prior to July 1, 1944. Each producer must designate in the chattel mortgage an assembling point reasonably convenient for the delivery of the beans, as determined by the county committee. A separate note and chattel mortgage must be submitted for beans stored on each quarter section of land.

§ 237.21 *Determination of quantity of beans.* Loans shall be made at values expressed in cents per 100 pounds. The quantity of bulk beans stored in bins on farms shall be determined on the percentage of dockage free beans, as follows:

U. S. Nos. 1, 2, and 3.....	Cubic feet in bin divided by 2.1.
U. S. Substandard 7% defect.....	Cubic feet in bin divided by 2.1 times 98%.
U. S. Substandard 8% defect.....	Cubic feet in bin divided by 2.1 times 96%.
U. S. Substandard 9% defect.....	Cubic feet in bin divided by 2.1 times 94%.
U. S. Substandard 10% defect.....	Cubic feet in bin divided by 2.1 times 92%.

In the event beans are stored in sacks on farms, they shall be weighed and properly sampled, and the percentage of dockage plus estimated weight of sacks shall be deducted from total weights for U. S. Nos. 1, 2, and 3. For U. S. Substandard, determine weights as for U. S. Standard Nos. 1, 2, and 3, and apply same percentage factors as for bulk beans in table above.

§ 237.22 *Loan rates at the farm.* Loan rates at the farm shall be as follows:

	Per 100 lbs.
U. S. No. 1.....	\$5.50
U. S. No. 2.....	5.35
U. S. No. 3.....	5.10
U. S. Substandard 7 percent defect....	4.975
U. S. Substandard 8 percent defect....	4.85
U. S. Substandard 9 percent defect....	4.725
U. S. Substandard 10 percent defect....	4.60

§ 237.23 *Warehouse storage.* Commodity Credit Corporation will make loans on beans at the above rates, when stored in approved warehouses, upon presentation of a warehouse receipt showing storage and handling charges paid until April 30, 1944, including loading-out charge.

PEA LOANS

§ 237.28 *Type of loans.* Loans will be made on dry edible smooth peas only when stored in approved warehouses and when storage and handling charges have been prepaid through April 30, 1944, including loading-out charge. No loans will be made on farm-stored peas. Loans will be made on a note and loan agreement basis, and may be satisfied by payment of the amount of the loan

plus interest, or by surrender of the warehouse receipts to Commodity Credit Corporation.

§ 237.29 *Eligible peas.* Eligible peas shall be dry edible smooth peas of the following classes: Alaska, Scotch Green, First and Best, Marrowfat, and White Canada, produced in 1943 by an eligible producer, grading No. 2 or better. In addition, loans will be made on thresher-run peas, of the same classes, at \$4.00 per 100 pounds on the net weight of sound whole peas plus split peas and cracked seed coats not in excess of the amount permitted in U. S. No. 2. Peas which contain more than the maximum limits of bleached and other classes permitted in U. S. No. 2 peas are not eligible for loan.

§ 237.30 *Loan rates.* Loan rates shall be as follows:

	Per 100 lbs.
U. S. No. 1.....	\$4.50
U. S. No. 2.....	4.25
Thresher-run peas—on net weight of sound whole peas plus split peas and cracked seed coats not in excess of amount permitted in U. S. No. 2, and which contain not more than the maximum limits of bleached and other classes permitted in U. S. No. 2.....	4.00

PURCHASES

The Food Distribution Administration will offer to purchase through country shippers (for the account of Commodity Credit Corporation) dry edible beans of the following classes, smooth dry edible peas, and black-eyed peas, at the following rates to the country shipper:

§ 237.35 *Dry edible beans.* U. S. No. 1 1943-crop dry edible beans at \$6.50 per hundred pounds, cleaned and bagged in car lots, f. o. b. carrier, at country shipping points, for the following classes: Pea, Great Northern, Small White, Flat Small White, Pinto, Pink, Small Red and Cranberry; and at \$7.50 per hundred pounds, f. o. b. basis, for the following classes: Lima, Baby Lima, Light Red Kidney, Dark Red Kidney and Western Red Kidney. Dry edible beans of U. S. No. 2 grade will be purchased at a discount of 15 cents per 100 pounds, and dry edible beans of No. 3 grade will be purchased at a discount of 40 cents below the price for dry edible beans of U. S. No. 1 grade if the supply of No. 3 grade is so large (because of weather conditions in 1943) as to make purchases necessary to assure the maximum quantity of beans reaching consumption channels.

§ 237.36 *Smooth dry edible peas.* U. S. No. 1 1943-crop smooth dry edible peas of the following classes: Alaska, Scotch Green, First and Best, White Canada, and Marrowfat, at \$5.65 per hundred pounds, and U. S. No. 2 smooth dry edible peas at \$5.40 per hundred pounds, cleaned and bagged, f. o. b. carrier at country shipping points.

§ 237.37 *Black-eye peas.* U. S. No. 1 black-eye peas at \$5.75 per hundred pounds; U. S. No. 2 at \$5.60 per hundred pounds; U. S. No. 3 at \$5.35 per hundred pounds, cleaned, bagged and delivered to points designated by county agricultural adjustment agency committees.

Producers will receive the above rates less usual country shippers' handling and processing charges for each area.

Country shippers desiring information should communicate with the regional or Washington office of the Food Distribution Administration.

Dated: June 10, 1943.

J. B. HUTSON,
President.

[F. R. Doc. 43-10398; Filed, June 28, 1943; 4:41 p. m.]

TITLE 7—AGRICULTURE

Chapter I—War Food Administration

Subchapter C—Regulations Under the Farm Products Inspection Act

PART 55—SAMPLING, GRADING, GRADE LABELING, AND SUPERVISION OF PACKAGING OF BUTTER, CHEESE, EGGS, POULTRY, AND DRESSED DOMESTIC RABBITS

MISCELLANEOUS AMENDMENTS

By virtue of the authority vested in the War Food Administrator, the following amendments to Title 7, Chapter I, Subchapter C, Part 55 and 1941 Supp., Code of Federal Regulations, as amended by 7 F.R. 1123, 6804, and 7768, are promulgated:

Sections 55.35, 55.37, 55.38, 55.39 and 55.41 are amended to read as follows:

§ 55.35 *Basis for charges.* Fees and charges for sampling, grading, regrading, and supervision of packaging, grade labeling, or other work shall be based

upon the actual time required to render the service, including the time required for travel of the official sampler, grader, or supervisor of packaging between his office or point of previous duty and the place of service, at the rate of \$2.40 per hour, or at the rate specified in §§ 55.36 to 55.40, inclusive, unless otherwise provided by contract with the applicant or by supplemental schedules approved by the Administrator. An additional fee of \$3.00 shall be charged when additional time is required in sampling or grading because the service is performed in a freight or express car or other place where the entire lot of product is not readily accessible to the official sampler or official grader and when the fees charged are at the rates specified in §§ 55.36, 55.37 (a), 55.37 (b) and 55.38.

§ 55.37 *Egg grading and inspection fees.* For each lot of eggs graded or regraded for class, quality, or condition, or inspected for condition, pursuant to the regulations in this part, the fees shall be based on the gross number of packages in each lot as follows:

(a) For shell eggs:

For 2 packages or less.....	\$0.60
For 3 to 15 packages, inclusive.....	1.20
For 16 to 25 packages, inclusive.....	1.80
For 26 to 50 packages, inclusive.....	2.70
For 51 to 100 packages, inclusive.....	3.60
For 101 to 200 packages, inclusive.....	4.80
For 201 to 350 packages, inclusive.....	6.00
For 351 to 550 packages, inclusive.....	7.20
For additional 100 packages or fraction thereof an additional charge of....	1.20

(b) For frozen eggs: (1) When the warehouse in which the eggs are located is within reasonably easy access from the office of inspection and assistance is furnished in opening and closing cans and making the samples ready for examination:

For 50 cans or less.....	\$3.00
For each additional 50 cans or fraction thereof an additional charge of....	30

(2) When the warehouse at which the eggs are located is not within reasonable easy access from the office of inspection or when assistance is not furnished in opening and closing cans and making the samples ready for examination, charges in addition to those specified in (1) may be made to cover the additional time spent in traveling to and from the warehouse and in preparing the samples for examination, at the rate of \$2.40 per hour.

§ 55.38 *Dressed poultry and dressed domestic rabbits grading fees.* For each lot of dressed poultry or dressed domestic rabbits graded or regraded for class, quality, and condition, the fee shall be on the basis of the approximate net weight of the lots as follows:

For 50 pounds or less.....	\$0.60
For 51 pounds to 500 pounds, inclusive.....	1.20
For 501 pounds to 1,500 pounds, inclusive.....	1.80
For 1,501 pounds to 3,000 pounds, inclusive.....	2.40
For 3,001 pounds to 10,000 pounds, inclusive.....	4.80
For 10,001 pounds to 20,000 pounds, inclusive.....	7.20
For 20,001 pounds to 30,000 pounds, inclusive.....	9.60

§ 55.39 *Fees for grading official samples.* For each lot of official samples of butter, cheese, eggs, dressed poultry, dressed domestic rabbits, or other dairy and poultry products graded, the fee may be based on the actual time required at the rate of \$2.40 per hour with a minimum charge of \$1.20 for any lot.

§ 55.41 *Fees for copies of grading certificates.* Copies of certificates of grading other than those provided in 55.20 may be supplied to financially interested persons upon payment of a fee of \$1.20 for each set of four or a smaller number of copies of a grading certificate. (56 Stat. 664; E.O. 9280, 7 F.R. 10179; E.O. 9522, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423)

Issued at Washington, D. C., this 26th day of June 1943.

JESSE W. TAPP,
Acting War Food Administrator.

[F. R. Doc. 43-10430; Filed, June 29, 1943;
11:30 a. m.]

Chapter VII—Agricultural Adjustment Agency

[Tobacco 703 (Flue-cured)—Part II]

PART 727—FLUE-CURED TOBACCO

MARKETING QUOTA REGULATIONS, 1943-44 MARKETING YEAR

GENERAL

Sec. 727.525	Definitions.
727.526	Instructions and forms.
FARM MARKETING QUOTAS	
727.527	Amount of farm marketing quota.
727.528	No transfers.
727.529	Disposition of excess tobacco.
727.530	Issuance of marketing cards.
727.531	Person authorized to issue cards.
727.532	Rights of producers in marketing cards.
727.533	Successors in interest.
727.534	Invalid cards.
727.535	Report of misuse of marketing card.

MARKETING OF TOBACCO AND PENALTIES

727.536	Memorandum of sale to identify every marketing.
727.537	Bill of nonwarehouse sale.
727.538	Marketings free of penalty.
727.539	Marketings subject to penalty and collection of penalties.
727.540	Persons to pay penalty.
727.541	Rate of penalty.
727.542	Payment of penalty.
727.543	Penalty for false identification or failure to account for disposition of tobacco.
727.544	Request for return of penalty.

RECORDS AND REPORTS

727.545	Producer's records and reports.
727.546	Warehouseman's records and reports.
727.547	Dealer's records and reports.
727.548	Dealers exempt from regular records and reports.
727.549	Records and reports of truckers, re-dryers, etc.
727.550	Separate records and reports from persons engaged in more than one business.
727.551	Failure to keep records or make reports.
727.552	Examination of records and reports.

Sec.

727.553	Length of time records and reports to be kept.
727.554	Information confidential.

AUTHORITY: §§ 727.525 to 727.554, inclusive, issued under 52 Stat. 47, 48, 65, 66, 202; 53 Stat. 1261, 1262; 54 Stat. 393, 728; 55 Stat. 88; 7 U.S.C. 1940 ed. 1301 et seq.; and E.O. 9322 of March 26, 1943, as amended by E.O. 9334 of April 19, 1943.

GENERAL

§ 727.525 *Definitions.* As used in these regulations and in all instructions, forms and documents in connection therewith, the words and phrases defined in this section shall have the meanings herein assigned to them unless the context or subject matter otherwise requires.

(a) "Act" means the Agricultural Adjustment Act of 1938, as amended.

(b) "Administrator" means the Administrator or Acting Administrator of the War Food Administration.

(c) "Authorized representative of the Administrator" means the Administrative Officer, or Acting Administrative Officer, Regional Tobacco Office, Swainsboro, Georgia, for the States of Alabama, Florida, Georgia and South Carolina, and the Chairman, or Acting Chairman, of any State Committee.

(d) "County Committee" means the group of persons elected within any county to assist in the administration of the Agricultural Conservation Program in such county.

(e) "Dealer or buyer" means a person who engages to any extent, in the business of acquiring tobacco from producers without regard to whether such person is registered as a dealer with the Bureau of Internal Revenue.

(f) "Farm" means any tract or tracts of land which are considered as a farm under the provisions of the 1943 Agricultural Conservation Program.

(g) "Field Assistant" means any employee of the Agricultural Adjustment Agency, United States Department of Agriculture, whose duties involve primarily the preparation and handling of records and reports pertaining to tobacco marketing quotas.

(h) "Floor sweepings" means all tobacco which is dropped on the warehouse floor in the course of the warehouse operations and is picked up by the warehouseman. Any tobacco accumulated in the course of the grading and tying of tobacco for farmers shall not be included as floor sweepings.

(i) "Market" means the disposition in raw or processed form of tobacco by voluntary or involuntary sale, barter or exchange, or by gift inter vivos. "Marketing" and "Marketed" shall have corresponding meanings to the term "Market".

(j) "Nonwarehouse sale" means any first marketing of farm tobacco other than by sale at public auction through a warehouse in the regular course of business.

(k) "Operator" means the person who is in charge of the supervision and the conduct of the farming operations on the entire farm.

(l) "Person" means an individual, partnership, association, corporation, estate or trust, or other business enterprise or other legal entity, and wherever applicable, a State, a political subdivision of the State or any agency thereof.

(m) "Pound" means that amount of tobacco which, if weighed in its unstemmed form and in the condition in which it is usually marketed by producers, would equal one pound standard weight.

(n) "Producer" means a person who, as owner, landlord, tenant, sharecropper, or laborer is entitled to share in the tobacco available for marketing from the farm, or in the proceeds thereof.

(o) "Resale" means the disposition by sale, barter, or exchange of tobacco which has been marketed previously.

(p) "Sale day" means the period at the end of which the warehouseman bills to buyers the tobacco so purchased during such period.

(q) "Scrap tobacco" means the residue accumulated in the course of preparing farm tobacco for market consisting chiefly of portions of tobacco leaves and leaves of poor quality.

(r) "State committee" means the group of persons designated within any State to assist in the administration of the Agricultural Conservation Program in such State.

(s) "Suspended sale" means any first marketing of farm tobacco at a warehouse sale for which a memorandum of sale is not issued by the end of the sale day on which such marketing occurred.

(t) "Tobacco" means flue-cured tobacco classified in Service and Regulatory Announcement No. 118 of the Bureau of Agricultural Economics of the United States Department of Agriculture as types 11, 12, 13 and 14, and collectively known as flue-cured tobacco.

(u) "Tobacco available for marketing" means all tobacco produced on the farm in the calendar year 1943 and all tobacco produced on the farm prior to the calendar year 1943 and carried over to the 1943-44 marketing year, which is not disposed of in accordance with § 727.529 hereof, prior to the issuance of a marketing card for the farm.

(v) "Tobacco subject to marketing quotas" means any tobacco marketing during the period July 1, 1943, to June 30, 1944, inclusive, and any tobacco produced in the calendar year 1943 and marketed prior to July 1, 1943.

(w) "Trucker" means any person who engages in the business of trucking tobacco to market and selling it for producers regardless of whether the tobacco is acquired from producers by the trucker.

(x) "Warehouseman" means a person engaged in the business of holding sales of tobacco at public auction at a warehouse during the tobacco marketing season.

(y) "Warehouse sale" means a marketing by sale at public auction through a warehouse in the regular course of business.

§ 727.526 *Instructions and forms.* The Chief of the Agricultural Adjustment Agency shall cause to be prepared

and issued such instructions and such forms as may be deemed necessary or expedient for carrying out these regulations.

FARM MARKETING QUOTAS

§ 727.527 *Amount of farm marketing quota.* The marketing quota for a farm shall be the actual production of tobacco on the farm acreage allotment, as established for the farm in accordance with Part I of the "Marketing Quota Regulations—Flue-cured Tobacco—1943-44 Marketing Year" (Tobacco 703—Part I). The actual production of the farm acreage allotment shall be the average yield per acre of the entire acreage of tobacco harvested on the farm in 1943 times the farm acreage allotment. The excess tobacco on any farm shall be that quantity of tobacco which is equal to the average yield per acre of the entire acreage of tobacco harvested on the farm in 1943 times the number of acres harvested in excess of the farm acreage allotment.

§ 727.528 *No transfers.* There shall be no transfer of marketing quotas (except as provided in Part I of these regulations).

§ 727.529 *Disposition of excess tobacco.* The farm operator may elect to give satisfactory proof of disposition of excess tobacco prior to the marketing of any tobacco from the farm by any of the following methods:

(a) By a declaration of intention to market all tobacco available for marketing and the payment at the office of the county committee by check or money order drawn payable to the Treasurer of the United States in an amount equal to the penalty which would be due upon the marketing of the tobacco available for marketing. Any additional amount of penalty determined to be due after all marketings of tobacco from the farm have been made shall be paid by the operator not later than 20 days after receipt of notice of such additional penalty. Any amount collected in excess of the penalty due shall be refunded upon request of the producer.

(b) By storage of the excess tobacco, the tobacco so stored to be representative of the entire 1943 crop produced on the farm, and posting of a bond approved by the county committee and an authorized representative of the Administrator in the penal sum of twice the amount of penalty which will become due upon the marketing of excess tobacco.

(c) By furnishing to the county committee satisfactory proof that the farm operator is unable to market the excess tobacco.

§ 727.530 *Issuance of marketing cards.* A marketing card shall be issued for every farm having tobacco available for marketing. Two or more marketing cards may be issued for any farm as approved by the county committee. All entries on each marketing card shall be made in accordance with the instructions for issuing marketing cards and the operator's agreement on each marketing card shall be signed by the farm operator or on his behalf by his authorized representative. Upon the return to

the office of the county committee of the marketing card after all the memoranda of sale have been issued therefrom and before the marketing of tobacco from the farm has been completed, a new marketing card of the same kind, bearing the same name, information and identification as the used card shall be issued for the farm. Any marketing card issued to replace another card shall have entered thereon the total sales as shown on the marketing card which is replaced.

(a) *Within Quota Marketing Card (MQ-756 Flue-cured).* A Within Quota Marketing Card (MQ-756 Flue-cured) authorizing the marketing without penalty of the actual production of tobacco on the farm in the 1943 calendar year and any tobacco carried over from a prior marketing year shall be issued for a farm unless an excess marketing card is required to be issued for the farm in accordance with paragraph (b) of this section.

(b) *Excess Marketing Card (MQ-757 Flue-cured).* An Excess Marketing Card (MQ-757 Flue-cured) showing the extent to which marketings of tobacco from a farm are subject to penalty shall be issued for a farm under the following conditions:

(1) If the harvested acreage of tobacco in 1943 is in excess of the farm acreage allotment and such excess tobacco is not disposed of in accordance with § 727.529 hereof, or if the operator of the farm also operates another farm on which the harvested acreage of tobacco in 1943 exceeds the farm acreage allotment and such excess is not disposed of in accordance with § 727.529 hereof.

(2) If a within quota marketing card could be issued for the farm but the county committee determines that a zero percent excess marketing card is necessary to protect the interest of the government and to insure proper identification of and accounting for the disposition of tobacco produced on the farm and the proper use of the marketing card issued for the farm.

(3) If there is tobacco available for marketing from the farm but no tobacco acreage allotment was established and such tobacco is not disposed of as provided in § 727.529 hereof.

(4) If information required for preparation of the marketing cards is not furnished or the county committee is prevented from obtaining the necessary information.

(5) If there is tobacco available for marketing from the farm carried over from a prior marketing year and the harvested acreage in 1943 is not less than the 1943 acreage allotment by an amount equivalent to the acreage of carry-over excess determined as provided in § 727.530 (c) hereof.

(6) If a farm operated by a publicly owned experiment station produces tobacco for other than experimental purposes and such tobacco is not disposed of as provided in § 727.529 hereof.

(c) *Extent to which marketings from a farm are subject to penalty.* The extent to which marketing of tobacco from any farm having no carry-over tobacco are subject to penalty shall be

that percentage of the tobacco available for marketing from the farm which the acreage of tobacco harvested in excess of the farm acreage allotment for the farm and not disposed of as provided in § 727.529 of these regulations is of the acreage of tobacco harvested from the farm.

The extent to which marketings of tobacco from any farm having tobacco available for marketing which has been carried over from a prior marketing year are subject to penalty shall be the percentage determined as follows:

(1) Determine the number of "carry-over acres" by dividing the number of pounds of tobacco carried over from the prior year by the normal yield for the farm for that year.

(2) Determine the number of "within quota carry-over acres" by multiplying the "carry-over acres" (1 above) by the "percent within quota" (i. e., 100 percent minus the percent excess) for the year in which the carry-over tobacco was produced.

(3) Determine the "total acres" of tobacco by adding the "carry-over acres" (1 above) and the acreage of tobacco harvested in the current year.

(4) Determine the excess acreage by subtracting from the "total acres" (3 above) the sum of the 1943 allotment and the "within quota carry-over acres" (2 above).

(5) Determine the percent excess to be shown on the marketing card by dividing the "total acres" into the excess acreage (4 above).

The burden of any penalty with respect to carry-over tobacco shall be borne by those persons having an interest in such tobacco.

§ 727.531 *Person authorized to issue cards.* The county committee shall designate one person to sign marketing cards for farms in the county as issuing officer. The issuing officer may, subject to the approval of the county committee, designate not more than three persons to sign his name in issuing marketing cards; provided that each such person shall place his initials immediately beneath the name of the issuing officer as written by him on the card.

§ 727.532 *Rights of producers in marketing cards.* Each producer having a share in the tobacco available for marketing from the farm shall be entitled to the use of the marketing card for marketing his proportionate share of the total amount of tobacco available for marketing from the farm.

§ 727.533 *Successors in interest.* Any person who succeeds in whole or in part to the share of a producer in the tobacco available for marketing from the farm shall, to the extent of such succession, have the same rights as the producer to the use of the marketing card for the farm.

§ 727.534 *Invalid cards.* A marketing card shall be invalid under any of the following conditions:

(a) If it is not issued or delivered in the form and manner prescribed;

(b) If entries are not made thereon as required;

(c) If it is lost, destroyed, stolen, or becomes illegible;

(d) If any erasure or alteration has been made, and not properly initialed.

In the event any marketing card becomes invalid (other than by loss, destruction, theft or omission, alteration and incorrect entry which can be corrected by a field assistant) the farm operator (or the person having the card in his possession) shall return it to the county office at which it was issued.

If any entry is not made on a marketing card as required (either through omission or incorrect entry) and the proper entry is made by a field assistant then such card shall become valid.

§ 727.535 *Report of misuse of marketing card.* Any information which causes any field assistant, a member of any county committee, or any employee of the county committee to believe that any tobacco which actually was produced on one farm has been or is being marketed under the marketing card issued for another farm shall be reported immediately by such person to the authorized representative of the Administrator.

MARKETING OF TOBACCO AND PENALTIES

§ 727.536 *Memorandum of sale to identify every marketing.* Each marketing of tobacco from a farm shall be identified by a memorandum of sale issued from the marketing card (MQ-756 Flue-cured or MQ-757 Flue-cured) for the farm but if a memorandum of sale cannot be obtained within four weeks after the date of the marketing of any tobacco at a warehouse sale, such marketing of tobacco shall be subject to penalty and the amount of penalty shall be shown on the Sale Cleared Without Marketing Card (Tobacco 718). The memorandum of sale shall be issued only by a field assistant, with the following exceptions:

(a) A warehouseman, or his authorized representative, who has been designated on an Authorization to Issue Memoranda of Sale (Tobacco 713) may issue a memorandum of sale to identify a warehouse sale, if a field assistant is not available at the warehouse when the card is presented by the farmer. Each memorandum of sale issued by a warehouseman shall be presented promptly by him to the field assistant for verification with the warehouse records.

(b) A dealer operating a receiving point for scrap tobacco at a redrying plant (and other regular receiving points operated by such dealer or his agents or employees) or at an auction warehouse, and who keeps records showing the information specified in § 727.547 (f) who has been authorized on form Tobacco 713, may issue a memorandum of sale covering a sale of scrap tobacco if the bill of nonwarehouse sale has been executed on the back of such memorandum of sale.

The authorization to issue memoranda of sale under paragraph (a) or (b) above may be withdrawn from any warehouseman or dealer upon written notice by the authorized representative of the Administrator.

Each excess memorandum of sale issued by a field assistant shall be checked by the warehouseman or dealer (or his

representative) to determine whether the amount of penalty shown to be due has been correctly computed and such warehouseman or dealer shall not be relieved of any liability with respect to the amount of penalty due because of any error which may occur on the memorandum of sale.

§ 727.537 *Bill of nonwarehouse sale.* Each first marketing of farm tobacco, except a warehouse sale, shall be identified by a bill of nonwarehouse sale (reverse side of the memorandum of sale) completely executed by the buyer and the farm operator. If the bill of nonwarehouse sale is issued to cover scrap tobacco, the word "scrap" shall be written thereon immediately above the words "Bill of Nonwarehouse Sale."

Each bill of nonwarehouse sale covering any marketing except scrap tobacco shall be presented to a field assistant for issuance of a memorandum of sale and for recording in the Dealer's Record (Tobacco 715) in case of a purchase by a dealer other than a warehouseman.

Each bill of nonwarehouse sale covering scrap tobacco shall be delivered to a person at a receiving point who has been authorized to issue memoranda of sale.

§ 727.538 *Marketings free of penalty.* Any tobacco marketed from a farm which is identified by a valid memorandum of sale from the marketing card issued for the farm shall be free of penalty to the extent shown by the memorandum of sale.

§ 727.539 *Marketings subject to penalty and collection of penalties—(a) Farm tobacco.* With respect to tobacco marketed from farms having excess tobacco available for marketing, the penalty shall be paid upon that proportion of each lot of tobacco which the tobacco available for marketing in excess of the farm quota (at the time of issuance of the marketing card) is of the total amount of tobacco available for marketing from the farm. The memorandum of sale issued to identify such marketing of tobacco shall show that portion of such marketing which is subject to penalty, and any portion of such marketing of tobacco which is not shown by the memorandum as being subject to penalty shall be free of penalty.

(b) *Dealer's tobacco.* Any marketing of tobacco by a dealer which such dealer represents to be a resale, but all or any part of which, when added to prior resales by such dealer as shown on form Tobacco 715 is in excess of the total amount of purchases as shown on such dealer's record shall be a marketing of tobacco subject to penalty unless and until the dealer furnishes proof acceptable to the Administrator showing that such tobacco is not subject to penalty. Any marketing of tobacco by a dealer which such dealer represents to be a resale of tobacco previously purchased by him but which, because of the difference in the price at which such tobacco is resold as compared with the price at which he had purchased the tobacco, cannot reasonably be regarded as tobacco previously purchased by him shall be taken to be a marketing of tobacco subject to penalty.

(c) *Tobacco not identified by a valid memorandum.* Any tobacco marketed from a farm which is not identified by a valid memorandum of sale shall be subject to penalty.

§ 727.540 *Persons to pay penalty.* The person to pay the penalty due on any marketing of excess tobacco shall be one of the following as applicable:

(a) *Warehouseman.* If the tobacco is marketed by the producer through a warehouseman the penalty shall be paid by the warehouseman, who may deduct an amount equivalent to the penalty from the price paid to the producer.

(b) *Dealer.* If the tobacco is acquired from the producer by a dealer, the penalty shall be paid by the dealer who may deduct an amount equivalent to the penalty from the price paid to the producer.

(c) *Agent.* If the tobacco is marketed by the producer through an agent who is not a warehouseman, the penalty shall be paid by the agent, who may deduct an amount equivalent to the penalty from the price paid to the producer.

(d) *Warehouseman and dealer on dealer's tobacco.* Any penalty due upon tobacco subject to penalty under paragraph (b) of § 727.539 shall be paid by the warehouseman, who may deduct an amount equivalent to the penalty from the price paid to the dealer, but the dealer shall not be relieved of responsibility for payment of such penalty.

(e) *Producer marketing outside United States.* If the tobacco is marketed by the producer directly to any person outside the United States, the penalty shall be paid by the producer.

§ 727.541 *Rate of penalty.* The penalty shall be ten cents per pound upon the marketing of any tobacco in excess of the marketing quota for the farm on which the tobacco is produced and on the marketing of any other tobacco not identified under these regulations as being free of penalty.

§ 727.542 *Payment of penalty.* Penalties upon the marketing of tobacco shall become due at the time of the marketing and shall be paid by remitting the amount thereof to the authorized representative of the Administrator not later than the end of the calendar week following the week in which the memorandum of sale was issued, or, in the event a memorandum is not issued, not later than four weeks after the date upon which the tobacco was sold. A draft, money order, or check drawn payable to the Treasurer of the United States may be used to pay any penalty, but any such draft, or check shall be received subject to payment at par.

§ 727.543 *Penalty for false identification or failure to account for disposition of tobacco.* If any producer falsely identifies or fails to account for the disposition of any tobacco, an amount of tobacco equal to the normal yield of the number of acres harvested in 1943 in excess of the farm acreage allotment shall be deemed to have been marketed in excess of the marketing quota for the farm and the penalty in respect thereof

shall be paid and remitted by the producer.

§ 727.544 *Request for return of penalty.* Any producer of tobacco and any other person who bore the burden of the payment of any penalty collected may request the return of the amount of such penalty which is in excess of that amount equal to ten cents per pound upon the number of pounds of excess tobacco marketed.

Any request for the return of penalty filed by any producer of tobacco on a farm on which the tobacco available for marketing is in excess of the farm marketing quota shall not be approved unless (a) the marketing of tobacco from the farm has been completed and (b) satisfactory proof is furnished to the county committee that all unmarketed excess tobacco is unmerchantable.

Return of penalty collected upon marketings of tobacco from any farm having excess tobacco shall be made only upon the basis of tobacco produced on the farm and, if the county committee determines that any of the unmarketed excess tobacco as reported for the farm by the farm operator was not actually produced thereon, the application for such farm shall not be approved with respect to that tobacco which the committee determines was not produced on the farm.

RECORDS AND REPORTS

§ 727.545 *Producer's records and reports—(a) Report on marketing card.* The operator of each farm on which tobacco is produced in 1943 shall return to the office of the county committee each marketing card issued for the farm whenever marketings from the farm are completed and in no event later than thirty days after the close of the tobacco auction markets for the area in which the farm is located. Failure to return the marketing card within the time specified (after formal notification) shall constitute failure to give proof of disposition of tobacco marketed from the farm in the event that satisfactory proof of such disposition is not furnished otherwise.

(b) *Additional reports by producers and identification of tobacco.* In addition to any other reports which may be required under these regulations, the operator of each farm or any other person having an interest in the tobacco grown on the farm (even though the harvested acreage does not exceed the acreage allotment and even though no allotment was established for the farm) shall, upon written request by an authorized representative of the Administrator and within ten days after the deposit of such request in the United States mails addressed to such person at his last known address, furnish the Administrator, by sending the same to the authorized representative of the Administrator, a written report showing, as to the farm at the time of filing said report (1) the number of acres of tobacco harvested, (2) the total production of tobacco, (3) the amount of tobacco on hand and its location, and (4) as to each lot of tobacco marketed, the name and address

of the warehouseman, dealer, or other person to or through whom such tobacco was marketed and the number of pounds marketed, the gross price, and the date of marketing.

§ 727.546 *Warehouseman's records and reports—(a) Record of marketings.* Each warehouseman shall keep such records as will enable him to furnish to the Administrator a report of the following information with respect to each sale or resale of tobacco made at his warehouse:

(1) The name of the seller (and, in the case of a sale for a producer, the name of the operator of the farm on which the tobacco was produced).

(2) The name of the purchaser.

(3) The date of sale.

(4) The number of pounds sold.

(5) The gross sale price.

(6) The amount of any penalty and the amount of any deduction on account of penalty from the price paid the producer (or a dealer).

All purchases and resales for the warehouse leaf account shall be so identified in the records and a separate account shall be maintained with respect to the amount of floor sweepings picked up and the disposition of such floor sweepings. The quantity of floor sweepings, including bundles, leaves and scrap, picked up by the warehouse after each sale shall be reported in the space provided on the Auction Warehouse Report (Tobacco 716). Any warehouseman who grades tobacco for farmers shall maintain a separate account showing the approximate amount of grading house scrap obtained from the tobacco graded from each farm. In the case of resales for dealers the name of the dealer making each resale shall be shown on the warehouse records so that the individual lots of tobacco sold by the dealer can be identified.

(b) *Identification of sale on check register.* The serial number of the memorandum of sale issued to identify each marketing of tobacco from the farm or the number of the warehouse bill(s) covering each such marketing shall be recorded on the check register or check stub for the check written with respect to such sale of tobacco.

(c) *Memorandum of sale and bill of nonwarehouse sale.* A record in the form of a valid memorandum of sale (or a sale cleared without marketing card) shall be obtained by every warehouseman to cover each marketing of tobacco from a farm through the warehouse, and if a warehouseman buys tobacco directly from a farmer (other than at a warehouse auction sale as defined in these regulations) such warehouseman shall obtain a valid memorandum of sale to cover each such purchase of tobacco, together with properly executed bill of nonwarehouse sale. Any warehouseman who obtains possession of any grading house scrap in the course of grading tobacco from any farm shall obtain a memorandum of sale to cover the amount of such scrap tobacco from such farm.

(d) *Suspended sale record.* Any warehouse bills covering farm tobacco for

which memoranda of sale have not been issued at the end of the sale day shall be presented to a field assistant who shall stamp such bills "Suspended," write thereon the serial number of the suspended sale, and record the bills on the Field Assistant's Report (Tobacco 719): *Provided*, That if a field assistant is not available, the warehouseman may stamp such bills "Suspended" and deliver them to a field assistant as soon as one is available.

(e) *Warehouse entries on dealers' records.* Each warehouseman shall enter on each form Tobacco 715 the total of purchases and resales made by such dealer during each sale day at the warehouse. If any tobacco resold by the dealer is tobacco bought by him from a crop produced prior to 1943 the entry on the dealer's record shall clearly show such fact.

(f) *Daily report of warehouse business and report of penalties.* Each warehouseman shall make reports on form Tobacco 716 and on the Report of Penalties (Tobacco 717) showing the information required on the respective reports. Form Tobacco 716 shall be prepared for each sale day and all reports for the sale days occurring during any week shall be forwarded to the authorized representative of the Administrator not later than the end of the next following calendar week. Form Tobacco 717 shall be prepared for each week and the report for each week shall be forwarded, together with remittance of the penalties due, as shown thereon, to the authorized representative of the Administrator not later than the end of the next following calendar week.

(g) *Additional records and reports.* In addition to the records and reports provided above, each warehouseman shall keep such additional records and make such additional reports to the Administrator as an authorized representative of the Administrator may find necessary in order to enforce these regulations.

§ 727.547 *Dealer's records and reports.* Each dealer, except as provided in § 727.548 below, shall keep the records and make the reports as provided by this section.

(a) *Report of dealer's name, address and registration number.* Each dealer shall properly execute and the field assistant shall detach and forward to the authorized representative of the Administrator the page "Receipt for Dealer's Record" contained in form Tobacco 715 which is issued to the dealer.

(b) *Record and report of purchases and resales.* Each dealer shall keep a record and make reports on form Tobacco 715 showing all purchases and resales of tobacco made by the dealer and, in the event of resale of tobacco bought from a crop produced prior to 1943, the fact that such tobacco was bought by him and carried over from a crop produced prior to 1943.

(c) *Report of penalties.* Each dealer shall make a report on form Tobacco 717 showing the information with respect to all purchases subject to penalty made by him during each calendar week. The

penalties listed on each such report shall be remitted with the report.

(d) *Memorandum of sale and bill of nonwarehouse sale.* For each lot of tobacco purchased from a farmer each dealer shall obtain a record in the form of a valid memorandum of sale issued by a field assistant or by an authorized representative of a scrap tobacco receiving point in the case of scrap tobacco sold and delivered to such receiving point. No memorandum of sale shall be issued unless the bill of nonwarehouse sale, on the reverse side of the memorandum of sale, has been executed.

(e) *Record and report of scrap tobacco.* Each scrap tobacco receiving point which has been authorized to issue memoranda of sale on form Tobacco 713 shall keep a record and make reports on form Tobacco 715 showing all tobacco received. Such report shall be accompanied by memoranda of sale and bills of nonwarehouse sale with respect to all tobacco covered by the report.

(f) *Additional records.* Each dealer shall keep such records, in addition to the foregoing, as may be necessary to enable him to furnish the following information with respect to each lot of tobacco purchased or sold by him:

(1) The name of the seller (and in the case of a purchase from a producer, the name of the operator of the farm on which the tobacco was produced).

(2) The name of the purchaser.

(3) The date of the transaction.

(4) The number of pounds sold.

(5) The gross sale price.

(6) In the event of resale of tobacco bought by him and carried over from a crop produced prior to 1943, the fact that such tobacco was so bought and carried over.

All reports shall be forwarded to the authorized representative of the Administrator not later than the end of the week following the calendar week covered by the reports.

§ 727.548 *Dealers exempt from regular records and reports.* Any dealer who does not purchase or otherwise acquire tobacco except at a warehouse sale and who does not resell, in the form in which tobacco ordinarily is sold by farmers, more than ten percent of the tobacco purchased by him, shall not be subject to the provisions of § 727.547 of these regulations; but each such dealer shall make such reports to the Administrator as an authorized representative of the Administrator may find necessary to enforce these regulations.

§ 727.549 *Records and reports of truckers, redryers, etc.* Every person engaged in the business of trucking tobacco for producers shall keep such records as will enable him to furnish the Administrator a report with respect to each lot of tobacco received by him showing the name and address of the farm operator, the date of the receipt of the tobacco, the number of pounds received, and the place to which it was delivered. Every person engaged in the business of redrying, prizing, or stemming tobacco for producers shall keep such records as will enable him to furnish the Administrator a report showing the information pro-

vided above for truckers and in addition the purpose for which the tobacco was received, the amount of advance made by him on the tobacco, and the disposition of the tobacco. Each such person shall make such reports to the Administrator as an authorized representative of the Administrator may find necessary to enforce these regulations.

§ 727.550 *Separate record and reports from persons engaged in more than one business.* Any person who is required to keep any record or make any report as a warehouseman, dealer, processor, or as a person engaged in the business of redrying, prizing, or stemming tobacco for producers, and who is engaged in more than one such business, shall keep such records as will enable him to make separate reports for each such business in which he is engaged, to the same extent for each such business as if he were engaged in no other business, except that a warehouseman shall not be required to keep a record and make reports on form Tobacco 715, if the transactions which would be recorded and reported on such forms are recorded on the records kept by the warehouse in its regular course of business and reported as required on form Tobacco 716.

§ 727.551 *Failure to keep records or make reports.* Any warehouseman, dealer, processor, or common carrier of tobacco, or person engaged in the business of redrying, prizing or stemming tobacco for producers, who fails to make any report or keep any record as required under these regulations, or who makes any false report or record, shall be deemed guilty of a misdemeanor and upon conviction thereof shall be subject to a fine of not more than \$500; and any tobacco warehouseman or dealer who fails to remedy such violation by making a complete and accurate report or keeping a complete and accurate record as required under these regulations within fifteen days after notice to him of such violation shall be subject to an additional fine of \$100 for each ten thousand pounds of tobacco, or fraction thereof, bought or sold by him after the date of such violation: *Provided*, That such fine shall not exceed \$5,000; and notice of such violation shall be served upon the tobacco warehouseman or dealer by mailing the same to him by registered mail or by posting the same at an established place of business operated by him, or both. Notice of any violation by a tobacco warehouseman or dealer shall be given by an authorized representative of the Administrator.

§ 727.552 *Examination of records and reports.* For the purpose of ascertaining the correctness of any report made or record kept, or of obtaining information required to be furnished in any report, but not so furnished, any warehouseman, dealer, processor, common carrier or person engaged in the business of redrying, prizing or stemming tobacco for producers shall make available for examination, upon written request by an authorized representative of the Administrator such books, papers, records, accounts, correspondence, contracts, docu-

ments, and memoranda as he has reason to believe are relevant and are with the control of such person.

§ 727.553 *Length of time records and reports to be kept.* Records required to be kept and copies of the reports required to be made by any person under these regulations for the 1943-44 marketing year shall be kept by him until June 30, 1945, and for such longer period of time as may be requested in writing by an authorized representative of the Administrator.

§ 727.554 *Information confidential.* All data reported to or acquired by the Administrator pursuant to the provisions of these regulations shall be kept confidential by all officers and employees of the War Food Administration and only such data so reported or acquired as the Administrator deems relevant shall be disclosed by them and then only in a suit or administrative hearing under Title III of the Act.

Issued at Washington, D. C., this 26th day of June 1943.

CHESTER C. DAVIS,
War Food Administrator.

[F. R. Doc. 43-10374; Filed, June 28, 1943; 1:54 p. m.]

Chapter VIII—War Food Administration PART 802—SUGAR DETERMINATIONS

REVISED FARMING PRACTICES FOR HAWAIIAN SUGARCANE, 1942 CROP YEAR

Pursuant to the provisions of section 301 (e) of the Sugar Act of 1937, as amended, and Executive Order No. 9322, issued March 26, 1943, as amended by Executive Order No. 9334, issued April 19, 1943, the following determination is hereby issued:

§ 802.33d *Farming practices in connection with the production of the 1942 crop of sugarcane in the Territory of Hawaii*—(a) *Application of fertilizer.* The requirements of Section 301 (e) of the Sugar Act of 1937, as amended, shall be deemed to have been met with respect to a farm in the Territory of Hawaii if fertilizer is applied as follows:

(1) *Amount.* There shall be applied to land on which sugarcane is growing during 1942 sufficient chemical fertilizer to provide an average quantity of plant food per acre fertilized equal to not less than 100 pounds.

(2) *Acreage requirement.* The number of acres on which fertilizer is applied in 1942 shall be not less than 80 percent of the number of acres on the farm on which sugarcane is planted, or a ratoon crop of sugarcane is started, at any time during 1942.

(b) *Definitions.* "Chemical fertilizer" means commercial chemical fertilizer of which not less than 15 percent of the gross weight consists of plant food. "Plant food" means the aggregate amount of nitrogen, available phosphoric acid and water-soluble potash.

This determination supersedes the "Determination of Farming Practices to be Carried Out in Connection with the Production of Sugarcane During the

Crop Year 1942 for the Territory of Hawaii," issued April 21, 1942. (Sec. 301, 50 Stat. 909; 7 U.S.C. 1940 ed. 1131; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423).

Issued this 28th day of June 1943.

CHESTER C. DAVIS,
War Food Administrator.

[F. R. Doc. 43-10429; Filed, June 29, 1943; 11:30 a. m.]

Chapter X—War Food Administration CHANGE IN THE ADMINISTRATION OF FOOD PRODUCTION ORDERS

Pursuant to the provisions of Executive Orders 9280, 9322, and 9334 (7 F.R. 10179; 8 F.R. 3807, 5423); *It is hereby ordered, That:*

The administration of the following Food Production Orders is hereby delegated to the Deputy Administrator of the War Food Administration in charge of the Office of Materials and Facilities, and all such Food Production Orders are hereby amended accordingly:

Food Production Order 1 (7 F.R. 7301);
Food Production Order 3 (8 F.R. 5963);
Food Production Order 4 (8 F.R. 1089);
Food Production Order 5 (8 F.R. 947);
Food Production Order 10 (8 F.R. 5427);
Food Production Order 11 (8 F.R. 5662).

In each such Food Production Order the definition of "Director" is hereby deleted and in its place there is substituted the following definition:

"Deputy Administrator" means the Deputy Administrator of the War Food Administration in charge of the Office of Materials and Facilities.

Wherever the word "Director" appears in such Food Production Orders, there are hereby substituted therefor the words "Deputy Administrator."

Issued this 28th day of June, 1943.

CHESTER C. DAVIS,
War Food Administrator.

[F. R. Doc. 43-10426; Filed, June 29, 1943; 11:30 a. m.]

[FPO 13]

PART 1226—ROTENONE INSECTICIDE

AGRICULTURAL USE OF ROTENONE INSECTICIDE

Pursuant to Executive Order No. 9280 dated December 5, 1942 (7 F.R. 10179), and Executive Order No. 9322 dated March 26, 1943 (8 F.R. 3807), as amended by Executive Order No. 9334 dated April 19, 1943 (8 F.R. 5423), and in order to assure an adequate production of food to meet war and civilian needs, *It is hereby ordered, That:*

§ 1226.1 *Rotenone insecticide*—(a) *Definitions.* For the purposes of this order:

(1) "Rotenone insecticide" means any compound containing rotenone or the other active ingredients derived from the roots of derris, cubé, barbasco, tuba, or timbo, combined with other liquid or dry materials, either active or inert: *Provided,* That such compound is suitable for use as an insecticide for the purposes set forth in paragraph (c) (1) hereof.

(2) "Mixer" means any person engaged in the production and sale of rotenone insecticides.

(3) "Dealer" means any person engaged in selling rotenone insecticides to any other person for use, and includes a mixer insofar as he engages in so selling rotenone insecticides.

(4) "Person" means any individual, partnership, corporation, association, or any other organized group of persons, and shall include any agent, agency, or any person acting for or on behalf of any of the foregoing. The term "person" shall also include the United States or any agency thereof, and a State or any political subdivision or agency thereof.

(5) "Deputy Administrator" means the Deputy Administrator or, in his absence, the Acting Deputy Administrator, in charge of the Office of Facilities and Materials of the War Food Administration.

(b) *Production of rotenone insecticide.* Any mixer who obtains rotenone allocated for the production of agricultural insecticides shall process, package, label or tag, and deliver such insecticides in conformity with the provisions of this order.

(c) *Restrictions on deliveries and use of rotenone insecticide.* (1) Except as provided in paragraph (d) hereof and except as specifically authorized or directed by the Deputy Administrator, no dealer shall deliver any rotenone insecticide to any person for use for agricultural purposes, unless he has received from such person a certificate substantially in the form set out in paragraph (e) (1) hereof, showing that such person will use the rotenone insecticide ordered solely for one or more of the following purposes:

(i) *Commercial crops.*

Peas—protection against the pea weevil and pea aphid.

Beans—protection against Mexican bean beetle.

Cole crops other than cabbage, including broccolli, brussels sprouts, cauliflower, kohlrabi, mustard, kale, turnips, and collards—for protection against caterpillars and aphids.

Sweet corn—for protection against the European corn borer.

(ii) Use on cattle for the specific control of the cattle grub (ox warble) or short-nosed cattle louse.

(2) No person shall accept delivery of any rotenone insecticide which he knows or has reason to believe is delivered in violation of this order.

(3) No person shall use rotenone insecticides received by him pursuant to this order except for a purpose or purposes listed in paragraph (c) (1) hereof.

(d) *Exceptions to requirement of certificate showing permitted use.* Notwithstanding the provisions of paragraph (c) (1) hereof, delivery may be made, without the certificate of use provided for by such paragraph (c) (1), of not more than one pound of rotenone insecticide, if in a dry form, or not more than one pint, if a liquid, to any person.

(e) *Customer's certificate of use.* The certificate required by paragraph (c) (1) hereof shall be in substantially the following form:

The undersigned purchaser hereby certifies to the War Food Administration and to

his dealer, pursuant to Food Production Order No. _____, that the _____ lbs., or gals., of rotenone insecticide described below hereby ordered for delivery in _____, 194____,

(Month)

will be used for the following purposes only

Description of insecticide-----

Name of purchaser

By -----
Duly authorized official

Title

Date

One or more of the uses listed under paragraph (c) (1) hereof shall be specified in such certificate, and the trade name of the insecticide ordered shall be a sufficient description of such insecticide. Such certificate may be endorsed on or accompany the order for rotenone insecticide. It shall be signed by the purchaser. In the event such purchaser is a corporation or cooperative association, it shall be signed by a duly authorized officer of such corporation or association. The receipt of such certificate shall not authorize the delivery of rotenone insecticide by any dealer where he knows or has reason to believe the same to be false, but in the absence of such knowledge or reason to believe, he may rely on the certificate.

(f) *Restrictions on production.* (1) No person shall manufacture or process any rotenone insecticide for the uses set forth in paragraph (c) (1) (i) hereof in the form of dust or powder with a content of more than one-half of one percent of rotenone, except as otherwise specifically authorized or directed by the Deputy Administrator: *Provided, however,* That, in accordance with standard commercial practice, a variation from the permitted rotenone content not exceeding 10 percent is permitted. Nothing in this paragraph (f) (1) shall be understood to prevent the use in the manufacture of any rotenone insecticide of other active ingredients, activators, or wetting agents.

(2) No person shall manufacture or process any rotenone insecticide incorporating pyrethrum.

(g) *Restrictions on packaging.* (1) Unless specifically authorized by the Deputy Administrator, no rotenone insecticide may be delivered for agricultural purposes in any package to any person by any mixer or dealer unless such package clearly displays on the label thereof or on a suitable tag securely affixed thereto, a statement substantially as follows:

The use of this material is restricted by Food Production Order No. 13, to the following uses:

Peas—protection against the pea weevil and pea aphid.

Beans—protection against the Mexican bean beetle.

Cole crops other than cabbage, including broccoli, brussels sprouts, cauliflower, kohlrabi, mustard, kale, turnips, and collards—for protection against caterpillars and aphids.

Sweet corn—for protection against the European corn borer.

Cattle—for the specific control of cattle grub (ox warble) or short-nosed cattle louse.

(2) No dealer shall deliver to any person any rotenone insecticide for agricultural purposes except in the original unbroken package which shall be labeled or tagged in accordance with the requirements of paragraph (g) (1) hereof and State and Federal insecticide laws.

(3) In the interest of conservation and to provide for essential use, the Deputy Administrator may at any time issue directions to mixers with respect to the size of packages in which rotenone insecticides for agricultural purposes shall be packed.

(h) *Records and reports.* Mixers shall keep and retain for not less than two years detailed records of their production and deliveries of rotenone insecticides, including the quantities and kinds produced and delivered, and the persons to whom deliveries are made. Dealers shall keep the certificates required by paragraph (c) (1) hereof on file for not less than two years. Mixers and dealers shall make such reports to the Deputy Administrator, concerning production and deliveries of rotenone insecticides as the Deputy Administrator may require, subject to the approval of the Bureau of the Budget in accordance with the Federal Reports Act of 1942. (The record keeping requirement of this paragraph has been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.)

(i) *Audits and inspections.* Each mixer and dealer shall, upon request, submit his books, records, and accounts for audit and inspection by duly authorized representatives of the Deputy Administrator.

(j) *Notification of customers.* Each mixer and dealer shall notify his regular customers as soon as possible of the requirements of this order, but failure to receive such notice shall not excuse such person from complying with the terms hereof.

(k) *Violations.* Any person who willfully violates any provision of this order or who, in connection with this order, willfully conceals a material fact or furnishes false information to any department or agency of the United States, or who conspires with another person to perform any of such acts, is guilty of a crime and upon conviction may be punished by fine and imprisonment. In addition, any such person may, by administrative suspension order, be prohibited from receiving any deliveries of or selling or otherwise disposing of rotenone insecticide or any other material now or hereafter authorized to be rationed or allocated by, or subject to, the priority control of, the War Food Administrator, and may be deprived of any priority assistance. Further, the Deputy Administrator may recommend to the Office of Price Administration or to the War Production Board that any person who violates any provision of this order or any amendment or supplement thereto be denied the right to receive, use, sell or otherwise dispose of any other materials which now are or in the future may be under allocation.

(l) *Petition for relief from hardship.* Any person affected by this order who considers that compliance herewith would work an exceptional and unreasonable hardship on him may apply in writing for relief to the Deputy Administrator, setting forth in such petition all pertinent facts and information. The Deputy Administrator may upon the basis of such application and other information, take such action as he deems appropriate. The decision of the Deputy Administrator shall be in writing and shall be final and conclusive.

(m) *Delegation of authority.* The administration of this Food Production Order No. 13 and the powers conferred by Executive Order No. 9280 and Executive Order No. 9322, as amended by Executive Order No. 9334, insofar as such powers relate to the administration of this order, are hereby delegated to the Deputy Administrator or, in his absence, to the Acting Deputy Administrator. The Deputy Administrator shall be assisted in the administration of this order by such employees of the War Food Administration as he may designate, and such employees are hereby authorized to administer the provisions of this order.

(n) *Communications.* All reports required to be filed hereunder and all communications concerning this order shall, unless instructions to the contrary are issued, be addressed to the War Food Administration, United States Department of Agriculture, Washington, D. C., Ref. FPA 13.

(o) *Effective date.* This order shall become effective June 26, 1943.

(E.O. 9280, 7 F.R. 10179; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423)

Issued this 26th day of June 1943.

CHESTER C. DAVIS,
War Food Administrator.

[F. R. Doc. 43-10399; Filed June 28, 1943;
4:41 p. m.]

Chapter XI—War Food Administration

[FDO 19, Amdt. 1]

PART 1455—SPICES

CONSERVATION AND DISTRIBUTION

Food Distribution Order No. 19, issued 1 the Acting Secretary of Agriculture on February 8, 1943 (8 F.R. 1827), is hereby amended to read as follows:

§ 1455.1 *Conservation and distribution of restricted spices—(a) Definitions.* When used in this order, unless otherwise distinctly expressed or manifestly incompatible with the intent thereof,

(1) The term "person" means any individual, partnership, corporation, association, or other business entity.

(2) The term "restricted spice" means any specific spice which, during any quota period, is subject to a quota determined for that period by the Director, and shall include such spice in ground, unground, distilled, mixed, or other form.

(3) The term "spice blend" means a mixture of a restricted spice with other

restricted or unrestricted spices or some other material, which results in another product, such as, but not restricted to, pickling spice, curry powder, poultry seasoning, or imitation spice.

(4) The term "bulk dealer" means any person who deals in restricted spices exclusively in original import packages.

(5) The term "packer" means any person who grinds, distills, or packs restricted spice owned by him, or has such spice ground, distilled, or packed for his account by some other person, for resale.

(6) The term "receiver" means any person who accepts delivery of restricted spice for resale at wholesale or retail or for use in operating a public or private commercial or institutional eating place, but such term shall include neither any bulk dealer nor any governmental agency.

(7) The term "industrial user" means any person who uses restricted spice in the manufacture or processing of any other product for resale.

(8) The term "Director" means the Director of Food Distribution, War Food Administration, or any employee of the United States Department of Agriculture designated by such Director.

(9) The term "weight equivalent" means the number of pounds of dry restricted spice (ground or unground) necessary to produce a given quantity of distilled or extracted spice.

(10) The term "governmental agency" means (i) the Armed Services of the United States (for the purposes of this order, including, but not restricted to, the United States Army post exchanges; sales commissaries; United States Navy ships' service departments; and United States Marine Corps post exchanges); (ii) the Food Distribution Administration, War Food Administration (including, but not restricted to the Federal Surplus Commodities Corporation); (iii) the War Shipping Administration; (iv) the Veterans Administration; and (v) any other instrumentality or agency designated by the War Food Administrator. The term "governmental agency" also includes any contract school or ship operator, as defined in Food Distribution Regulation 2 (8 F.R. 7523), purchasing restricted spice in accordance with said Food Distribution Regulation 2.

(11) The term "Armed Services of the United States" means the Army, the Navy, Marine Corps, or Coast Guard of the United States.

(b) *Quota restrictions.* (1) Except as permitted in paragraphs (b) (2), (b) (3), and (b) (4) below, no packer shall deliver, no receiver shall accept, and no industrial user shall use more of any restricted spice during any quota period than his quota thereof for that period, such quota period and quota to be determined by the Director from time to time: *Provided*, That no receiver shall include, in computing his quota, or charge against his quota, any restricted spice or spices contained in a spice blend accepted by him.

(2) Any person may, without charge to his quota, deliver any restricted spice to a governmental agency or accept any restricted spice for delivery to a govern-

mental agency or may use any restricted spice in the manufacture or processing of any product to be so delivered, or for replacing in his inventory any restricted spice so delivered or used.

(3) During the first third of any quota period, any person may utilize any unused portion of such person's quota for the preceding quota period. During the last third of any quota period, any person may utilize any portion of such person's anticipated quota for the subsequent quota period: *Provided, however*, That if the quota for such subsequent quota period is reduced by the Director after such anticipatory utilization has been made, the amount of any excess anticipation shall be charged against the quota for the next subsequent quota period.

(4) The restrictions of paragraph (b) (1) shall not apply to any deliveries of restricted spices in the original import packages by a packer to another packer or to a bulk dealer. In determining a packer's volume of receipts or deliveries of restricted spice during any base period specified for computing a quota, no packer shall include any receipts or deliveries made in the original import packages to other packers or to bulk dealers.

(5) The base period for any person who was not in business during any base period specified by the Director for computing a quota hereunder shall be the earliest period of equal length that such person was in business after the beginning of the base period specified.

(6) All quotas hereunder shall be computed in terms of pounds and, if a distilled or extracted spice, the weight equivalent.

(c) *Distribution restrictions.* (1) No person shall accept restricted spice from any packer or receiver, and no person shall deliver restricted spice to any other person, with knowledge or reason to believe that such packer or receiver is not entitled to deliver or that such other person is not entitled to accept such restricted spice pursuant to this order.

(2) Every packer and every receiver shall sell restricted spice equitably to purchasers and shall not favor purchasers who buy other products from them or discriminate against purchasers who do not buy other products from them.

(d) *Inventory restrictions.* Except for the purpose of filling orders under paragraph (b) (2) above:

(1) No receiver shall accept delivery of any restricted spice which will increase such receiver's inventory thereof to an amount in excess of the amount of his then current quota of such spice: *Provided*, That this restriction shall not apply to the quantity of restricted spice contained in a spice blend accepted by any such receiver.

(2) No industrial user shall accept delivery of any restricted spice which will increase his inventory thereof to an amount in excess of a practicable minimum working inventory, in view of the restrictions herein relating to his use of such spice.

(3) No receiver who had an excess inventory of any restricted spice on May 8,

1942, may sell or deliver more than a 90-day supply of such spice during any quota period in which the balance of such inventory at any time exceeds a 90-day supply. During any quota period, a 90-day supply shall be an amount equivalent to the receiver's acceptance quota of the restricted spices for that quota period. An excess inventory shall be considered to have existed on May 8, 1942, if, on that date, the receiver was subject to a quota and his inventory of any restricted spice (excluding any inventory then in retail stores or outlets owned by him) was more than twice the amount of his acceptance quota for the month of May 1942.

(e) *Records and reports.* The Director shall be entitled to obtain such information from, and require such reports and the keeping of such records by, any person, as may be necessary or appropriate, in his discretion, to the enforcement or administration of the provisions of this order, subject to the approval of the Bureau of the Budget pursuant to the Federal Reports Act of 1942.

(f) *Audits and inspections.* The Director shall be entitled to make such audit or inspection of the books, records and other writings, premises or stocks of spice of any person, and to make such investigations, as may be necessary or appropriate, in his discretion, to the enforcement or administration of the provisions of this order.

(g) *Applicability of order.* (1) Any person doing business in one or more of the 48 States or the District of Columbia is subject to the provisions hereof, but the provisions hereof shall not apply to any person doing business in any Territory or Possession of the United States with respect to such business.

(2) In the case of any person who combines two or more of the businesses of a packer, a receiver, or an industrial user, the provisions hereof applicable to each such business shall apply separately to such of his operations as are part of such class of business. However, any packer who distributes his entire production of restricted spices through a wholesale subsidiary company may elect to consider the two companies as one and apply his quota to deliveries made by the subsidiary company.

(3) Any person who operates more than one unit (branch, division, store, subsidiary company, or other similar unit) in the same class of business may, at his election, consider any such units or groups of units as separate persons for purposes of applying the quota and inventory restrictions of this order.

(h) *Violations.* The War Food Administrator may, by suspension order, prohibit any person who violates any provision of this order from receiving, making any deliveries of, or using spice, or any other material subject to priority or allocation control by the War Food Administrator, and may recommend that any such person be prohibited from receiving, making any deliveries of, or using materials subject to the priority or allocation control of other governmental agencies. In addition, any person who wilfully violates any provision of this order is guilty of a crime and may be

prosecuted under any and all applicable laws. Further, civil action may be instituted to enforce any liability or duty created by, or to enjoin any violation of, any provision of this order.

(i) *Delegation of authority.* The administration of this order and the powers vested in the War Food Administrator, insofar as such powers relate to the administration of this order, are hereby delegated to the Director. The Director is authorized to redelegate to any person within the War Food Administration any or all of the authority vested in him by this order.

(j) *Petition for relief from hardship.* Any person affected by this order who considers that compliance herewith would work an exceptional and unreasonable hardship on him may apply in writing for relief to the Director, setting forth in such petition all pertinent facts and the nature of the relief sought. The Director may thereupon take such action as he deems appropriate, which action shall be final.

(k) *Communications.* All reports required to be filed hereunder and all communications concerning this order shall, unless instructions to the contrary are issued by the Director, be addressed to the War Food Administrator, United States Department of Agriculture, Washington, D. C., Ref. FD-19.

(l) *Saving clause.* (1) With respect to any violation of supplementary order M-127, as amended (7 F.R. 7590), issued by the War Production Board, during the time said order, as amended, was in effect, said supplementary order M-127, as amended, shall be deemed to continue in full force and effect for the purpose of sustaining any proper suit, action, or other proceeding with respect to such violation.

(2) With respect to any violation of Food Distribution Order No. 19, prior to the effective time hereof, said food distribution order shall be deemed to continue in full force and effect for the purpose of sustaining any proper suit, action, or other proceeding with respect to any such violation.

(m) *Effective date.* This order shall take effect at 12:01 a. m., e. w. t., July 1, 1943.

(E.O. 9280, 7 F.R. 10179; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423)

Issued this 28th day of June 1943.

JESSE W. TAPP,
Acting War Food Administrator.

[F. R. Doc. 43-10428; Filed, June 29, 1943;
11:30 a. m.]

[FDO 19-2]
PART 1455—SPICES
RESTRICTED QUOTAS

Pursuant to the authority vested in me by Food Distribution Order No. 19 (supra), as amended, effective under Executive Order No. 9280, dated December 5, 1942, and Executive Order No. 9322, dated March 26, 1943, as amended by Executive Order No. 9334, dated April 19, 1943, and to effectuate the purposes of

such orders, *It is hereby ordered*, as follows:

§ 1455.3 *Quotas for restricted spices.*
(a) For the quarterly period of three months beginning on July 1, 1943, and for each subsequent quarterly period of three months, the quota of any restricted spice, as listed hereinafter, for any packer, any receiver, or any industrial user shall be the following percentage of the amount of such spice delivered by such person (if a packer), accepted by such person (if a receiver), or used by such person (if an industrial user) during the corresponding quarterly period of 1941 or during such other base period as is provided for in § 1455.1 (b) (5) of Food Distribution Order No. 19, as amended:

Restricted spice:	Quota Percentage
Black pepper.....	40
Cassia (cinnamon).....	35
Gloves.....	90
Ginger.....	100
Mace.....	40
Nutmeg.....	60
Pimento (allspice).....	115
White pepper.....	40

(b) In lieu of a quota computed pursuant to (a) hereof, any packer, receiver, or industrial user may avail himself of a quota for any quota period of three months as specified herein of a total of 75 pounds of any restricted spice or any combination of restricted spices: *Provided*, That no more than 40 pounds of such 75 pounds alternative quota may consist of any restricted spice or any combination of restricted spices, exclusive of spice blends, having a quota percentage of 60 or less: *Provided, further*, That no person who avails himself of the provisions of § 1455.1 (g) (3) of Food Distribution Order No. 19, as amended, shall, in computing his quota pursuant to (a) hereof, include amounts of any restricted spice or any combination of restricted spices, exclusive of spice blends, delivered, accepted, or used in his business unit or units, for which he has availed himself of the alternative quota as permitted hereunder.

(c) Each packer, receiver, and industrial user shall correctly complete Form FDO 19-1 and submit such completed form to the Director of Food Distribution, War Food Administration, Washington, D. C., Ref. FD-19, on or before the 15th day of the month following the termination of each such quota period. (This reporting requirement has been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.)

(d) This order supersedes in all respects Director Food Distribution Order No. 19-1, issued by the Director of Food Distribution on February 8, 1943, as amended, except that, as to violations of said order, as amended, or rights accrued, liabilities incurred, or appeals taken under said order, said Director Food Distribution Order No. 19-1, as amended, shall be deemed in full force and effect for the purpose of sustaining any proper suit, action, or other proceeding with respect to any such violation, right, or liability.

(e) This order shall take effect at 12:01 a. m., e. w. t., July 1, 1943.

(E.O. 9280, 7 F.R. 10179; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; F.D.O. 19, 8 F.R. 1827)

Issued this 28th day of June 1943.

ROY F. HENDRICKSON,
Director of Food Distribution.

[F. R. Doc. 43-10427; Filed, June 29, 1943;
11:30 a. m.]

TITLE 10—ARMY: WAR DEPARTMENT
Chapter VIII—Procurement and Disposal
of Equipment and Supplies

PART 81—PROCUREMENT OF MILITARY SUPPLIES AND ANIMALS

MISCELLANEOUS AMENDMENTS

The following amendments and additions to the regulations contained in Part 81 are hereby prescribed. These regulations are also contained in War Department procurement regulations dated September 5, 1942 (7 F.R. 8082), as amended by Change No. 19, June 4, 1943.¹ In section numbers the figures to the right of the decimal point correspond with respective paragraph numbers in the procurement regulations.

AUTHORITY: Sec. 5a, National Defense Act, as amended, 41 Stat. 764, 54 Stat. 1225; 10 U.S.C. 1193-1195, and the First War Powers Act 1941, 55 Stat. 838, 50 U.S.C. Sup. 601-622.

GENERAL PURCHASE POLICIES

Section 81.223 (h) is amended as follows:

§ 81.223 *Factors governing placement of contracts.* * * *

(h) *Exceptions.* Upon specific request the Director, Purchases Division, Headquarters, Army Service Forces, may grant authority to depart from the policies stated in §§ 81.220 to 81.227. Requests for such authority stating the reasons therefor will be forwarded to the Smaller War Plants Branch, Purchases Division, Headquarters, Army Service Forces. One such specific exemption granted to The Quartermaster General is referred to in QMS par. 2-1-9 (5-15-43).

CONTRACTS

Section 81.314 (e) has been amended as follows:

§ 81.314 *Consent of sureties to modifications.* * * *

(e) *Form of consent of surety.* The following form of consent of surety is approved for use:

Consent of Surety is hereby given to the foregoing supplemental agreement, and the surety agrees that its bond or bonds shall apply to and cover the due performance of the contract as modified and extended thereby.

The words "supplemental agreement" will be changed to "change order" in appropriate cases.

¹ For previous changes see 7 F.R. 8163, 9268, 9660, 10184, 10247, 10640, 10906, 8 F.R. 401, 411, 2531, 3339, 3486, 3752, 5133, 5210 and 8629.

Section 81.325 is amended as follows:

§ 81.325 *Anti-discrimination clause.* Every contract, regardless of subject matter or amount, will contain the following clause without deviation:

Anti-discrimination. (a) The contractor, in performing the work required by this contract, shall not discriminate against any employee or applicant for employment because of race, creed, color or national origin.

(b) The contractor agrees that the provisions of paragraph (a) above will also be inserted in all of its subcontracts. For the purpose of this article, a subcontract is defined as any contract entered into by the contractor with any individual, partnership, association, corporation, estate, or trust, or other business enterprise or other legal entity, for a specific part of the work to be performed in connection with the supplies or services furnished under this contract; *Provided, however,* That a contract for the furnishing of standard or commercial articles or raw material shall not be considered as a subcontract.

NOTE: The foregoing clause, prohibiting discrimination against workers because of "national origin," is construed as prohibiting discrimination based on non-citizenship as well as discrimination based on country of origin.

Section 81.352 (c) is amended as follows:

§ 81.352 *Delays-damage clause.* * * *

(c) For the purposes of the first sentence of paragraph (b) of the Delays-damages clause set forth in paragraph (a) of this section, the chief of the technical service or such person as he may designate shall be deemed to be the "duly authorized representative of the Secretary of War." If desired, the term "chief of supply service or his duly authorized representative" may be substituted for the term "Secretary of War or his duly authorized representative".

PROCUREMENT OF SUPPLIES

In section 81.603 paragraph (e) is amended and paragraph (h) is added as follows:

§ 81.603 *Authority of Procurement Assignment Board.* * * *

(e) *Outstanding orders.* When action by the Board centralizes the responsibility for the purchase of a given item or class of items in a technical service:

(1) Any other technical service having such an item or class of items on order will promptly compile and transmit to the service assigned such responsibility a list of all outstanding orders for such items. These lists will indicate the following:

- (i) Number and adequate description of items including specifications and applicable funds;
- (ii) Name and address of supplier;
- (iii) Unit price;
- (iv) Delivery dates;
- (v) Status of deliveries, to be supplemented monthly;
- (vi) Contract or purchase order symbol; and
- (vii) Partial payments or advance payments already made.

(2) All existing contracts shall be transferred to the service to which responsibility for purchase has been assigned, effective upon a date mutually agreed upon by the participating services,

but not later than 60 days after notification to the services by the Board of its action.

(3) Signed instruments and other contractual documents shall be delivered to the service to which responsibility for purchase has been assigned not later than the effective date determined in subparagraph (2) above.

(4) The transfer shall be effected by the execution by the original contracting service of a supplemental agreement changing the allotment number and making any other necessary changes, or by such other means as may be determined by the service to which responsibility for purchase has been assigned.

(h) *Spare parts.* The assignments of responsibility for procurement of items or classes of items by the Procurement Assignment Board will be deemed to define in identical manner the responsibility for procurement of spare parts for all such items or classes of items, unless otherwise specifically indicated herein.

Section 81.608 (c) is amended to contain a new clearance.

§ 81.608 *Purchases from Federal Prison Industries Inc., Department of Justice.* * * *

(c) *General clearances.* (1) The following general clearance which covers purchases up to December 31, 1943, indicates not only the items as to which such clearance has been granted but also those items which are available, and which, accordingly, must be purchased from Federal Prison Industries, Inc.:

THE UNDER SECRETARY OF WAR,
Washington, D. C.

DEAR SIR:

Subject to applicable conservation and limitation orders, the following articles and services are available and can be furnished by Federal Prison Industries, Inc., from industries established under the Act of Congress approved May 27, 1930 (46 Stat., 391):

Brushes: Floor sweeps; all other types of brushes will be available for delivery after October 1, 1943.

Canvas goods: Shall covers, tarpaulins, truck covers, truck curtains, barracks bags, litters, bags, shower curtains, bandoleers; water tanks will be available for delivery after October 1, 1943.

Castings: Manhole frames and covers, grates, grate bars, gutter drains, for delivery in the following states only: Wisconsin, Michigan, Illinois, Indiana, Ohio, Pennsylvania, New Jersey, Maryland, West Virginia, Virginia, Kentucky, and the District of Columbia.

Fibre furniture.

Laundry services required by posts and stations within 25 miles of the Federal Correctional Institution, Tallahassee, Fla.; and by posts and stations within 100 miles of the U. S. Penitentiary, Alcatraz Island, California.

Milk: 1,000 pounds per day for delivery to Fort Bliss, Texas, only.

Sheet metal products: Storage shelving, transfer cases, food trays, tool boxes, tool cabinets, tool racks, fin assemblies, ammunition boxes, powder boxes, end stops for bomb storage.

Other metal products: Metal beds, berths and bunks, all types; bomb dunnage racks.

Wood furniture: Douglas 4C, wide arm, and side chairs; desk trays for delivery west of the Rock Mountains; desk trays will be available for delivery east of the Rocky Mountains after October 1, 1943.

Work gloves and mittens as listed in Schedule of Products.

CLEARANCE
[C-22126]

1. Clearance is granted to purchase from other sources articles manufactured or services rendered by Federal Prison Industries, Inc., not listed above.

2. Clearance is granted to purchase from other sources articles manufactured or services rendered by Federal Prison Industries, Inc., including the items listed above, in the following cases:

(a) By contractors or contracting officers under cost-plus-a-fixed-fee construction or supply contracts;

(b) By contracting officers under fixed-price (lump sum) construction or supply contracts, wherein the Government is required to furnish certain Government materials;

(c) When immediate delivery or performance is required by the public exigency;

(d) When suitable second hand or used articles can be procured;

(e) When required in small quantities and for delivery within ten days.

3. This clearance is to cover purchases made by the War Department only, and is effective for the period July 1 to December 31, 1943, inclusive.

4. Copy of this clearance should be attached to your contract or voucher when transmitted to the General Accounting Office, or reference made thereon to this clearance number.

Very truly yours,

FEDERAL PRISON INDUSTRIES, INC.,
By A. H. CONNER,
Associate Commissioner.

Section 81.613 (e) is amended as follows:

§ 81.613 *Purchases of property or other agencies through the Procurement Division, Treasury Department.* * * *

(e) *Regional property offices of Procurement Division.* Pursuant to Circular Letter No. 675, Supplement No. 1, the operations of the Procurement Division, Treasury Department, which had previously been centralized in Washington, D. C. were decentralized. The following regional offices were established:

Region I: *Regional Office*
Connecticut..... }
Maine..... } Regional Procurement Of-
Massachusetts... } ficer, U. S. Treasury De-
New Hampshire... } partment, Park Square
Rhode Island... } Bldg., Boston, Mass.
Vermont..... }

Region II:
Pennsylvania... }
New Jersey.... } Regional Procurement Of-
New York..... } ficer, U. S. Treasury De-
 } partment, 76 Ninth
 } Ave., New York, N. Y.

Region III:
District of Co- }
lumbia..... } Regional Procurement Of-
Delaware..... } ficer, U. S. Treasury De-
Maryland..... } partment, Seventh and
North Carolina } D Streets SW., Wash-
Virginia..... } ington, D. C.

Region IV:
Indiana..... }
Kentucky..... } Regional Procurement Of-
Ohio..... } ficer, U. S. Treasury De-
West Virginia.. } partment, 235 West
 } Twelfth Street, Cincin-
 } nati, Ohio.

Region V:
Illinois..... }
Michigan..... } Regional Procurement Of-
Minnesota..... } ficer, U. S. Treasury De-
No. Dakota..... } partment, 222 West
So. Dakota..... } North Bank Drive, Chi-
Wisconsin..... } cago, Ill.

- Region VI:
 - Alabama.....
 - Florida.....
 - Georgia.....
 - Mississippi.....
 - So. Carolina.....
 - Tennessee.....
- Region VII:
 - Arkansas.....
 - Louisiana.....
 - Oklahoma.....
 - Texas.....
- Region VIII:
 - Iowa.....
 - Kansas.....
 - Missouri.....
 - Nebraska.....
- Region IX:
 - Colorado.....
 - New Mexico.....
 - Utah.....
 - Wyoming.....
- Region X:
 - Arizona.....
 - California.....
 - Nevada.....
- Region XI:
 - Idaho.....
 - Oregon.....
 - Montana.....
 - Washington.....

Regional Procurement Officer, U. S. Treasury Department, 10 Forsyth Street Bldg., Atlanta, Ga.

Regional Procurement Officer, U. S. Treasury Department, 609 Neil P. Anderson Bldg., Fort Worth, Tex.

Regional Procurement Officer, U. S. Treasury Department, 6th floor, Porter Bldg., Kansas City, Mo.

Regional Procurement Officer, U. S. Treasury Department, 1630 Wazee Street, Denver, Colo.

Regional Procurement Officer, U. S. Treasury Department, 335 Fell Street, San Francisco, Calif.

Regional Procurement Officer, U. S. Treasury Department, Alaska Bldg., Seattle, Wash.

LABOR

Section 81.965 (b) is amended as follows:

§ 81.965 *Exceptions.* * * *

(b) *Building Trades Stabilization Agreement.* (1) Except as indicated in subparagraph (2) below, work on construction projects subject to the Wage Stabilization Agreement for the Building and Construction Trades Industry engaged in War Construction (July 1941) is exempted from the provisions of Executive Order 9240. The Agreement is entitled "Memorandum of Agreement between the Representative of Government Agencies Engaged in Defense Construction and the Building and Construction Trades Department of the American Federation of Labor." (See Order, Secretary of Labor, September 30, 1942.)

(2) On May 22, 1943, the Secretary of Labor determined that for the duration of the war, paragraph I (B) of Executive Order 9240, which recognizes the following six holidays only: New Year's Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, and Memorial Day, and requires compensation at the rate of time and one-half for work performed on such holidays, applies to work on construction projects which is subject to the Wage Stabilization Agreement for the Building and Construction Industry: *Provided*, That the clause in the Executive Order permitting the substitution of one holiday of greater local importance than Memorial Day does not apply to such work. (See Determination, Secretary of Labor, May 22, 1943.)

PLANT FACILITIES EXPANSION

Section 81.1015a is added as follows:

§ 81.1015a *Termination or cancellation of Emergency Plant Facilities Con-*

tracts. Whenever it is desired to effect termination or cancellation of an Emergency Plant Facilities Contract and permit the contractor to acquire all or any part of the interest of the Government in the facilities, the matter will be submitted in detail for the approval of the Under Secretary of War, through the Director, Purchases Division, Headquarters, Army Service Forces.

MISCELLANEOUS PURCHASE INSTRUCTIONS

Section 81.1122 is added as follows:

§ 81.1122 *Joint action with Navy with respect to contingent fees.* By memorandum dated May 3, 1943, the Director, Purchases Division, Headquarters, Army Service Forces, was directed by the Under Secretary of War to designate one or more officers to serve, with a representative or representatives to be selected by the Navy, on a Joint Army-Navy Committee to deal with the subject of contingent fees and excessive compensation of sales representatives for obtaining Government prime contracts and subcontracts thereunder.

(a) The Committee is authorized (1) to investigate facts and circumstances in connection with contingent fees or excessive compensation with respect to which either the War Department or Navy Department is interested; (2) to confer with prime contractors; subcontractors and sales representatives with a view to obtaining refunds or reduction of, or credits for, such illegal or excessive contingent fees or compensation paid or payable to such sales representatives, consistently with any outstanding regulations or instructions of the Department; (3) to recommend ways and means of obtaining such refunds, reduction or credits and the amounts thereof when owing to the Departments or either of them; (4) to establish a procedure for joint and cooperative action for the Departments with reference to the proper handling of these matters; and (5) directly to maintain close relations with the Department of Justice in policy matters of concern to that Department.

(b) Army representatives on the Committee (1) are to conduct their activities in close liaison with the War Department Price Adjustment Board in matters which affect renegotiation, and with the technical services in matters affecting contracts made by them; (2) are to report to the Under Secretary of War any case of fraud or possible criminal conduct discovered in the course of their activities which they believe should be reported to the Department of Justice; and (3) are to exercise such other authority and perform such other functions as may be authorized by the Director, Purchases Division, Headquarters, Army Service Forces, consistently with outstanding delegations of authority to him.

(c) In addition to the authority delegated to him under §§ 81.107 (e), (f) and (g), The Director, Purchases Division, Headquarters, Army Service Forces, in order to effectuate the purpose of the memorandum referred to in the introductory paragraph to this section, has

been authorized to take or authorize any action necessary or proper in connection with the activities of the aforementioned Committee and Army representatives on said Committee.

(d) Captain Gregory S. Prince, Legal Branch, Purchases Division, Headquarters, Army Service Forces, Extension 4369, has been designated as the Army representative. In addition to the activities specifically authorized, as set forth in paragraph (a) of this section, and without limitation of outstanding authority exercised by the chiefs of the technical services, the Army representative has been authorized to collect data, investigate, and negotiate or participate in negotiations with reference to contingent fees or commissions paid to any salesman, broker, or sales representative by any prime contractor or subcontractor on War Department contracts and to make recommendations to the several chiefs of technical services with reference to the disposition of specific cases of illegal or excessive sales compensation. The several technical services will furnish to the Army representative such assistance as he may request, and make recommendations to him as occasion may arise.

(e) The chiefs of the technical services shall designate an officer primarily charged with the duty of coordinating the activities of the several technical services, in matters relating to contingent fees and excessive sales expenses of contractors. The name of the officer so designated shall be furnished to the Army representative by memorandum, giving the full name, title, position, mailing address, and telephone extension number of such representatives.

Section 81.1135 (b) is amended as follows:

§ 81.1135 *Index of Army purchase items.* * * *

(b) *General index of articles purchased and applicable OPA regulations.*

Commodity	Regulations
Airplanes.....	Exempt
Automotive equipment and supplies (except automobiles for military purposes which are exempt)—	
Automobile parts.....	136-GMPR
Mechanic's hand tools.....	188-GMPR
Tires.....	63-119-143-GMPR

FORMS OF CONTRACTS

In § 81.1303 Appendix C to War Department Contract Form No. 3 is amended as follows:

§ 81.1303 *W. D. Contract Form No. 3.*

APPENDIX C

There is set forth below the present key employees proposed to be furnished under this contract indicating their names, description of work to be performed, an expression as to whether the salaries are based on a weekly, monthly or annual basis, and the maximum salary agreed upon to be paid for services in the position indicated for personnel now employed.

Name	Position	Salary based on weekly (W), monthly (M) or annual basis	Maximum salary agreed to be paid under contract

For the purposes of this Appendix C it is understood that

1. "Non-manual employees" are those employees who are not "laborers and mechanics" within the meaning of the Davis-Bacon Act. The term "non-manual employees" includes all occupations not involving manual labor directly in connection with construction work. Custodial employees are included within the term "non-manual employees". The following is a list (not all inclusive) of typical "non-manual" occupations:

- Accountants.
- Architects.
- Auditors.
- Axemen.
- Bookkeepers.
- Chainmen.
- Checkers.
- Chiefs of party.
- Clerks.
- Cooks.
- Draftsmen.
- Engineers.
- Executives of any kind.
- Guards.
- Levelmen.
- Material checkers.
- Material clerks.
- Messengers.
- Office machine operators.
- Office managers.
- Project managers.
- Purchasing agents.
- Rodmen.
- Stenographers.
- Stewards.
- Storekeepers.
- Superintendents.
- Telephone operators.
- Timecheckers.
- Timekeepers.
- Tool checkers.
- Transitmen.
- Typists.
- Waiters.
- Watchmen.
- Waterboys.

2. Non-manual employees will be classified in the following groups:

a. Group A. Employees whose base salaries are \$53.31 or less per week.

b. Group B. Employees whose base salaries are over \$53.31 and not over \$90.00 per week.

c. Group C. Employees whose base salaries are over \$90.00 per week.

d. Group D. Trade foremen employed by construction contractors.

3. The base salaries of all employees in Groups A and B are based on a work week of 40 hours. The base salaries of all employees in Group C are based on a minimum work week of 48 hours.

4. No offer of employment will be made to any prospective employee for work of the same general classification and responsibility as his present employment at a rate exceeding his present salary.

5. The base salary of a person not in the employ of the contractor prior to the execu-

tion of this contract will not be approved at a rate in excess of the maximum prescribed for the job classification in the approved salary schedule attached.

6. The base salary of a person in the employ of the contractor prior to the execution of the contract will not be approved at a base salary in excess of that paid immediately prior to execution plus such increases as the contractor customarily grants for work away from the home office, except that, in cases where the classifications of such a person is changed incident to or during his assignment to the project, the salary range in the approved salary schedule shall govern.

7. With regard to overtime payments:

a. Group A employees will be paid at the rate of time and one-half for all work which they are required to perform in excess of 40 hours during the first six days of any regularly scheduled work week, and at the rate of two times straight time for work which they are required to perform on the seventh consecutive day of such work week.

b. Group B employees will be paid at the rate of straight time for all work which they are required to perform in excess of 40 hours per week.

c. Group C employees will work any necessary number of hours (including work on Sundays) without payment of additional compensation.

d. Group D employees normally employed on an hourly basis will be granted the same overtime pay as the laborers and mechanics under their supervision. Group D employees employed on a weekly or monthly basis will be governed by the overtime provisions applicable to employees in Groups A, B, or C.

8. With regard to holiday payments:

a. No deductions from weekly or monthly base salaries of employees in Groups A, B, and C shall be made for approved absences on customary holidays, and no premium wage or extra compensation shall be paid for work on such holidays, except that employees in Group A who are required to work on the holidays specified below, shall be paid at the rate of one and one-half times the straight time rate:

- New Year's Day.
- July Fourth.
- Labor Day.
- Thanksgiving Day.
- Christmas Day.
- Memorial Day.

b. Group D employees normally employed on an hourly basis will be granted the same overtime pay as the laborers and mechanics under their supervision. Group D employees employed on a weekly or monthly basis will be governed by the holiday provisions applicable to Groups A, B, or C.

9. Worth on the seventh consecutive day:

a. Since it is the policy to provide that each worker will have one day of rest in seven, operations shall be arranged so as to permit one scheduled day of rest in each seven for all employees not engaged in an executive or supervisory capacity.

b. Only in situations of emergency will approval be granted to work, on the seventh consecutive day or more than 48 hours in any scheduled work week, those employees who are not engaged in executive or supervisory capacities. The Contracting Officer will obtain the prior approval of the Division Engineer or his designated representative before approving work in such cases.

10. Leave privileges: All employees of Groups A, B, C, and those employees of Group D who are employed on a weekly or monthly basis, shall accrue leave with pay at the rate of two days per month for each month of service in lieu of any sick or vacation allowance, subject to the following rules:

a. Leave granted for any reason in excess of two days per month will not be reimbursable.

b. Leave may be granted by the contractor, with the approval of the Contracting Officer, at such time or times as may be deemed in the best interests of the Government. Leave may be granted during the course of employment or at the completion of employment.

c. No leave will be accrued to any employee in excess of 48 days.

d. Unearned leave may not be advanced.

e. Employees separated because of their own misconduct (including such causes as insubordination, drunkenness on the job, theft, etc.) shall forfeit any leave which they may have accrued at the time of separation.

f. Employees who resign, or are involuntarily separated for causes not due to their misconduct, shall be entitled to all leave to and including date of separation.

g. Employees shall be charged with leave only for absence on days upon which they would normally be on duty.

h. The minimum charge for leave shall be one hour. Leave granted for less than one full day shall be proportionately charged.

i. Leave may not be granted for days of disability because of accidents which are covered by compensation insurance.

11. Approved salary schedule:

NONMANUAL EMPLOYEES OF COST-PLUS-A-FIXED-FEE PRINCIPAL AND SUBCONTRACTORS

Job classification	Salary ranges			
	Weekly		Monthly	
	From	To	From	To
Executive and office engineers:				
Architect, chief.....	\$92.31	\$150.00	\$400	\$650
Architect supt., chief.....	44.31	103.85	192	450
Architect supt.....	35.54	67.38	154	292
Architect supt., asst.....	31.15	53.31	135	231
Computer.....	35.54	92.31	154	400
Designer, chief.....	67.38	115.38	292	500
Designer, architectural.....	44.31	103.85	192	450
Designer, engineering.....	44.31	103.85	192	450
Draftsman, chief.....	53.31	103.85	231	450
Draftsman.....	26.54	53.31	115	231
Engineer, chief.....	92.31	150.00	400	650
Engineer, asst. chief.....	92.31	138.46	400	600
Engineer, departmental.....	92.31	138.46	400	600
Engineer, office.....	67.38	115.38	292	500
Engineer, junior.....	26.54	44.31	115	192
Specification writer, chief.....	67.38	115.38	292	500
Specification writer.....	44.31	92.31	192	400
Field engineers:				
Axeman.....	18.64	19.62	69	85
Chainman.....	17.77	26.54	77	115
Chief of party.....	35.54	67.38	154	292
Engineer, chief construction.....	92.31	138.46	400	600
Engineer, construction.....	53.31	115.38	231	500
Inspector, chief.....	35.54	67.38	154	292
Inspector.....	26.54	53.31	115	231
Instrument man.....	31.15	53.31	135	231
Rodman.....	22.15	31.15	96	135
Surveyor, chief.....	44.31	103.85	192	450
Construction personnel:				
Equipment manager.....	92.31	138.46	400	600
Estimator, chief.....	53.31	103.85	231	450
Estimator.....	35.54	53.31	154	231
Expediter, chief.....	44.31	103.85	192	450
Expediter.....	26.54	53.31	115	231
Labor relations manager.....	53.31	115.38	231	500
Master mechanic.....	53.31	115.38	231	500
Material checker.....	22.15	35.54	96	154
Paymaster.....	35.54	92.31	154	400
Paymaster, asst.....	26.54	53.31	115	231
Personnel manager.....	35.54	103.85	154	450
Priorities manager.....	35.54	103.85	154	450
Priorities manager, asst.....	35.54	53.31	154	231
Project manager.....	115.38	173.08	500	750
Project manager, asst.....	53.31	115.38	231	500
Purchasing agent.....	53.31	138.46	231	600
Purchasing agent, asst.....	35.54	53.31	154	231
Sanitary and safety manager.....	44.31	92.31	192	400
Storekeeper, chief.....	53.31	92.31	231	400
Storekeeper, asst.....	26.54	53.31	115	231
Superintendent, general.....	115.38	173.08	500	750
Superintendent, asst. gen.....	92.31	138.46	400	600
Superintendent.....	92.31	138.46	400	600
Superintendent, asst.....	53.31	92.31	231	400
Timekeeper, chief.....	35.54	92.31	154	400
Timekeeper, asst. chief.....	26.54	44.31	115	192
Timekeeper.....	17.77	35.54	77	154
Traffic manager.....	53.31	92.31	231	400
Traffic manager, asst.....	35.54	53.31	154	231

NONMANUAL EMPLOYEES OF COST-PLUS-A-FIXED-FEE PRINCIPAL AND SUBCONTRACTORS—Continued.

Job classification	Salary ranges			
	Weekly		Monthly	
	From	To	From	To
Office and miscellaneous personnel:				
Accountant.....	\$35.54	\$92.31	\$154	\$400
Accountant, asst.....	35.54	53.31	154	231
Attorney and notary.....	44.31	67.38	192	292
Auditor.....	53.31	126.92	231	550
Auditor, asst.....	53.31	92.31	231	400
Blueprint operator.....	31.15	39.92	135	173
Bookkeeper.....	26.54	48.92	115	212
Cashier.....	35.54	53.31	154	231
Chauffeur.....	17.77	26.54	77	115
Chief clerk.....	26.54	53.31	115	231
Clerk.....	17.77	35.54	77	154
Doctor.....	44.31	92.31	192	400
Fire chief.....	44.31	92.31	192	400
Fire chief, asst.....	35.54	53.31	154	231
Fireman.....	35.54	53.31	154	231
Guard.....	35.54	53.31	154	231
Janitor.....	17.77	22.15	77	96
Messenger.....	22.15	35.54	96	154
Nurse.....	17.77	35.54	77	154
Office boy.....	17.77	26.54	77	115
Office machine operator.....	17.77	26.54	77	115
Office manager.....	53.31	103.85	231	450
Office manager, asst.....	35.54	67.38	154	292
Receptionist.....	17.77	26.54	77	115
Safety (first aid) man.....	44.31	92.31	192	400
Secretary.....	17.77	31.15	77	135
Statistician.....	53.31	92.31	231	400
Statistician, asst.....	44.31	53.31	192	231
Stenographer.....	17.77	26.54	77	115
Stenotypist.....	17.77	31.15	77	135
Telephone operator.....	17.77	26.54	77	115
Typist.....	14.31	22.15	62	96
Watchman.....	17.77	31.15	77	135

- Accountants.
- Architects.
- Auditors.
- Axemen.
- Bookkeepers.
- Chainmen.
- Checkers.
- Chiefs of party.
- Clerks.
- Cooks.
- Draftsmen.
- Engineers.
- Executives of any kind.
- Guards.
- Levelmen.
- Material checkers.
- Material clerks.
- Messengers.
- Office machine operators.
- Office managers.
- Project managers.
- Purchasing agents.
- Rodmen.
- Stenographers.
- Stewards.
- Storekeepers.
- Superintendents.
- Telephone operators.
- Timecheckers.
- Timekeepers.
- Tool checkers.
- Transitmen.
- Typists.
- Waiters.
- Watermen.
- Waterboys.

c. Group C employees will work any necessary number of hours (including work on Sundays) without payment of additional compensation.

d. Group D employees normally employed on an hourly basis will be granted the same overtime pay as the laborers and mechanics under their supervision. Group D employees employed on a weekly or monthly basis will be governed by the overtime provisions applicable to employees in Group A, B, or C.

8. With regard to holiday payments:

a. No deductions from weekly or monthly base salaries of employees in Groups A, B, and C shall be made for approved absences on customary holidays, and no premium wage or extra compensation shall be paid for work on such holidays, except that employees in Group A who are required to work on the holidays specified below, shall be paid at the rate of one and one-half times the straight time rate:

- New Year's Day.
- July Fourth.
- Labor Day.
- Thanksgiving Day.
- Christmas Day.
- Memorial Day.

b. Group D employees normally employed on an hourly basis will be granted the same overtime pay as the laborers and mechanics under their supervision. Group D employees employed on a weekly or monthly basis will be governed by the holiday provisions applicable to Group A, B, or C.

9. Work on the seventh consecutive day:

a. Since it is the policy to provide that each worker will have one day of rest in seven, operations shall be arranged so as to permit one scheduled day of rest in each seven for all employees not engaged in an executive or supervisory capacity.

b. Only in situations of emergency will approval be granted to work, on the seventh consecutive day or more than 48 hours in any scheduled work week, those employees who are not engaged in executive or supervisory capacities. The Contracting Officer will obtain the prior approval of the Division Engineer or his designated representative before approving work in such cases.

10. Leave Privileges: All employees of Groups A, B, C, and those employees of Group D who are employed on a weekly or monthly basis, shall accrue leave with pay at the rate of two days per month for each month of service in lieu of any sick or vacation allowance, subject to the following rules:

a. Leave granted for any reason in excess of two days per month will not be reimbursable.

b. Leave may be granted by the architect-engineer, with the approval of the Contracting Officer, at such time or times as may be deemed in the best interests of the Government. Leave may be granted during the course of employment or at the completion of employment.

c. No leave will be accrued to any employee in excess of 48 days.

d. Unearned leave may not be advanced.

e. Employees separated because of their own misconduct (including such causes as insubordination, drunkenness on the job, theft, etc.) shall forfeit any leave which they may have accrued at the time of separation.

f. Employees who resign, or are involuntarily separated for causes not due to their misconduct, shall be entitled to all leave to and including date of separation.

g. Employees shall be charged with leave only for absence on days upon which they would normally be on duty.

h. The minimum charge for leave shall be one hour. Leave granted for less than one full day shall be proportionately charged.

i. Leave may not be granted for days of disability because of accidents which are covered by compensation insurance.

In § 81.1304 Appendix C to War Department Contract Form No. 4 is amended as follows:

§ 81.1304 W. D. Contract Form No. 4. . . .

APPENDIX C

There is set forth below the present key employees proposed to be furnished under this contract indicating their names, description of work to be performed, an expression as to whether the salaries are based on a weekly, monthly or annual basis, and the maximum salary agreed upon to be paid for services in the position indicated for personnel now employed.

Name	Position	Salary based on weekly (W), monthly (M) or annual basis	Maximum salary agreed to be paid under contract

For the purpose of this Appendix C, it is understood that:

1. "Non-manual employees" are those employees who are not "Laborers and mechanics" within the meaning of the Davis-Bacon Act. The term "Non-manual employees" includes all occupations not involving manual labor directly in connection with construction work. Custodial employees are included within the term "non-manual employees." The following is a list (not all inclusive) of typical "non-manual" occupations.

2. Non-manual employees will be classified in the following groups:

a. Group A. Employees whose base salaries are \$53.31 or less per week.

b. Group B. Employees whose base salaries are over \$53.31 and not over \$90.00 per week.

c. Group C. Employees whose base salaries are over \$90.00 per week.

d. Group D. Trade foremen employed by construction contractors.

3. The base salaries of all employees in Groups A and B are based on a work week of 40 hours. The base salaries of all employees in Group C are based on a minimum work week of 48 hours.

4. No offer of employment will be made to any prospective employee for work of the same general classification and responsibility as his present employment at a rate exceeding his present salary.

5. The base salary of a person not in the employ of the Architect-Engineer prior to the execution of this contract will not be approved at a rate in excess of the maximum prescribed for the job classification in the approved salary schedule attached.

6. The base salary of a person in the employ of the Architect-Engineer prior to the execution of the contract will not be approved at a base salary in excess of that paid immediately prior to execution plus such increases as the Architect-Engineer customarily grants for work away from the home office, except that, in cases where the classification of such a person is changed incident to or during his assignment to the project, the salary range in the approved salary schedule shall govern.

7. With regard to overtime payments:

a. Group A employees will be paid at the rate of time and one-half for all work which they are required to perform in excess of 40 hours during the first six days of any regularly scheduled work week, and at the rate of two times straight time for work which they are required to perform on the seventh consecutive day of such work week.

b. Group B employees will be paid at the rate of straight time for all work which they are required to perform in excess of 40 hours per week.

will obtain the prior approval of the Division Engineer or his designated representative before approving work in such cases.

10. Leave Privileges: All employees of Groups A, B, C, and those employees of Group D who are employed on a weekly or monthly basis, shall accrue leave with pay at the rate of two days per month for each month of service in lieu of any sick or vacation allowance, subject to the following rules:

a. Leave granted for any reason in excess of two days per month will not be reimbursable.

b. Leave may be granted by the A-E-M, with the approval of the Contracting Officer, at such time or times as may be deemed in the best interests of the Government. Leave may be granted during the course of employment or at the completion of employment.

c. No leave will be accrued to any employee in excess of 48 days.

d. Unearned leave may not be advanced.

e. Employees separated because of their own misconduct (including such causes as insubordination, drunkenness on the job, theft, etc.) shall forfeit any leave which they may have accrued at the time of separation.

f. Employees who resign, or are involuntarily separated for causes not due to their misconduct, shall be entitled to all leave to and including date of separation.

g. Employees shall be charged with leave only for absence on days upon which they would normally be on duty.

h. The minimum charge for leave shall be one hour. Leave granted for less than one full day shall be proportionately charged.

i. Leave may not be granted for days of disability because of accidents which are covered by compensation insurance.

11. Approved salary schedule:

NONMANUAL EMPLOYEES OF COST-PLUS-A-FIXED-FEE PRINCIPAL AND SUBCONTRACTORS

Job classification	Salary ranges			
	Weekly		Monthly	
	From	To	From	To
Executive and office engineers:				
Architect, chief.....	\$92.31	\$150.00	\$400	\$650
Architect supt., chief.....	44.31	103.85	192	450
Architect supt.....	35.54	67.38	154	292
Architect supt., asst.....	31.15	53.31	135	231
Computer.....	35.54	92.31	154	400
Designer, chief.....	67.38	115.38	292	500
Designer, architectural.....	44.31	103.85	192	450
Designer, engineering.....	44.31	103.85	192	450
Draftsman, chief.....	53.31	103.85	231	450
Draftsman.....	26.54	53.31	115	231
Engineer, chief.....	92.31	150.00	400	650
Engineer, asst. chief.....	92.31	138.46	400	600
Engineer, departmental.....	92.31	138.46	400	600
Engineer, office.....	67.38	115.38	292	500
Engineer, junior.....	26.54	44.31	115	192
Specification writer, chief.....	67.38	115.38	292	500
Specification writer.....	44.31	92.31	192	400
Field engineers:				
Axeman.....	18.64	19.62	60	85
Chainman.....	17.77	26.54	77	115
Chief of party.....	35.54	67.38	154	292
Engineer, chief construction.....	92.31	138.46	400	600
Engineer, construction.....	53.31	115.38	231	500
Inspector, chief.....	35.54	67.38	134	292
Inspector.....	26.54	53.31	115	231
Instrument man.....	31.15	53.31	135	231
Rodman.....	22.15	31.15	96	135
Surveyor, chief.....	44.31	103.85	192	450
Construction personnel:				
Equipment manager.....	92.31	138.46	400	600
Estimator, chief.....	53.31	103.85	231	450
Estimator.....	35.54	53.31	154	231
Expediter, chief.....	44.31	103.85	192	450
Expediter.....	26.54	53.31	115	231
Labor relations manager.....	53.31	115.38	231	500
Master mechanic.....	53.31	115.38	231	500
Material checker.....	22.15	35.54	96	154
Paymaster.....	35.54	92.31	154	400
Paymaster, asst.....	26.54	53.31	115	231
Personnel manager.....	35.54	103.85	154	450
Priorities manager.....	35.54	103.85	154	450
Priorities manager, asst.....	35.54	63.31	154	231
Project manager.....	115.38	173.08	500	750
Project manager, asst.....	53.31	115.38	231	500
Purchasing agent.....	53.31	138.46	231	600

NONMANUAL EMPLOYEES OF COST-PLUS-A-FIXED-FEE PRINCIPAL AND SUBCONTRACTORS—Continued.

Job classification	Salary ranges			
	Weekly		Monthly	
	From	To	From	To
Construction personnel—Continued.				
Purchasing agent, asst.....	\$35.54	\$53.31	\$154	\$231
Sanitary and safety manager.....	44.31	92.31	192	400
Storekeeper, chief.....	53.31	92.31	231	400
Storekeeper, asst.....	26.54	53.31	115	231
Superintendent general.....	115.38	173.08	500	750
Superintendent, asst. gen.....	92.31	138.46	400	600
Superintendent.....	92.31	138.46	400	600
Superintendent, asst.....	53.31	92.31	231	400
Timekeeper, chief.....	35.54	92.31	154	400
Timekeeper, asst. chief.....	26.54	44.31	115	192
Timekeeper.....	17.77	35.54	77	154
Traffic manager.....	53.31	92.31	231	400
Traffic manager, asst.....	35.54	53.31	154	231
Office and miscellaneous personnel:				
Accountant.....	35.54	92.31	154	400
Accountant, asst.....	35.54	53.31	154	231
Attorney and notary.....	44.31	67.38	192	292
Auditor.....	53.31	126.92	231	550
Auditor, asst.....	53.31	92.31	231	400
Blue print operator.....	31.15	39.92	135	173
Bookkeeper.....	26.54	45.92	115	212
Cashier.....	35.54	53.31	154	231
Chauffeur.....	17.77	26.54	77	115
Clerk.....	26.54	53.31	115	231
Clerk.....	17.77	35.54	77	154
Doctor.....	44.31	92.31	192	400
Fire chief.....	44.31	92.31	192	400
Fire chief, asst.....	35.54	53.31	154	231
Fireman.....	35.54	53.31	154	231
Guard.....	35.54	53.31	154	231
Janitor.....	17.77	22.15	77	96
Messenger.....	22.15	35.54	96	154
Nurse.....	17.77	35.54	77	154
Office boy.....	17.77	26.54	77	115
Office machine operator.....	17.77	26.54	77	115
Office manager.....	53.31	103.85	231	450
Office manager, asst.....	35.54	67.38	154	292
Receptionist.....	17.77	26.54	77	115
Safety (first aid) man.....	44.31	92.31	192	400
Secretary.....	17.77	31.15	77	135
Statistician.....	53.31	92.31	231	400
Statistician, asst.....	44.31	53.31	192	231
Stenographer.....	17.77	26.54	77	115
Stenotypist.....	17.77	31.15	77	135
Telephone operator.....	17.77	26.54	77	115
Typist.....	14.31	22.15	62	96
Watchman.....	17.77	31.15	77	135

[SEAL] H. B. LEWIS, Brigadier General, Acting The Adjutant General.

[F. R. Doc. 43-10252; Filed, June 26, 1943; 9:21 a. m.]

Chapter X—Areas Restricted for National Defense Purposes

[Public Proclamation 2]

PART 105—ESTABLISHMENT OF MILITARY AREAS

MILITARY AREA NO. 1 OF THE STATE OF TENNESSEE

MARCH 25, 1943.

Headquarters Southern Defense Command Fort Sam Houston, Texas. To whom it may concern:

Whereas by Executive Order No. 9066, February 19, 1942 (7 F.R. 1407), the President of the United States authorized and directed the Secretary of War and the Military Commanders whom he may from time to time designate, whenever he or any such designated Commander deems such action necessary or desirable, to prescribe military areas in such places and of such extent as he or the appropriate Military Commander may determine, from which any or all persons may

be excluded, and with respect to which the right of any person to enter, remain in, or leave shall be subject to whatever restrictions the Secretary of War or the appropriate Military Commander may impose, in his discretion; and

Whereas The Secretary of War on April 22, 1942, designated the Commanding General, Southern Defense Command, as the Military Commander to carry out the duties and responsibilities imposed by said Executive Order for that portion of the United States embraced in the Southern Defense Command; and

Whereas by virtue of orders issued by the War Department on March 17, 1941, as amended by orders issued by the War Department on December 20, 1941, on March 18, 1942, on March 31, 1942, and on April 19, 1942, that portion of the continental United States included in the states of Alabama, Arkansas, that part of Florida west of the Apalachicola River, Louisiana, Mississippi, New Mexico, Oklahoma, Tennessee, and Texas has been established as the Southern Defense Command, which is now under my command; and

Whereas the Southern Defense Command embraces portions of the United States which are particularly subject to attack, to attempted invasion by the armed forces of nations with which the United States is now at war, to espionage, and to acts of sabotage, thereby requiring the adoption of military measures necessary to establish safeguards against such enemy operations;

Now therefore, I, Courtney H. Hodges, Lieutenant General, U. S. Army, by virtue of the authority vested in me by the President of the United States and by the Secretary of War and my powers and prerogatives as Commanding General of the Southern Defense Command, charged with the defense of my Command, do hereby declare and proclaim that:

§ 105.4 Military Area No. 1 of the State of Tennessee—(a) General. (1) Pursuant to a determination by me of military necessity for such action and by direction of the Secretary of War, the following described area lying and being situate within the Second Civil District of Roane County, Tennessee, and the Eighth and Ninth Civil Districts of Anderson County, Tennessee, and known as the Clinton Engineering Works, is hereby declared Military Area No. 1 of the State of Tennessee and is additionally designated and established as Total Exclusion Area No. 1 of the State of Tennessee.

A tract of land beginning at a point in the west line of the L. & N. Railroad, Wind Rock Branch, where the county road crosses the same at a point 200 feet, more or less, northwest of Dossett Station on said L. & N. Railroad; thence northwesterly and southwesterly following the westerly and southerly right of way line of said L. & N. Railroad 4.56 miles, more or less, to Batley Station on said L. & N. Railroad; thence, leaving the L. & N. Railroad right of way and on an approximate bearing south 55° west 1.25 miles, more or less, to the fork of the Mahoney Road and Highway No. 61; thence continuing on an approximate bearing south 50° west 3.05 miles, more or less, to a point in the center of the East Fork-Valley-Oliver Springs Road

at the point of the main curve in said road on the north side of Black Oak Ridge, said point being approximately $\frac{1}{4}$ mile south measured from the junction of said road and the Maloneyville Road opposite Lockett's Ford Bridge; thence continuing on an approximate bearing south 49° west 3.7 miles, more or less, to a point near a two-story shed on the property of Robert Gallaher; thence continuing on an approximate bearing south 37° west 2.7 miles, more or less, to a point in the center of Clinch River at River mile 11.4; thence upstream with the center line of Clinch River and its various meanders 40 miles to the west line of the L. & N. Railroad bridge across Clinch River; thence northwesterly leaving the river and following the west right of way of the L. & N. main line $1\frac{1}{2}$ miles, more or less, to the point of junction of the L. & N. main line and the Wind Rock Branch line of said L. & N. Railroad, said point of junction being approximately 100 feet, more or less, south of Dossett Station; thence continuing northwesterly with the west right of way line of the L. & N. Railroad, Wind Rock Branch, 300 feet, more or less, to the place of beginning and containing 56,200 acres, more or less.

The above described military area is shown on the map of the State of Tennessee attached hereto and marked "Annex No. 1."¹

(2) The District Engineer, Manhattan District, Office of the Chief of Engineers, U. S. Army, shall determine the terms and conditions under which any and all persons shall be permitted to enter, remain in, or leave the above described Military Area No. 1, of the State of Tennessee.

(3) Any person violating the foregoing restrictions with respect to Military Area No. 1 of the State of Tennessee herein prescribed, or any of the terms or conditions of entering, remaining in, or departing therefrom, prescribed under authority hereof, will be subject to the criminal penalties provided by the Act of Congress approved March 21, 1942, entitled "An Act to provide a penalty for the violation of restrictions or orders with respect to persons entering, remaining in, leaving, or committing any act in military areas or zones." (56 Stat. 173, 18 USCA, Sec. 97a) and may result in the exclusion of such person from other designated military areas.

[SEAL] COURTNEY H. HODGES,
Lieutenant General, U. S. Army,
Commanding.

Confirmed:

J. A. ULIO,
Major General,
The Adjutant General.

[F. R. Doc. 43-10419; Filed, June 29, 1943;
9:23 a. m.]

TITLE 16—COMMERCIAL PRACTICES

Chapter I—Federal Trade Commission

[Docket No. 3447]

PART 3—DIGEST OF CEASE AND DESIST ORDERS

DOROTHY GRAY, LTD., ET AL.

§ 3.6 (t) Advertising falsely or misleadingly—Qualities or properties of

¹ Filed with original document.

No. 128—4

product or service: § 3.6 (x) Advertising falsely or misleadingly—Results. In connection with offer, etc., in commerce, of respondents' cosmetics or any similar products, representing (1) that the Vitamin D contained in respondents' cosmetic creams will cause the coloring of the skin to be cleared or brightened, will make skin texture softer, will smooth lines out of the skin or will provide any beneficial effect whatsoever to the skin; (2) that treatments with respondents' cosmetic preparations tighten the relaxed contour of the face or stimulate lagging circulation or have any effect upon circulation in excess of temporarily stimulating local circulation; (3) that treatments with respondents' cosmetic preparations will clear the pores of dirt and other accumulations; (4) that respondents' cosmetic preparations will remove, counteract or fortify against lines or wrinkles in the skin; or (5) that respondents' Special Toning Oil, used alone or in combination with their creams, will penetrate the skin, prohibited, subject to the provision, however, as respects said third prohibition, that the respondents are not thereby prohibited from representing that such creams may remove superficial accumulations of dirt from the pore openings, and subject to the further provision, as respects said fourth prohibition, that respondents are not prohibited thereby from representing that an emollient cream which lubricates the skin will aid in smoothing out lines caused solely by dryness of the skin. (Sec. 5, 38 Stat. 719, as amended by sec. 3, 52 Stat. 112; 15 U.S.C., sec. 45b) [Cease and desist order, Dorothy Gray, Ltd., et al., Docket 3447, June 19, 1943]

In the Matter of Dorothy Gray, Ltd., a Corporation, Dorothy Gray Salons, a Corporation, and Lehn & Fink Products Corporation, a Corporation

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 19th day of June, A. D. 1943.

This proceeding having been heard by the Federal Trade Commission, upon the complaint of the Commission, the answer of the respondents, and a stipulation as to the facts entered into between the respondents herein and Richard P. Whiteley, Assistant Chief Counsel for the Commission, which provides, among other things, that without further evidence or other intervening procedure, the Commission may issue and serve upon the respondents herein 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 conclusion that said respondents have violated the provisions of the Federal Trade Commission Act;

It is ordered, That the respondents, Dorothy Gray, Ltd., a corporation, and Lehn & Fink Products Corporation, a corporation, and their respective officers, representatives, agents and employees, directly or through any corporate or other device, in connection with the offering for sale, sale and distribution in

commerce, as commerce is defined in the Federal Trade Commission Act, of their cosmetic preparations or any products of substantially similar composition, or possessing substantially similar properties, do forthwith cease and desist from representing:

1. That the Vitamin D contained in respondents' cosmetic creams will cause the coloring of the skin to be cleared or brightened, will make skin texture softer, will smooth lines out of the skin or will provide any beneficial effect whatsoever to the skin;

2. That treatments with respondents' cosmetic preparations tighten the relaxed contour of the face or stimulate lagging circulation or have any effect upon circulation in excess of temporarily stimulating local circulation;

3. That treatments with respondents' cosmetic preparations will clear the pores of dirt and other accumulations: *Provided, However,* That the respondents are not hereby prohibited from representing that such creams may remove superficial accumulations of dirt from the pore openings;

4. That respondent's cosmetic preparations will remove, counteract or fortify against lines or wrinkles in the skin: *Provided, however,* Respondents are not prohibited hereby from representing that an emollient cream which lubricates the skin will aid in smoothing out lines caused solely by dryness of the skin;

5. That respondents' Special Toning Oil, used alone or in combination with their creams, will penetrate the skin.

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

It is further ordered, That the case growing out of the complaint issued herein be closed, without prejudice, insofar as the respondent Dorothy Gray Salons, a corporation, is concerned for the reason that said respondent corporation was liquidated and dissolved April 1, 1941.

By the Commission.

[SEAL] OTIS B. JOHNSON,
Secretary.

[F. R. Doc. 43-10425; Filed, June 29, 1943;
11:20 a. m.]

TITLE 26—INTERNAL REVENUE

Chapter I—Bureau of Internal Revenue

Subchapter D—Social Security and Carrier Taxes

[T. D. 5277]

PART 404—COLLECTION OF INCOME TAX AT SOURCE ON WAGES

Advance regulations relating to collection of income tax at source on wages under subchapter D and subchapter E of chapter 9 of the Internal Revenue Code, as added by section 2 of the Current Tax Payment Act of 1943.

Sec.	
404.0	Introductory.
404.1	Effective date of income tax withholding and expiration date for victory tax withholding.
404.2	Payroll period.
404.3	Employer.
404.4	Return and payment of income tax withheld on wages.
404.5	Use of government depositaries in connection with payment of taxes.
404.6	Receipts for tax withheld at source on wages.
404.7	Withholding in the case of certain nonresident alien individuals.
404.8	Withholding on basis of average wages.
404.9	Supplemental wage payments.
404.10	Pensions and retired pay.
404.11	Period less than one week.
404.12	Wages paid on behalf of two or more employers.
404.13	Rounding off of wage payment.
404.14	Expenses.
404.15	Wages paid in property other than money.

AUTHORITY: §§ 404.0-404.15 inclusive issued under sec. 2, Pub. Law 68, 78th Cong.; secs. 62, 1420 (c), 1429, 3791, 53 Stat. 32, 176, 178, 437; 26 U.S.C. 62, 1420 (c), 1429, 3791.

§ 404.0 *Introductory.* Section 2 of the Current Tax Payment Act of 1943 (Public Law 68, 78th Congress), approved June 9, 1943, adds to chapter 9 of the Internal Revenue Code, relating to employment taxes, subchapter D, relating to collection of income tax at source on wages, and subchapter E, general provisions. Pending the promulgation of comprehensive regulations under the said section 2, the following advance regulations are hereby prescribed. These regulations are not necessarily complete as to the subject-matter covered. Their purpose is to state certain basic principles which will be of immediate assistance to employers in the inauguration of the withholding system.

§ 404.1 *Effective date of income tax withholding and expiration date for victory tax withholding.* Beginning July 1, 1943, every employer is required to deduct and withhold from the wages (as defined in section 1621 of the Internal Revenue Code) of his employees paid on or after July 1, 1943, a tax determined in accordance with the provisions of section 1622 of the Internal Revenue Code, as added by section 2 of the Current Tax Payment Act of 1943. However, wages paid for payroll periods beginning prior to July 1, 1943, are not subject to such withholding, unless paid after December 31, 1943. On and after July 1, 1943, withholding under the victory tax provisions of the Internal Revenue Code is discontinued except with respect to wages paid in 1943 for payroll periods beginning before July 1, 1943.

The tax required to be withheld under section 1622 of the Internal Revenue Code is applicable to (1) all wages actually or constructively paid on or after July 1, 1943, for payroll periods beginning on or after that date, (2) all wages actually or constructively paid on or after July 1, 1943, if paid without regard to a payroll period, and (3) all wages actually or constructively paid on or after January 1, 1944 (regardless of whether such wages are paid for a payroll period beginning before July 1, 1943). These

rules are applicable regardless of the method of accounting followed by the employee in computing his income for tax purposes.

The following examples illustrate the application of the foregoing rules:

Example (1). On July 10, 1943, wages are paid to an employee for a weekly payroll period beginning on July 4, 1943. These wages are subject to withholding under the provisions of section 1622 of the Internal Revenue Code.

Example (2). On July 1, 1943, an employee receives wages which are paid without regard to a payroll period, e. g., commissions paid for services performed prior to July 1. These wages are subject to withholding under section 1622 of the Internal Revenue Code.

Example (3). An employer ordinarily pays his employees on the basis of a weekly payroll period and, in addition, pays them a bonus every 3 months. On July 10, 1943, the employer pays an employee wages for the weekly payroll period beginning July 4, and a bonus for the 3 months ending June 30, 1943. The bonus, as well as the weekly wage, is subject to withholding under the provisions of section 1622. (See § 404.9 of these regulations.)

Example (4). On June 26, 1943, the employee is paid his regular weekly wage for the week ending June 26, and is also paid advance vacation pay for the weeks beginning June 27 and July 4. Each of these payments is subject to withholding under the victory tax provisions (section 466, Part II, subchapter D, chapter 1 of the Internal Revenue Code), and not under the provisions of section 1622 of the Internal Revenue Code.

Example (5). On July 3, 1943, wages are paid to an employee for a weekly payroll period beginning June 27, 1943. These wages are subject to withholding under the victory tax provisions (section 466, Part II, subchapter D, chapter 1 of the Internal Revenue Code), and not under the provisions of section 1622.

Example (6). In Example 5, wages with respect to the weekly payroll period beginning on June 27, 1943, are paid to the employee on January 3, 1944. These wages are subject to withholding under the provisions of section 1622 and not under the victory tax provisions.

Example (7). On July 12, 1943, an employee is paid his regular weekly wages for the weekly payroll period ended July 10 plus overtime pay for the weekly payroll period ended July 3. The regular weekly wage is subject to withholding under the provisions of section 1622 of the Internal Revenue Code. The overtime pay for the payroll period ended July 3 is subject to withholding under the victory tax provisions (section 466, Part II, subchapter D, chapter 1).

Wages are constructively paid within the meaning of this section when they are credited to the account of or set apart for an employee so that they may be drawn upon by him at any time although not then actually reduced to possession. To constitute payment in such a case, the wages must be credited or set apart to the employee without any substantial limitation or restriction as to the time or manner of payment or condition upon which payment is to be made, and must be made available to him so that they may be drawn upon at any time, and their payment brought within his control and disposition.

§ 404.2 *Payroll period.* The term "payroll period" means the period of service for which a payment of wages is ordinarily made to an employee by his employer. It is immaterial that the wages are not always paid at regular intervals. For example, if an employer ordinarily pays a particular employee

for each calendar week at the end of the week, but if for some reason the employee in a given week receives a payment in the middle of the week for the portion of the week already elapsed and receives the remainder at the end of the week, the payroll period is still the calendar week; or if, instead, that employee is sent on a three-week trip by his employer and receives at the end of the trip a single wage payment for three weeks' services, the payroll period is still the calendar week, and the wage payment shall be treated as though it were three separate weekly wage payments.

For the purpose of section 1622 of the Internal Revenue Code, an employee can have but one payroll period with respect to wages paid by any one employer. Thus, if an employee is paid a regular wage for a weekly payroll period and in addition thereto is paid supplemental wages (for example, bonuses) determined with respect to a different period, the payroll period is the weekly payroll period.

§ 404.3 *Employer.* For the purposes of collection of income tax at source on wages under the provisions of subchapter D, chapter 9 of the Internal Revenue Code, the term "employer" means any person for whom an individual performs or performed any service, of whatever nature, as the employee of such person.

It is not necessary that the services be continuing at the time the wages are paid in order that the status of employer exist. Thus, for purposes of withholding, a person for whom an individual has performed past services for which he is yet receiving wages from such person is an "employer".

Section 1622 of the Internal Revenue Code also designates the following special classes of persons as "employers":

(a) If the person for whom the services are or were performed does not have legal control of the payment of the wages for such services, the term "employer" means (except for the purpose of the definition of "wages") the person having such control. For example, where wages, such as certain types of pensions or retired pay, are paid by a trust and the person for whom the services were performed has no legal control over the payment of such wages, the trust is the "employer".

(b) The term "employer" also means (except for the purpose of the definition of "wages") any person paying wages on behalf of a nonresident alien individual, foreign partnership, or foreign corporation, not engaged in trade or business within the United States.

It is a basic purpose to centralize in the employer the responsibility for withholding, returning, and paying the tax and furnishing the statements required under section 1625. The foregoing two special definitions of the term "employer" are designed solely to meet unusual situations. They are not intended as a departure from the basic purpose.

As a matter of business administration, certain of the mechanical detail of the withholding process may be handled by representatives of the employer. Thus, in the case of a corporate employer hav-

ing branch offices, the branch manager or other representative may actually, as a matter of internal administration, withhold the tax or prepare the statements required under section 1625. Nevertheless, the legal responsibility for withholding, paying, and returning the tax and furnishing such statements rests with the corporate employer.

An employer may be an individual, a corporation, a partnership, a trust, an estate, a joint-stock company, an association, or a syndicate, group, pool, joint venture, or other unincorporated organization, group, or entity. A trust or estate, rather than the fiduciary acting for on or behalf of the trust or estate, is generally the employer.

The term "employer" embraces not only individuals and organizations engaged in trade or business, but organizations exempt from income tax, such as religious and charitable organizations, educational institutions, clubs, social organizations and societies, as well as the governments of the United States, the States, Territories, and the District of Columbia, including their agencies, instrumentalities and political subdivisions.

§ 404.4 *Return and payment of income tax withheld on wages.* Every person required, under the provisions of section 1622 of the Internal Revenue Code, as added by section 2 of the Current Tax Payment Act of 1943, to deduct and withhold the tax on wages shall make a return and pay such tax on or before the last day of the month following the close of each of the quarters ending March 31, June 30, September 30, and December 31. Such return is to be made on Form W-1, Return of Income Tax Withheld on Wages, and must be filed with the collector of internal revenue for the district in which is located the principal place of business or office of the employer, or if he has no principal place of business or office, then in the district in which is located his legal residence. There shall be included with the return filed for the fourth quarter of the calendar year, or with the employer's final return, if filed at an earlier date, a duplicate of each Statement of Income Tax Withheld on Wages (Form W-2), together with a reconciliation on Form W-3, (Reconciliation of Quarterly Returns of Income Tax Withheld on Wages (Form W-1 with Statements of Income Tax Withheld on Wages (Form W-2 and Form V-2)) of the quarterly returns with the statements furnished employees. In the case of a large number of duplicate statements (Form W-2) they may be forwarded to the collector in a separate package, properly identified by reference to the return (Form W-1). In such case, Form W-3 should accompany the duplicate statements (Form W-2). Employers with numerous establishments or payrolls should assemble the duplicate statements by establishments or by payrolls.

Every person required to withhold and pay any tax under section 1622 shall keep such records as will indicate the persons employed during the year payments to whom are subject to withholding, the periods of employment, and the

amounts and dates of payment to such persons. Such records shall be kept at all times available for inspection by internal revenue officers.

The return must be signed by the employer or other person required to withhold and pay the tax and shall contain or be verified by a written declaration that it is made under the penalties of perjury.

If the person required to withhold and pay the tax under section 1622 is a corporation, the return shall be made in the name of the corporation and shall be signed and verified by the president, vice-president, or other principal officer.

With respect to any tax required to be withheld under section 1622 by a fiduciary, the return shall be made in the name of the individual, estate, or trust for which such fiduciary acts, and shall be signed and verified by such fiduciary. In the case of two or more joint fiduciaries the return shall be signed and verified by one of such fiduciaries.

If the United States, a State, Territory, or political subdivision, or the District of Columbia, or any agency or instrumentality of any one or more of the foregoing is the employer, the return of the tax may be made by the officer or employee having control of the payment of wages or other officer or employee appropriately designated for that purpose.

The last return on Form W-1 for any employer required to withhold and pay any tax under section 1622, who during the calendar year either goes out of business or otherwise ceases to pay wages, shall be marked "Final return" by such employer. Such final return shall be filed with the collector on or before the thirtieth day after the date on which the final payment of wages is made for services performed for such employer, and shall plainly show the period covered and also the date of the last payment of wages. There shall be executed as part of each final return a statement, in duplicate, giving the address at which the records required by this section will be kept, the name of the person keeping such records and, if the business has been sold or otherwise transferred to another person, the name and address of such person and the date on which such sale or other transfer took effect. If no such sale or transfer occurred or the employer does not know the name of the person to whom the business was sold or transferred, that fact should be included in the statement. An employer who has only temporarily ceased to pay wages, including an employer engaged in seasonal activities, shall continue to file returns, but shall enter on the face of any return on which no tax is required to be reported a statement showing the date of the last payment of wages and the date when he expects to resume paying wages.

§ 404.5 *Use of government depositaries in connection with payment of taxes.* It will be the duty of every employer who withheld more than \$100 during the month to pay, within 10 days after the close of each calendar month, to a depositary and financial agent authorized by the Secretary of the

Treasury to receive deposits of withheld taxes, pursuant to section 1631 of the Internal Revenue Code as added by the Current Tax Payment Act of 1943, all funds withheld as taxes during that calendar month. (All banks insured by the Federal Deposit Insurance Corporation are eligible to qualify as depositaries and financial agents). On or before the last day of the month following the close of each quarter of each calendar year, every employer shall make a return on Form W-1 to the collector of his district, covering the aggregate amount of taxes withheld during that quarter, and attach to such return, as payment for the taxes shown thereon, receipts in the form approved by the Secretary of the Treasury, issued by the authorized depositary and financial agent evidencing the payment of funds withheld as taxes: *Provided, however,* That for taxes withheld during the last month of the quarter the employer may, at his election, in lieu of this method of payment, include with his return direct remittance to the collector for the amount of the taxes withheld during such last month of the quarter. The employer may obtain from his local bank the names and locations of the nearby depositaries and financial agents authorized to receive deposits of withheld taxes. A list of the depositaries and financial agents will be furnished each bank by the Federal Reserve Bank of the District.

§ 404.6 *Receipts for tax withheld at source on wages—(a) In general.* Under the provisions of section 1625 of the Internal Revenue Code, as added by section 2 of the Current Tax Payment Act of 1943, every employer or other person required to deduct and withhold tax shall furnish to each employee from whose wages taxes are withheld a written statement on Form W-2, Statement of Income Tax Withheld on Wages, showing the wages paid and the amount of the tax withheld during the calendar year. In any case in which such statement is required to be furnished the statement must also show all other remuneration (which does not constitute wages within the meaning of section 1621) actually or constructively paid to the employee during the calendar year. For the calendar year 1943 only one statement is required. It should cover the victory tax withheld under the provisions of section 466 of the Internal Revenue Code and income tax withheld under the provisions of section 1622 of the Internal Revenue Code, and it is necessary to show only the aggregate amount of the taxes withheld, without segregation of the two taxes. Statements prepared in substantially like form and size as Form W-2, but in no case larger than 8 x 3½ inches, will be acceptable.

The statement on Form W-2 shall be furnished to the employee on or before January 31 of the succeeding calendar year, or, if his employment is terminated before the close of such calendar year, on the day on which the last payment of wages is made.

(b) *Extension of time for furnishing statements to employees.* An extension of time, not exceeding 30 days, within

which to furnish the statement (Form W-2) required by section 1625 (a) upon termination of employment is hereby granted any employer with respect to any employee whose employment is terminated during the calendar year. In the case of intermittent or interrupted employment where there is reasonable expectation on the part of both employer and employee of further employment, there is no requirement that a statement be immediately furnished the employee; but when such expectation ceases to exist, the statement must be furnished within 30 days from that time.

(c) *Form 1099 information returns.* The making of information returns, Form 1099, will not be required with respect to any individual from whom tax has been withheld: *Provided*, That duplicates of the statements (Form W-2 and Form V-2) are furnished with the last return (Form W-1) for the year.

§ 404.7 *Withholding in the case of certain nonresident alien individuals.* Withholding is required in the case of wages paid to nonresident aliens who are residents of a contiguous country (Canada or Mexico) and who enter and leave the United States at frequent intervals, except such aliens who, in the performance of their duties in transportation service between points in the United States and points in a contiguous country, enter and leave the United States at frequent intervals. This exception applies to personnel engaged in railroad, ferry, steamboat, and aircraft services and applies alike whether the employer is a domestic or foreign entity. Thus, the wages of a nonresident alien individual who is a resident of Canada and an employee of a domestic railroad, for services as a member of the crew of a train operating between points in Canada and points in the United States, shall not be subject to withholding under section 1622 of the Internal Revenue Code. The exemption, however, has no application to a resident of Canada who, for example, is employed at a fixed point in the United States, such as a factory, store, or office, and who commutes from his home in Canada in the pursuit of his employment within the United States; nor does it apply to an alien employee of a railroad corporation who is on duty within the United States, even though he enters and leaves the United States in reaching his place of employment from his home in a contiguous country.

In order for the exemption to apply, the nonresident alien employee must file with his employer a certificate containing the following: the employee's name and address, and a statement that he is not a citizen of the United States, and that he is a resident of the named contiguous country and the approximate period of time during which he has occupied such status. Such certificate shall contain, or be verified by, a written declaration that it is made under the penalties of perjury. Although the form is

not prescribed, the certificate must contain all the information required by this section.

§ 404.8 *Withholding on basis of average wages.* The Commissioner of Internal Revenue may authorize the employer to withhold the tax under section 1622 of the Internal Revenue Code on the basis of the employee's average estimated wages, with necessary adjustments, for any quarter. Before using such method the employer must receive authorization from the Commissioner. Applications to use such method must be accompanied by evidence establishing the need for the use of such method.

§ 404.9 *Supplemental wage payments—(a) In general.* An employee's remuneration may consist of wages paid for a payroll period and supplemental wages, such as bonuses, commissions, overtime pay, etc. paid for the same or a different period, or without regard to a particular period. Where such supplemental wages are paid (whether or not at the same time as the regular wages) the amount of the tax required to be withheld under section 1622 (a) (the exact computation method) or under section 1622 (c) (the wage table method) shall, at the election of the employer, be determined in accordance with either of the following rules:

(1) The supplemental wages shall be aggregated with the wages paid for the payroll period, or, if not paid concurrently, shall be aggregated with the wages paid for the last preceding payroll period or the current payroll period, and the amount of tax to be withheld shall be determined as if the aggregate of the supplemental wages and the regular wages constitutes a single wage payment for the regular payroll period.

Example (1). A, a single person having no dependents, is employed as a salesman at a monthly salary of \$100 plus commissions on sales made during the month. During a particular month A earned \$275 in commissions, which together with the salary of \$100 was paid on the tenth day of the succeeding month. Under the exact computation method, the amount of the withholding exemption allowable against the wage payment of \$375 is \$52 and the amount of the tax required to be withheld is 20% of \$323, or \$64.60. Under the wage table method, the amount of the tax required to be withheld is shown in the table applicable to a monthly payroll period. Under this table, it will be found that the wages fall within the bracket from \$360 to \$400 and the amount of tax required to be withheld is \$65.60.

Example (2). B, a married person having two dependents and claiming all of the personal exemption for withholding, is employed at a salary of \$3,000 per annum paid semi-monthly on the fifteenth day and the last day of each month, plus a bonus and commission determined at the end of each three-month period. The bonus and commission for a particular three-month period amount to \$250 which was paid on the tenth day of the month succeeding the close of such period. Under the exact computation method, the amount of the withholding exemption allowable against the aggregate of the bonus of \$250 and the last preceding semi-

monthly wage payment of \$125, or \$375, is \$78. Hence, the amount of tax required to be withheld is 20 percent of \$297, or \$59.40. Inasmuch as a tax of \$9.40 was withheld upon the semi-monthly wage payment of \$125 (20 percent of the excess of \$125 over \$78) the amount required to be withheld on the bonus payment is \$50. Under the wage table method, the amount of the tax required to be withheld is shown in the table applicable to a semi-monthly pay-roll period. Under this table, the wages fall within the bracket from \$360 to \$380 and the amount of tax required to be withheld on the aggregate wages of \$375 is \$58.40. Since \$10.40 was withheld on the semi-monthly wage payment of \$125, the additional amount required to be withheld is \$48.00.

Example (3). C, the head of a family and having 4 dependents, is employed at a weekly wage of \$35 paid on Saturday of each week. On Wednesday of a particular week, C is paid \$20 representing overtime for the preceding week. Under the exact computation method, the amount of the family status withholding exemption allowable against the regular weekly wage payment is \$42 (\$24 personal exemption for withholding in the case of the head of a family, plus \$18 representing \$6 for each dependent but one). Since the \$42 exemption exceeds the weekly wage payment of \$35, such payment is not subject to withholding at the 20 percent rate. However, section 1622 (a) of the Internal Revenue Code provides that the tax required to be withheld shall in no event be less than 3 percent of the excess of the wage payment over the victory tax withholding exemption. The amount of the victory tax withholding exemption applicable to a weekly payroll period is \$12. Hence, assuming that in the preceding week A paid only the regular weekly wage of \$35, the amount of tax required to be withheld on that wage payment of \$35 is 3 percent of \$23 (\$35 minus \$12) or \$0.69. The amount of the withholding exemption allowable against the aggregate of the overtime pay of \$20 and the last preceding weekly wage payment of \$35, or \$55, is \$42. Hence, the amount of the tax determined on the basis of the aggregate wages is 20 percent of \$13, or \$2.60. Inasmuch as \$0.69 was withheld upon the weekly wages of \$35, the amount of tax required to be withheld on the overtime pay is \$1.91. Under the wage table method the amount of tax required to be withheld is shown in the table applicable to a weekly payroll period. Under this table it will be found that the weekly wages of \$35 fall within the bracket from \$30 to \$40 and the amount of the tax required to be withheld is \$0.70. Upon aggregating the weekly wages with the overtime pay it will be found that the aggregate wages of \$55 fall within the bracket from \$50 to \$60 and the amount of the tax for this bracket is \$2.60. Inasmuch as \$0.70 was withheld on the weekly wage payment the amount of the tax required to be withheld on the overtime pay is \$1.90.

(2) The supplemental wages and the wages paid for the payroll period shall be treated as separate wage payments (whether or not paid concurrently) for the purpose of determining the amount of tax required to be withheld. Under the exact computation method, the tax required to be withheld on the regular wages shall be determined upon the excess of such wages over the withholding exemption applicable thereto, and the tax required to be withheld on the supplemental wages shall be computed at the rate of 20 percent on the gross

amount of such wages. The 20 percent rate shall apply to the supplemental wages even though withholding on the regular wages is at the rate of 3 percent. Under the wage table method the tax required to be withheld on the regular wages shall be determined under the appropriate table and the tax required to be withheld on the supplemental wages shall be determined (1) at the rate of 20 percent on the gross amount or (2) under the column applicable to a married person claiming none of the personal exemption for withholding and having no dependents.

Example. Assume the facts set forth in Example (1) under paragraph (1). Under the exact computation method, the amount of the withholding exemption allowable against the \$100 wage payment is \$52 and the amount of tax required to be withheld is 20 percent of \$48, or \$9.60. The amount of tax required to be withheld on the bonus of \$275 is 20 percent of \$275, or \$55. Under the wage table method, the amount of tax required to be withheld is shown in the table applicable to a monthly payroll period. Under this table, it will be found that the amount of tax required to be withheld on the wage payment of \$100 is \$11.60 and the amount of the tax required to be withheld on the supplemental wage payment of \$275 is \$52, the amount shown in the column applicable to a married person claiming none of the personal exemption for withholding and having no dependents.

(b) *Vacation allowances.* Amounts of so-called "vacation allowances" shall be subject to withholding as though they were regular wage payments made for the period covered by the vacation. If the vacation allowance is paid in addition to the regular wage payment for such period, the rules applicable with respect to supplemental wage payments shall apply to such vacation allowance.

(c) *Exception to general rule of aggregation.* Supplemental wages paid during 1943 for a payroll period beginning before July 1, 1943, are subject to withholding under the victory tax provisions (section 466, Part II, subchapter D, chapter 1 of the Internal Revenue Code). All other supplemental wages paid on or after July 1, 1943, are subject to withholding under the provisions of section 1622 of the Internal Revenue Code. In any case in which an employer elects to follow the rule prescribed in paragraph (a) (1), supplemental wages which are subject to withholding under section 1622 may not be aggregated with regular wages subject to withholding under the victory tax provisions (section 466, Part II, subchapter D, chapter 1 of the Internal Revenue Code). They shall be aggregated with the regular wage for the preceding or current payroll period only if such regular wage is subject to withholding under the provisions of section 1622. They may, however, be aggregated with the regular wage payment for the first succeeding payroll period which is subject to withholding under the provisions of section 1622.

Example (1). A, a single person having no dependents, is employed on a weekly pay-

roll period basis and is paid a regular wage of \$35 on Saturday of each week. On July 1, 1943, A is paid a bonus of \$136 for the quarter ended June 30, 1943. Since A is on a weekly payroll period basis the bonus constitutes a supplemental wage paid without regard to a payroll period. If the employer elects to aggregate the supplemental wage payment with the regular wage payment, he may not aggregate the bonus with the regular wage for the preceding week ending June 26, 1943, or with the regular wage for the current week ending July 3, 1943, because the regular wage payments for those weeks are subject to withholding under the victory tax provisions. However, he may aggregate the bonus payment with the regular wage payment for the first succeeding payroll period which is subject to withholding under the provisions of section 1622, that is, the regular wage payment for the weekly payroll period ending July 10, 1943. Under the exact computation method, the exemption of \$12 applicable to a weekly payroll period will be applied against the bonus payment of \$136 and the amount of tax required to be withheld is 20 percent of \$124 or \$24.80. The aggregate of the bonus of \$136 and the regular wage of \$35 for the week ending July 10, 1943, is \$171. The amount of the withholding exemption allowable against such aggregate is \$12 and the amount of the tax determined upon the basis of the aggregate amount is 20 percent of \$159 or \$31.80. Inasmuch as a tax of \$24.80 was withheld upon the bonus payment of \$136, the amount required to be withheld on the regular wage payment for the week ending July 10, 1943, is \$7. Under the wage table method, the amount of tax required to be withheld will be determined under the table applicable to a weekly payroll period. Under this table it will be found that the bonus payment of \$136 falls within the bracket from \$130 to \$140 and the amount of tax required to be withheld from the bonus payment is \$24.60. Upon aggregating the bonus payment of \$136 with the regular wage of \$35 for the week ending July 10, 1943, it will be found that the aggregate wages of \$171 fall within the wage bracket of \$170 to \$180 and the amount of the tax for this bracket is \$32.60. Inasmuch as \$24.60 was withheld on the bonus payment the amount of the tax required to be withheld on the regular wage for the week ending July 10, 1943, is \$8.

Example (2). B, a single person having no dependents, is employed on a weekly payroll period basis and is paid his \$35 weekly wage on Saturday of each week. On July 10, 1943, in addition to his regular weekly wage of \$35, B is paid overtime pay of \$10 for the week ending July 3, 1943. Since this overtime pay is paid with respect to a payroll period beginning before July 1, 1943, the employer, if he elects to aggregate the overtime pay with the regular wage, may not aggregate such pay with the regular wage for the week ending July 10, 1943, which is subject to withholding under section 1622, but shall aggregate such pay with the regular wage for the week ending July 3, 1943.

§ 404.10 *Pensions and retired pay.* In general, pensions and retired pay are wages subject to withholding under section 1622 of the Internal Revenue Code, as added by section 2 of the Current Tax Payment Act of 1943. However, no withholding is required in respect of amounts paid to an employee upon retirement which are taxable as annuities under the provisions of section 22 (b) (2) of the Internal Revenue Code, and distributions

under an employees' trust on account of the employee's separation from the service which, because of the provisions of section 165 (b), are taxable as gain from the sale or exchange of a capital asset. So-called pensions awarded by one to whom no services have been rendered are mere gifts or gratuities and do not constitute wages.

Distributions made to an employee pursuant to a stock bonus or profit-sharing plan under an employees' trust which is exempt from tax under the provisions of section 165 (b), are subject to withholding under section 1622.

Wages representing retired pay for service in the military or naval forces of the United States are subject to withholding unless the individual receiving such pay has been retired because of personal injuries or sickness incurred while in active service with such forces. Where such retired pay is paid to a nonresident alien individual no withholding is required. See section 1621 (a) (6). Payments of pensions or other benefits under the War Risk Insurance Act, as amended, the World War Veterans' Act, 1924, as amended, the Emergency Officers' Retirement Act, as amended, the World War Adjusted Compensation Act, as amended, the pension laws in effect prior to March 20, 1933, Public Law Numbered 2, 73rd Congress, as amended, Public Law Numbered 484, 73rd Congress, and any Act or Acts amendatory of such Acts, are exempt from Federal income tax and hence are not subject to withholding.

§ 404.11 *Period less than one week.* It is the general rule that if wages are paid for a payroll period or other period of less than one week, the withholding exemption allowable shall be the exemption allowable for a daily payroll period, or a miscellaneous payroll period containing the same number of days (including Sundays and holidays) as the payroll period or other period for which such wages are paid.

Example (1). A single person having a daily payroll period is paid a wage of \$7.00 per day. The withholding exemption allowable against the daily wage payment is \$1.70 and the amount of tax required to be withheld on each such wage payment under the exact computation method is 20 percent of \$5.30, or \$1.06. Under the wage table method, the tax required to be withheld in such case is shown in the table applicable to a daily or miscellaneous payroll period. Under this table, it will be found that the wages fall within the bracket from \$7.00 to \$8.00 and the tax required to be withheld on each such wage payment is \$1.15.

Example (2). A married person claiming half of the personal exemption for withholding and having one dependent is employed for four days for which he is paid \$36. The withholding exemption allowable is \$10.20 ($\2.55×4) and the amount of tax required to be withheld under the exact computation method on the wage payment of \$36 is 20 percent of \$25.80, or \$5.16. Under the wage table method, the tax required to be withheld in such case is shown in the table applicable to a daily or miscellaneous payroll period. Under the example, the prorated daily wage is \$9, and the tax for that bracket in

which that prorated daily wage falls is \$1.40 per day. Multiplied by 4, which is the number of days in the assumed period, the resulting amount of tax required to be withheld is \$5.60.

In the case of wages paid without regard to any payroll period or other period, the withholding exemption allowable with respect to each such payment shall be the exemption allowed for a daily payroll period, or a miscellaneous payroll period containing the same number of days (including Sundays and holidays) as the number of days which have elapsed since the last payment of such wages by the employer during the calendar year, or the date of commencement of employment with such employer during such year, or January 1 of such year, whichever is the later. This rule is applicable whether such elapsed time is more or less than one week. For example, a single person is employed on a commission basis, commissions to be paid upon consummation of sales without regard to any period of time. Such person commences employment on January 5, 1944, and on March 20, 1944, receives payment of a commission. On March 23, 1944, he receives another commission payment. The withholding exemption allowable against the latter payment is arrived at by multiplying the daily withholding exemption of \$1.70 by the number of days which have elapsed since the last payment of wages, that being the latest of the three dates: (1) commencement of employment during 1944, (2) January 1, 1944, and (3) the last previous payment of wages during 1944. Accordingly, the withholding exemption is \$5.10 ($\1.70×3). Under the wage table method, the tax required to be withheld in such case is shown in the table applicable to a daily or miscellaneous payroll period. Under the example, the commission paid on March 23, 1944, is to be prorated on a daily basis, and the tax is to be determined by referring to the applicable wage bracket in which such prorated daily wage falls.

However, in any case in which the payroll period, other period, or elapsed time where wages are paid without regard to any period, is less than one week, the employer may, if the following conditions are met, compute the tax required to be deducted and withheld by using the table applicable to a weekly payroll period or, in the case of the exact computation method, by using the excess of the aggregate of the wages paid to the employee during the calendar week over the withholding exemption allowed for a weekly payroll period:

The use by the employer of the weekly exemption or weekly table in such case is limited to the case of an employee who works for wages (as defined in section 1621 (a)) for only such employer during the calendar week. Any employer desiring to use the weekly exemption or weekly table in such case must secure a statement in writing from the employee, stating that he works for wages (as defined in section 1621 (a)) for only such

employer, and that if the employee should thereafter secure additional employment for wages (as defined in section 1621 (a)), he will within ten days after the beginning of such additional employment, notify such employer of that fact. Such statement shall be signed by the employee and shall contain or be verified by a written declaration that it is made under the penalties of perjury. No form of statement is specified, but any form used must include the contents specified above.

If such employee secures additional employment for wages (as defined in section 1621 (a)), such employer may not thereafter use the weekly exemption or weekly table in computing the amount of tax to be withheld from the wages of such employee. In such a case the daily or miscellaneous exemption or table will take effect as of the beginning of the first payroll period ending, or the first payment of wages made without regard to a payroll period, on or after thirty days from the date on which such employee notified such employer that he has secured additional employment for wages (as defined in section 1621 (a)).

To illustrate the use of the weekly exemption or weekly table in such a case: A married person having one dependent and claiming all of the personal exemption for withholding is employed exclusively by the same employer during each calendar week for 4 days' work, and is paid daily a wage of \$11.00 per day. If the employer elects to use the weekly withholding exemption, no withholding is required until the wages paid during the calendar week exceed the weekly exemption of \$30.00. Hence, withholding at the rate of 20 percent will be required on \$3.00 of the wages paid for the third day of the week and at the rate of 20 percent upon the full amount of the wages paid on the remaining day. Therefore, the amount of tax to be withheld on the wages paid during the calendar week will amount of \$2.80. Under the wage table method, the amount of tax required to be withheld will be determined under the table applicable to the weekly payroll period. Under this table, it will be found that the wages fall within the wage bracket from \$40.00 to \$50.00 and the amount of tax required to be withheld is \$3.00.

As used in this section the term "calendar week" means a period of seven consecutive days beginning with Sunday and ending with Saturday.

§ 404.12 Wages paid on behalf of two or more employers. If a payment of wages is made to an employee by an employer through an agent, fiduciary, or other person who also has the control, receipt, custody, or disposal of, or pays the wages payable by another employer to such employee, the amount of the tax required to be withheld on each wage payment made through such agent, fiduciary, or person shall, whether the wages are paid separately on behalf of each employer or paid in a lump sum on be-

half of all such employers, be determined upon the aggregate amount of such wage payment or payments in the same manner as if such aggregate amount had been paid by one employer. Hence, under the exact computation method, only one withholding exemption is allowable with respect to the aggregate wage payment, and under the wage table method the tax shall be determined upon the aggregate amount of the wage payment under the applicable table.

In any such case, each employer shall be liable for the return and payment of a pro rata portion of the tax so determined, such portion to be determined in the ratio which the amount contributed by the particular employer to the aggregate of such wages bears to the aggregate of such wages.

For example, three companies maintain a central management agency which carries on the administrative work of the several companies. The central agency organization consists of a staff of clerks, bookkeepers, stenographers, etc. who are the common employees of the three companies. The expenses of the central agency, including wages paid to the foregoing employees, are borne by the several companies in certain agreed proportions. Companies X and Y each pay 40 percent and Company Z pays 20 percent. The amount of the tax required to be withheld on the wages paid to persons employed in the central agency should be determined in accordance with the provisions of this section. In such event, Companies X and Y are each liable as employers for the return and payment of 40 percent of the tax required to be withheld and Company Z is liable for the return and payment of 20 percent of the tax.

A fiduciary, agent, or other person, acting for two or more employers, may be authorized to withhold the tax under section 1622 of the Internal Revenue Code with respect to the wages of the employees of such employers. Such fiduciary, agent, or other person may also be authorized to make and file returns of the tax withheld at source on such wages and to furnish the receipts required under section 1625 of the Internal Revenue Code. Application for authorization to perform such acts should be addressed to the Commissioner of Internal Revenue, Washington, D. C. If such authority is granted by the Commissioner, all provisions of law (including penalties) and regulations prescribed in pursuance of law applicable in respect of an employer shall be applicable to such fiduciary, agent, or other person. However, the employer for whom such fiduciary, agent, or other person acts shall remain subject to all provisions of law (including penalties) and regulations prescribed in pursuance of law applicable in respect of employers.

§ 404.13 Rounding off of wage payment. In determining the amount of tax to be deducted and withheld under section 1622 of the Internal Revenue Code,

the last digit of the wage amount may, at the election of the employer, be reduced to zero. Thus, if the weekly wage is \$45.37, the employer may, in determining the amount of tax to be deducted and withheld, eliminate the last digit and determine the tax on the basis of a wage payment of \$45.30.

§ 404.14 *Expenses.* Amounts paid in advance, or reimbursements made, to employees specifically for traveling or other bona fide ordinary and necessary expenses incurred or reasonably expected to be incurred in the business of the employer are not subject to withholding. Any reasonable segregation of such expenses from the wages paid will be acceptable, as for example, where an employer issues one check indicating thereon the amount thereof which represents wages and the amount which represents expenses, or issues a separate check for the expenses.

§ 404.15 *Wages paid in property other than money.* Wages may be paid in money or in some medium other than money as, for example, stocks, bonds, or other forms of property. If services are paid for in a medium other than money, the fair market value of the thing taken in payment is the amount to be included as wages subject to withholding. If the services were rendered at a stipulated price, in the absence of evidence to the contrary such price will be presumed to be the fair value of the remuneration received. If a corporation transfers to its employees its own stock as remuneration for services rendered by the employee, the amount of such remuneration is the fair market value of the stock at the time of the transfer. If a person receives as remuneration for services rendered a salary and in addition thereto living quarters and meals, the value to such person of the quarters and meals so furnished shall be added to the remuneration otherwise paid for the purpose of determining the amount of wages subject to withholding. If, however, living quarters or meals are furnished to employees for the convenience of the employer, the value thereof need not be included as wages subject to withholding.

Ordinarily, facilities or privileges (such as entertainment, medical services, or so-called "courtesy" discounts on purchases), furnished or offered by an employer to his employees generally, are not considered as remuneration for services if such facilities or privileges are of relatively small value and are offered or furnished by the employer merely as a means of promoting the health, good will, contentment or efficiency of his employees.

Where wages are paid in property other than money, necessary arrangements should be made between the employer and employee to insure that the amount

of the tax required to be withheld is available for payment to the collector.

[SEAL] GUY T. HELVERING,
Commissioner of Internal Revenue.

Approved: June 28, 1943.

JOHN L. SULLIVAN,
Acting Secretary of the Treasury.

[F. R. Doc. 43-10437; Filed, June 29, 1943;
11:43 a. m.]

TITLE 29—LABOR

Chapter IV—United States Children's
Bureau, Department of Labor

[Regulation No. 24a]

PART 402—ACCEPTANCE OF STATE
CERTIFICATES

DESIGNATION OF STATES

§ 402.1 *Designation of States.* Pursuant to the provisions of § 401.5,¹ I hereby designate the following States as States in which State age, employment, or working certificates or permits shall have the same force and effect as Federal certificates of age under the Fair Labor Standards Act of 1938, c. 676, 52 Stat. 1060, 29 U.S.C., sec. 201:

Alabama.	Montana.
Arizona.	Nebraska.
Arkansas.	New Hampshire.
California.	New Jersey.
Colorado.	New Mexico.
Connecticut.	New York.
Delaware.	North Carolina.
District of Columbia.	North Dakota.
Florida.	Ohio.
Georgia.	Oklahoma.
Hawaii.	Oregon.
Illinois.	Pennsylvania.
Indiana.	Puerto Rico.
Iowa.	Rhode Island.
Kansas.	South Dakota.
Kentucky.	Tennessee.
Louisiana.	Utah.
Maryland.	Vermont.
Massachusetts.	Virginia.
Michigan.	Washington.
Minnesota.	West Virginia.
Missouri.	Wisconsin.
	Wyoming.

This designation shall be effective from July 1, 1943, until June 30, 1944, unless this regulation is amended or repealed by regulation hereafter made and published by the Chief of the Children's Bureau.

Dated: June 29, 1943.

MARTHA M. ELIOT,
Acting Chief.

[F. R. Doc. 43-10432; Filed, June 29, 1943;
11:28 a. m.]

¹ Refers to section 5, Child Labor Regulation No. 1, "Certificates of Age," issued October 14, 1938, pursuant to the authority conferred by sections 3 (1) and 11 (b) of the Fair Labor Standards Act of 1938, published in 3 F.R. 2487, October 15, 1938; republished in 4 F.R. 1361, March 29, 1939.

TITLE 32—NATIONAL DEFENSE

Chapter IX—War Production Board

Subchapter B—Executive Vice-Chairman

AUTHORITY: Regulations in this subchapter issued under P.D. Reg. 1, as amended, 6 F.R. 6680; W.P.B. Reg. 1, 7 F.R. 561; E.O. 9024, 7 F.R. 329; E.O. 9040, 7 F.R. 527; E.O. 9125, 7 F.R. 2719; sec. 2 (a), Pub. Law 671, 76th Cong., as amended by Pub. Laws 89 and 507, 77th Cong.

PART 1010—SUSPENSION ORDERS

[Suspension Order S-338]

PEOPLES OIL COMPANY

Peoples Oil Company, Forsyth Building, Atlanta, Georgia, owns and operates a number of service stations in Georgia and nearby states. An affiliate, Florida Peoples Oil Company, owns and operates service stations in Florida. During the months of April, May and June, 1942, Peoples Oil Company, as the supplier within the meaning of Limitation Order L-70, delivered to six of its service stations, and as the service station operator, accepted the delivery of a total of approximately 116,500 gallons of motor fuel in excess of the amounts permitted to be delivered by the provisions of Limitation Order L-70. Similarly, from March 19 to March 31, during April, and from July 1 to July 22, 1942, Florida Peoples Oil Company delivered and accepted delivery of a substantial quantity of motor fuel at one station in excess of the proper amounts. The failure of both companies to restrict deliveries to these service stations in accordance with the terms of Limitation Order L-70 when they knew such restrictions existed was so grossly negligent as to be deemed wilful conduct.

These violations have hampered and impeded the war effort of the United States by diverting motor fuel in a manner unauthorized by the War Production Board. In view of the foregoing: *It is hereby ordered, That:*

§ 1010.338 *Suspension Order No. S-338.* (a) During each of the months of July, August, September and October, 1943, Peoples Oil Company, its successors or assigns, shall not deliver to any of its following service stations any motor fuel, as defined in Limitation Order L-70, in excess of 60 per cent of the average of monthly sales made by each service station from January 1, 1943 through April 30, 1943, and each of these service stations shall not accept the delivery of any motor fuel in excess of that amount:

Atlanta, Georgia #1, 605 Whitehall Street.
Atlanta, Georgia #2, 370 Peters Street.
Atlanta, Georgia #3, 648 Marletta Street.
Savannah, Georgia, 750 Wheaton Street.
Raleigh, North Carolina, 226 Glenwood Avenue.
Greensboro, North Carolina, 227 E. Washington Street.

(b) During each of the months of July, August, September and October,

1943, Florida Peoples Oil Company, its successors or assigns, shall not deliver to its service station located at 116 N. Florida Avenue, Lakeland, Florida, any motor fuel, as defined in Limitation Order L-70, in excess of 60 per cent of the average of monthly sales made by this service station from January 1, 1943 through April 30, 1943, and this service station shall not accept the delivery of any motor fuel in excess of that amount.

(c) Nothing contained in this order shall be deemed to relieve Peoples Oil Company and Florida Peoples Oil Company, their successors or assigns, from any prohibition, restriction, or provision contained in any other order or regulation of the War Production Board, except in so far as the same may be inconsistent with the provisions hereof.

Issued this 28th day of June 1943.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 43-10400; Filed, June 28, 1943;
4:51 p. m.]

PART 1096—WOOD PULP

[General Preference Order M-93 as amended
June 29, 1943]

Section 1096.1 *General Preference Order M-93* is hereby amended to read as follows:

§ 1096.1 *General Preference Order M-93*—(a) *Applicability of regulations.* This order and all transactions affected thereby are subject to all applicable regulations of the War Production Board, as amended from time to time.

(b) *Definitions.* For the purpose of this order:

(1) "Wood pulp" means and includes pulp manufactured either by mechanical or chemical means from coniferous or broadleaf trees.

(2) "Other fibrous material" means and includes any waste material or virgin material of a fibrous nature other than wood pulp used in the manufacture of paper and paperboard or paper products.

(3) "Person" means any individual, partnership, association, business trust, corporation, governmental corporation or agency, or any organized group of persons, whether incorporated or not.

(4) "Producer" means and includes any person producing wood pulp as hereinbefore defined.

(5) "Consumer" means any purchaser of wood pulp, or person who received wood pulp from a producer as hereinbefore defined.

(c) *Directions as to deliveries.* (1) No producer shall make and no person shall accept from a producer deliveries of wood pulp until the deliveries have been approved by the War Production

Board in accordance with the following procedure:

(i) On or before the second day of each month, each consumer other than the Army, Navy, and other agencies and governments referred to in paragraph (b) of Priorities Regulation No. 1, as amended, including countries eligible to receive material or equipment under the Lend Lease Act, shall file with the producer his orders for wood pulp to be delivered during the following month on Form WPB 697 (formerly Form PD-290), in accordance with the instructions accompanying that form.

(ii) On or before the twelfth day of each month, each consumer shall file with the War Production Board Form WPB 698 (formerly PD-291) showing his consumption, inventory and estimated receipts of wood pulp and other fibrous materials in accordance with the instructions accompanying that form.

(iii) On or before the twelfth day of each month, each producer shall file with the War Production Board his proposed shipping schedule of wood pulp for the following month on Form WPB-699 (formerly Form PD-292), in accordance with the instructions accompanying that form, together with copies of Form WPB-697 (formerly Form PD-290), filed with him under the terms of subparagraph (i) of this paragraph.

(iv) On or before the fifth day of each month, beginning July 1943, each consumer shall file with the War Production Board his application for use and delivery of wood pulp for the following month on either form WPB-2973 or WPB-2974, in accordance with the instructions attached to those forms.

(v) Each producer may make during each month, only the deliveries approved by the War Production Board.

(2) No person shall make delivery of wood pulp from his inventory thereof to any person, and no person shall accept delivery thereof, except from a producer, without having first obtained the express authority of the War Production Board.

(3) Each person affected by this order shall comply with such directions as may be given from time to time by the War Production Board with respect to use and/or delivery of wood pulp.

(d) *Withheld deliveries and imports.* (1) During each calendar month, each producer shall withhold from his monthly production of wood pulp such portion thereof as may be determined and specified from time to time by the War Production Board. From the amounts so withheld, deliveries shall be made only upon express direction of the War Production Board.

(2) Any person having in his possession wood pulp arriving at its first destination in the United States at or after twelve noon, Eastern War Time, on May 1st, 1942, shall hold the same at the disposal of the War Production Board. Any

person who has placed any order for wood pulp to arrive at its first destination in the United States after twelve noon, Eastern War Time, on May 1st, 1942, shall notify the War Production Board of such order on Form WPB-697 (formerly Form PD-290), in accordance with the instructions attached thereto, and shall request the foreign producer to deliver such wood pulp in accordance with the directions of the War Production Board.

(e) *Special provisions as to deliveries*—(1) *Small quantities.* Notwithstanding the provisions of paragraphs (c) and (d) of this order, any person may deliver wood pulp to any other person or persons in an amount not exceeding one ton of any one grade to each such person during any calendar month, and any person may accept deliveries of wood pulp from any other person or persons in an amount not exceeding one ton of any one grade from each such person during any calendar month.

(2) *Intra-company deliveries.* The prohibitions and restrictions contained in this order shall 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 under common ownership or control; and each such affiliate, subsidiary, branch, division or section shall for the purposes of this order be deemed a separate person.

(f) *Notification of consumers.* Any person who is prohibited from, or restricted in, making deliveries of wood pulp by the provisions of this order, shall, as soon as practicable, notify each of his regular consumers of the requirements of this order, and of the cancellation as of May 1, 1942, of all deliveries of wood pulp previously contracted for, except such as shall be authorized hereunder, but the failure to give such notice shall not excuse any consumer from the obligation of complying with the terms of this order.

(g) *Records.* In addition to the records required to be kept under Priorities Regulation No. 1, as amended, the producer, and each consumer placing or receiving any purchase order hereunder, shall each retain for a period of two years, for the inspection by representatives of the War Production Board, endorsed copies of all such purchase orders, whether accepted or rejected, segregated from all other purchase orders or filed in such a manner that they can be readily segregated for such inspection.

(h) *Reports.* Each producer and consumer covered by this Order shall file such reports and questionnaires as are required by paragraph (c) of this order and such other reports and questionnaires as may be required from time to time by the War Production Board.

(i) *Communications to War Production Board.* All reports required to be filed under this order, and all communications concerning this order, unless otherwise directed, shall be addressed to: War Production Board, Washington, D. C. Ref: M-93.

(j) *Violations.* Any person who wilfully violates any provision of this order, or who, in connection with this order, wilfully conceals a material fact or furnishes false information to any department or agency of the United States is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using, material under priority control and may be deprived of priorities assistance.

(k) *Appeals.* Any person affected by this order who considers that compliance herewith would work an exceptional and unreasonable hardship upon him, may appeal by addressing a letter to the War Production Board, Ref: M-93, Washington, D. C., setting forth the pertinent facts and the reasons such person considers that he is entitled to relief. The War Production Board may thereupon take such action as it deems appropriate.

Issued this 29th day of June 1943.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 43-10433; Filed, June 29, 1943; 11:46 a. m.]

PART 3009—CATTLE HIDES, CALF AND KIP SKINS

[Revocation of Supplementary Order M-194-a]

Section 3009-2 *Conservation Order M-194-a* (7 F.R. 5663) is hereby revoked and shall be superseded by General Conservation Order M-310 (8 F.R. 8671). This action shall not be construed to affect in any way any liability or penalty accrued or incurred under said Conservation Order M-194-a.

Issued this 29th day of June 1943.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 43-10434; Filed, June 29, 1943; 11:46 a. m.]

PART 3175—REGULATIONS APPLICABLE TO THE CONTROLLED MATERIALS PLAN

[Direction 19 to CMP Reg. 1]

TIN PLATE, SHORT TERNES AND TIN MILL BLACK PLATE FOR CAN MANUFACTURERS

The following direction is issued to all producers of tin plate, short ternes and tin mill black plate pursuant to

No. 128—5

paragraph (t) of CMP Regulation No. 1 (§ 3175.1):

A can manufacturer may place with a producer and a producer may accept from a can manufacturer orders for tin plate, short ternes or tin mill black plate, provided such orders are complete in all details except date of delivery and point of delivery, and provided the orders are validated with allotment numbers for the quarter in which the material is to be produced. In such event, the producer may hold such material in mill stock for the account of the can manufacturer and may make delivery to him from this stock at such time and place as he may later request.

Issued this 29th day of June 1943.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 43-10435; Filed, June 29, 1943; 11:46 a. m.]

PART 3175—REGULATIONS APPLICABLE TO THE CONTROLLED MATERIALS PLAN

[Direction 8 to CMP Regulation 5]

DETERMINING QUANTITY RESTRICTIONS ON A RECEIPT BASIS

The following direction is issued pursuant to CMP Regulation No. 5 (§ 3175.5):

(a) The quantity restrictions provided in paragraph (f) of CMP Regulation No. 5 are on an "order" rather than a "receipt" basis—that is expenditures for maintenance, repair and operating supplies are computed on the basis of orders for supplies calling for delivery during a quarter rather than on the value of supplies received during the quarter.

(b) If a person prefers to keep his records on maintenance, repair and operating supplies on a "receipt" rather than an "order" basis, he may do so. However, he cannot use one method for a part of the supplies and another method for the remainder.

Issued this 29th day of June 1943.

WAR PRODUCTION BOARD,
By J. JOSEPH WHELAN,
Recording Secretary.

[F. R. Doc. 43-10436; Filed, June 29, 1943; 11:46 a. m.]

Chapter XI—Office of Price Administration

PART 1315—RUBBER AND PRODUCTS AND MATERIALS OF WHICH RUBBER IS A COMPONENT

[MPR 415]

CERTAIN FEDERAL GOVERNMENT PURCHASES OF NEW RUBBER TIRES AND TUBES

In the judgment of the Price Administrator, it is necessary and proper to establish maximum prices for the sale of new rubber tires and tubes to the United States Government, except to the War Department, the Department of the Navy, Defense Supplies Corporation, and Rubber Development Corporation.

In the judgment of the Price Administrator, the maximum prices established

by this regulation are and will be generally fair and equitable and will effectuate the purposes of the Emergency Price Control Act of 1942, as amended. A statement of the considerations involved in the issuance of this regulation is issued simultaneously herewith and has been filed with the Division of the Federal Register.*

§ 1315.20 *Maximum prices for sales of new rubber tires and tubes to certain agencies of the United States Government.* Under the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, and Executive Orders Nos. 9250 and 9328, Maximum Price Regulation 415 (Certain Federal Government Purchases of New Rubber Tires and Tubes), which is annexed hereto and made a part hereof, is hereby issued.

AUTHORITY: § 1315.20 issued under Pub. Laws 421 and 729, 77th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681.

MAXIMUM PRICE REGULATION 415—CERTAIN FEDERAL GOVERNMENT PURCHASES OF NEW RUBBER TIRES AND TUBES

CONTENTS

- | | |
|------|---|
| Sec. | |
| 1. | To what commodities and transactions this regulation applies and the relation to other regulations. |
| 2. | Prohibition against dealing in new rubber tires or tubes at prices above the maximum. |
| 3. | Less than maximum prices. |
| 4. | Terms and conditions of sale. |
| 5. | Adjustable pricing. |
| 6. | Evasion. |
| 7. | Petitions for amendment. |
| 8. | Records. |
| 9. | Enforcement. |

Appendix A: Maximum prices for federal government purchases covered by this regulation of new rubber tires and tubes.

SECTION 1. To what commodities and transactions this regulation applies and the relation to other regulations—(a) To what commodities this regulation applies. This regulation applies to any new rubber tires, tubes or flaps of a type, tread, ply, and size listed in Appendix A, hereof, except those tires and tubes which this paragraph specifically provides are not covered by this regulation. "New" as applied to tires and tubes means a tire or tube that has been used less than 1,000 miles. "Rubber" means all forms and types of rubber, including synthetic and reclaimed rubber and any other rubber-like substance used as a rubber substitute. This regulation shall not apply to tires and tubes imported into the United States and sold by Rubber Development Corporation. Between July 1, 1943, and August 1, 1943, neither this regulation nor the General Maximum Price Regulation shall apply to tires and tubes made in whole or in part of GR-S synthetic rubber.

(b) *To what transactions this regulation applies.* This regulation applies to all sales and deliveries of new rubber tires, tubes or flaps to the United States Government or to any agency thereof

*Copies may be obtained from the Office of Price Administration.

except the agencies listed in the following two sentences. This regulation shall not apply to sales and deliveries to the War Department, the Department of the Navy or to any agency thereof. Neither this regulation or the General Maximum Price Regulation shall apply to sales and deliveries to Defense Supplies Corporation, Rubber Development Corporation, or to any agency thereof.

(c) *Relation to other regulations.* This regulation supersedes any other regulation issued by the Office of Price Administration, including Temporary Maximum Price Regulation 31 and Revised Price Schedule 63, as to commodities and transactions covered by this regulation.

(d) *Geographical applicability of this regulation.* This regulation applies in the District of Columbia and the 48 states, but not in the territories and possessions of the United States.

SEC. 2. Prohibition against dealing in new rubber tires or tubes at prices above the maximum. On and after July 1, 1943, regardless of any contract or other obligation, no person shall make any sale or delivery to which this regulation applies, of new rubber tires, tubes or flaps, at prices higher than the maximum prices permitted by this regulation; and no person shall agree, offer, solicit, or attempt to make any such sale or delivery. "Person" includes an individual, corporation, partnership, association, any other organized group of persons, legal successor or representative of any of the foregoing, and includes any government, or any of its political subdivisions, and any agency of any of the foregoing.

SEC. 3. Less than maximum prices. Prices lower than the maximum prices may be charged or demanded.

SEC. 4. Terms and conditions of sale—

(a) *Transportation costs.* The maximum prices established by this regulation are for tires, tubes and flaps delivered to the purchaser. If the seller does not deliver the tires, tubes or flaps to the purchaser, the actual cost of transportation to the purchaser shall be deducted from the maximum price.

(b) *Expenses on Lend-Lease sales and other government procurement.* The maximum prices fixed by this regulation include all expenses on sales or deliveries to procurement agencies of the United States Government including sales for the account of the Office of Lend-Lease Administration, and no amount may be added to the maximum prices for any such expenses. Supplementary Order No. 34¹ shall not apply to this regulation.

SEC. 5. Adjustable pricing. Any person may agree to sell at a price which can be increased up to the maximum price in effect at the time of delivery; but no person may, unless authorized by the Office of Price Administration, deliver or agree to deliver at prices to be adjusted upward in accordance with action taken by the Office of Price Administration after delivery. Such authorization may be given when a request for a change in the applicable maximum price is pending,

but only if the authorization is necessary to promote distribution or production and if it will not interfere with the purposes of the Emergency Price Control Act of 1942, as amended. The authorization may be given by the Administrator or by any official of the Office of Price Administration to whom the authority to grant such authorization has been delegated. The authorization will be given by order.

SEC. 6. Evasion. The price limitations set forth in this regulation shall not be evaded, whether by direct or indirect methods, in connection with an offer, solicitation, agreement, sale, delivery, purchase of or relating to tires, tubes or flaps alone or in conjunction with any other commodity or by way of commission, service, transportation, or other charge, or discount, premium or other privilege, or by tying-agreement or other trade understanding or otherwise.

SEC. 7. Petitions for amendment. Any person seeking a modification of any provision of this regulation may file a petition for amendment in accordance with the provisions of Revised Procedural Regulation No. 1.²

¹ 7 F.R. 8961; 8 F.R. 3313, 3523.

SEC. 8. Records. Every person making a sale subject to this regulation of tires, tubes or flaps, shall keep for inspection by the Office of Price Administration for so long as the Emergency Price Control Act of 1942 remains in effect, complete and accurate records of each such sale, showing the date thereof, the agency making the purchase, the price received, and the quantity of each type, brand name, tread, ply and size of tires, tubes and flaps sold.

SEC. 9. Enforcement. (a) Persons violating any provisions of this regulation are subject to the criminal penalties, civil enforcement actions, and suits for treble damages, provided by the Emergency Price Control Act of 1942.

(b) Persons who have evidence of any violation of this regulation or any price schedule, regulation or order issued by the Office of Price Administration, or of any acts or practices which constitute such a violation, are urged to communicate with the nearest district, state or regional office of the Office of Price Administration or its principal office in Washington, D. C.

Appendix A: Maximum prices for Federal Government purchases covered by this regulation of new rubber tires and tubes

Article	Maximum price			
	Maximum price for items on which no Defense Supplies Corporation pool charge has been paid.		Add this price to determine the maximum price for items on which a Defense Supplies Corporation pool charge has been paid.	
	Tire	Tube	Tire	Tube
(a) Tires and tubes, pneumatic				
(i) Automobile (passenger-car):				
(1) Regular-tread:				
5.25/5.50-17:				
4-ply.....	\$5.92	\$0.90	\$2.17	\$0.53
6-ply.....	8.40	.90	2.70	.53
5.25/5.50-18, 4-ply.....	7.37	.89	1.98	.44
5.25/5.50-19, 4-ply.....	7.72	.94	1.70	.56
5.25-20, 6-ply.....	9.78	.81		
5.50-16, 4-ply.....	5.34	.77	2.10	.65
6.00-16:				
4-ply.....	6.16	.86	2.36	.58
6-ply.....	7.65	.86	2.95	.58
6.00-6.50-17, 4-ply.....	9.58	1.05	1.70	.53
6.00-6.50-18, 6-ply.....	10.58	.85		
6.00-6.50-19, 6-ply.....	12.04	1.08	2.66	.58
6.25-16:				
4-ply.....	7.25	.98	2.53	.58
6-ply.....	8.14	.98	3.34	.69
6.25/6.50-16:				
4-ply.....	7.25	.98	2.80	.69
6-ply.....	8.14	.98	3.17	.68
6.50-15:				
4-ply.....	7.33	.95	2.86	.68
6-ply.....	8.93	1.10	3.50	.69
6.50-16:				
4-ply.....	7.60	.98	2.86	.69
6-ply.....	9.28	.98	3.58	.68
7.00-15:				
4-ply.....	8.56	1.02	3.25	.68
6-ply.....	9.69	1.02	3.96	.69
7.00-16:				
4-ply.....	8.89	.98	3.25	.69
6-ply.....	10.36	.98	4.06	.69
7.00-17, 6-ply.....	10.79	1.15	4.38	
7.50-16, 6-ply.....	12.62	1.31	5.16	.69
(ii) Special-tread, mud-and-snow.				
5.25/5.50-17, 4-ply.....	8.86	.90	1.93	.53
5.25/5.50-18, 4-ply.....	7.78	.89	1.88	.44
6.00-16:				
4-ply.....	6.85	.90	2.66	.58
6-ply.....	8.08	.86	2.95	.58
6.25/6.50-16:				
4-ply.....	8.07	1.10	2.60	.69
6-ply.....	9.84	1.10	3.34	.69

¹ 7 F.R. 10779.

Appendix A—Continued

Appendix A—Continued

Appendix A—Continued

Article	Maximum price	
	Tire	Tube
(2) Bicycle:		
(i) Single-tube tires. (See Tires, single-tube.)		
(ii) Straight-side:		
24 x 2.125.....	\$1.05	\$0.46
26 x 1.375.....	1.01	.46
26 x 2.125.....	1.07	.46

Article	Maximum price		
	Tire	Tube	Flap
(3) Bus-truck.			
(i) Regular-tread:			
6.00-16, 6-ply.....	\$8.89	\$0.86	
6.00-17, 6-ply.....	9.00	.96	\$0.29
6.00-20, 6-ply.....	9.54	1.05	.30
6.00-20, 30 x 5, 8-ply.....	12.97	1.05	
6.50-10, 6-ply.....	11.14	1.10	
6.50-16, 6-ply.....	10.17	.98	
6.50-17, 6-ply.....	11.42	.97	.29
6.50-20, 6-ply.....	11.93	1.54	.30
6.50-20/32 x 6, 8-ply.....	14.02	1.54	.30
15-inch, special, 6-ply.....	10.33	1.02	
15-inch, special, 8-ply.....	12.56	1.02	
7.00-16, 6-ply.....	11.24	1.23	
7.00-17:			
6-ply.....	13.72	1.47	.29
8-ply.....	16.64	1.47	.29
7.00-20, 8-ply.....	16.94	2.02	.35
7.50-20/32 x 6, 10-ply.....	21.78	2.02	.35
7.00-24/36 x 6, 10-ply.....	26.78	2.43	.40
7.50-16:			
6-ply.....	13.64	1.68	
8-ply.....	15.14	1.68	
7.50-17, 8-ply.....	16.10	1.47	.29
7.50-18, 8-ply.....	20.87	2.44	.41
7.50-18/32 x 7, 10-ply.....	29.97	2.91	.41
7.50-20, 8-ply.....	21.21	2.56	.45
7.50-20/34 x 7, 10-ply.....	31.09	2.56	.45
7.50-20/34 x 7, 12-ply.....	35.83	2.56	.45
7.50-24, 8-ply.....	31.15	3.30	.55
7.50-24/38 x 7, 10-ply.....	35.34	3.30	.55
8.25-15, 14-ply.....	37.13	2.22	.40
8.25-18, 10-ply.....	29.29	3.30	.41
8.25-20:			
10-ply.....	30.24	2.61	.45
12-ply.....	34.87	2.61	.45
9.00-13, 6-ply.....	18.57	2.54	
9.00-16:			
8-ply.....	30.12	3.36	.49
10-ply.....	36.00	3.36	.49
9.00-18, 10-ply.....	34.58	3.18	.53
9.00-20, 10-ply.....	34.76	3.35	.58
9.00-20/36 x 8, 12-ply.....	41.30	3.35	.58
9.00-22, 10-ply.....	37.56	3.52	.63
9.00-24, 10-ply.....	43.88	3.96	.68
9.00-24/40 x 8, 12-ply.....	47.27	3.96	.68
10.00-18 (9.75-18), 12-ply.....	46.03	3.80	.78
10.00-20 (9.75-20), 12-ply.....	46.15	4.00	.86
10.00-20/38 x 9, 14-ply.....	62.69	4.00	.86
10.00-22 (9.75-22), 12-ply.....	48.88	4.35	.93
10.00-24 (9.75-24), 12-ply.....	51.20	4.66	1.00
10.50-16, 10-ply.....	44.94	4.41	.49
10.50-16, 12-ply.....	40.03	4.41	.49
11.00-18, 10-ply.....	46.93	4.65	.78
11.00-18, 12-ply.....	51.35	4.65	.78
11.00-20 (10.50-20), 12-ply.....	51.65	4.71	.86
11.00-22 (10.50-22), 12-ply.....	55.10	5.08	.93
11.00-24 (10.50-24), 12-ply.....	58.47	5.37	1.00
12.00-20 (11.25-20), 14-ply.....	68.54	6.12	.86
12.00-24 (11.25-24), 14-ply.....	80.91	6.45	1.00
13.00-20 (12.75-20), 16-ply.....	98.00	8.85	.86
13.00-24 (12.75-24), 16-ply.....	106.70	9.66	1.00
14.00-20 (13.50-20), 16-ply.....	111.48	9.83	1.00
14.00-24 (13.50-24), 16-ply.....	120.27	10.65	1.17
(ii) Special-tread, mud-and-snow:			
6.00-16, 6-ply.....	9.38	.86	
6.00-20, 6-ply.....	10.10	1.05	.30
6.00-20/30 x 5, 8-ply.....	13.38	1.05	.30
6.50-16, 6-ply.....	10.75	.98	
6.50-20, 6-ply.....	12.62	1.54	.30
6.50-20/32 x 6, 8-ply.....	15.82	1.54	.30
15-inch, special, 6-ply.....	11.09	1.02	
7.00-16, 6-ply.....	11.87	1.23	
7.00-17:			
6-ply.....	13.73	1.47	.29
8-ply.....	17.56	1.47	.29
7.00-20, 8-ply.....	17.92	2.02	.35
7.00-20/32 x 6, 10-ply.....	22.93	2.02	.35
7.50-16, 6-ply.....	14.94	1.68	
7.50-16, 8-ply.....	16.08	1.68	

Article	Maximum price		
	Tire	Tube	Flap
(3) Bus-truck—Continued.			
(ii) Special-tread, mud-and-snow—Continued.			
7.50-17, 8-ply.....	\$18.14	\$1.47	\$0.29
7.50-20, 8-ply.....	22.45	2.56	.45
7.50-20/34 x 7, 10-ply.....	31.49	2.56	.45
8.25-20, 10-ply.....	31.84	2.61	.45
9.00-13, 6-ply.....	16.48	2.54	
9.00-16:			
8-ply.....	31.82	3.36	.49
10-ply.....	36.00	3.36	.49
9.00-20, 10-ply.....	36.71	3.35	.58
9.00-20/40 x 8, 12-ply.....	50.49	3.96	.68
10.00-20, 12-ply.....	48.70	4.00	.86
10.00-24, 12-ply.....	54.10	4.66	1.00
10.50-16, 10-ply.....	47.43	4.41	.49
10.50-16, 12-ply.....	51.73	4.41	.49
11.00-18, 12-ply.....	54.19	4.65	.78
11.00-20, 12-ply.....	54.52	4.71	.86
11.00-24, 12-ply.....	61.80	5.37	1.00
12.00-24, 14-ply.....	87.02	6.45	1.00
13.00-20, 16-ply.....	105.04	8.85	.86
13.00-24, 16-ply.....	114.53	9.66	1.00
14.00-20, 16-ply.....	120.11	9.83	1.00
14.00-24, 16-ply.....	129.34	10.65	1.17
18.00-24, 16-ply.....	253.04	18.17	2.33
18.00-40, 20-ply.....	421.95	22.99	3.50
21.00-24, 16-ply.....	325.77	23.36	3.14
21.00-24, 20-ply.....	359.29	23.36	3.14
24.00-32:			
24-ply.....	664.96	35.28	8.46
36-ply.....	929.13	35.28	8.46
30.00-40:			
28-ply.....	1335.89	117.42	14.40
34-ply.....	1662.84	117.42	14.40
(iii) Special, for starting and stopping:			
No. 10 (6.00-16), 6-ply.....	9.31	.86	
No. 13 (6.50-16), 6-ply.....	11.24	.98	
No. 15 (7.00-16), 6-ply.....	13.42	.98	
No. 17 (6.50-20/30 x 5), 8-ply.....	16.46	1.05	.30
No. 18 (7.50-16), 8-ply.....	17.47	1.68	
No. 19 (7.00-20/32 x 6), 8-ply.....	21.38	2.02	.30
No. 22 (7.50-20/32 x 6), 10-ply.....	25.66	2.56	.35
No. 28 (8.25-20/34 x 7), 10-ply.....	36.03	2.61	.45
No. 34 (9.00-20), 10-ply.....	41.02	3.35	.58
No. 40 (10.00-20), 12-ply.....	56.61	4.00	.86
No. 42 (10.00-22), 12-ply.....	60.11	4.35	.93
No. 48 (11.00-20), 12-ply.....	63.77	4.71	.86
No. 50 (11.00-22), 12-ply.....	68.11	5.08	.93
(4) Earth-moving and excavating equipment, etc.:			
(i) Free-rolling or drawn vehicles:			
7.50-20, 8-ply.....	20.10	2.56	.45
8.25-20, 8-ply.....	24.46	2.61	.45
9.00-20, 10-ply.....	32.80	3.35	.58
10.00-20, 12-ply.....	43.08	4.00	.86
11.00-20, 12-ply.....	47.80	4.71	.86
12.00-20, 14-ply.....	64.74	6.12	.86
13.00-20, 14-ply.....	68.14	8.85	.86
14.00-20:			
12-ply.....	72.04	9.83	1.00
16-ply.....	95.59	9.83	1.00
16.00-20, 16-ply.....	144.65	10.07	1.61
16.00-24, 18-ply.....	198.57	16.61	1.89
18.00-24, 16-ply.....	220.29	18.17	2.33
18.00-24, 20-ply.....	238.45	18.17	2.33
21.00-24:			
16-ply.....	325.77	23.36	3.14
20-ply.....	359.29	23.36	3.14
24.00-32:			
24-ply.....	664.96	35.28	8.46
36-ply.....	929.13	35.28	8.46
(ii) Self-propelled vehicles:			
7.00-20/32 x 6, 10-ply.....	22.93	2.02	.35
7.50-20/34 x 7, 10-ply.....	31.49	2.56	.45
8.25-20:			
10-ply.....	31.94	2.61	.45
12-ply.....	36.85	2.61	.45
9.00-20, 10-ply.....	36.71	3.35	.58
9.00-20, 12-ply.....	43.92	3.35	.58
10.00-20:			
12-ply.....	48.70	4.00	.86
14-ply.....	66.12	4.00	.86
10.00-24, 12-ply.....	54.05	4.66	1.00
11.00-20, 12-ply.....	54.52	4.71	.86
11.00-24, 12-ply.....	61.71	5.37	1.00
12.00-24, 14-ply.....	85.40	6.45	1.00
12.00-24, 16-ply.....	99.30	6.45	1.00
13.00-24, 16-ply.....	107.49	9.66	1.00
14.00-24, 20-ply.....	144.67	10.92	1.17
16.00-24, 20-ply.....	184.90	16.61	1.89
18.00-24, 20-ply.....	277.83	18.17	2.33
21.00-24, 20-ply.....	359.29	23.36	3.14

Article	Maximum price	
	Tire ¹	Tube
(5) Implement, miscellaneous small equipment, drawn vehicles; low pressure:		
3.00-7, See Industrial, straight-side.		
3.50-12, 4-ply.....	\$3.42	\$0.48
4.00-8, See Industrial, straight-side.		
4.00-9, 4-ply.....	3.25	.47
4.00-12:		
4-ply.....	3.32	.52
6-ply.....	3.82	.52
4.00-18:		
2-ply.....	2.74	.69
4-ply.....	3.44	.69
4.00-30, 4-ply.....	7.84	1.18
4.00-36, 4-ply.....	8.51	1.38
5.00-15, 4-ply.....	3.80	.75
5.00-16, 4-ply.....	4.21	.75
5.00-21, 4-ply.....	5.00	.82
5.00-36, 4-ply.....	9.72	1.47
5.00-40, 4-ply.....	10.30	1.58
5.50-16, 4-ply.....	4.17	.80
6.00-9, See Industrial, straight-side.		
6.00-16:		
4-ply.....	4.27	.83
6-ply.....	5.45	.83
6.00-20, 4-ply.....	6.08	.93
6.50-16:		
4-ply.....	4.93	.99
6-ply.....	5.75	.99
8-ply.....	7.30	.99
6.50-24, 4-ply.....	8.94	1.96
6.50-36, 4-ply.....	11.29	2.32
7.00-16, 4-ply.....	6.16	1.05
7.50-16:		
4-ply.....	6.70	1.20
6-ply.....	7.89	1.20
8-ply.....	8.83	1.20
7.50-18:		
4-ply.....	7.44	1.29
6-ply.....	8.27	1.29
7.50-20, 4-ply.....	9.14	2.06
7.50-24:		
4-ply.....	10.91	2.45
6-ply.....	13.38	2.45
7.50-36, 6-ply.....	19.89	3.89
9.00-16, 10-ply.....	17.10	2.67
9.00-24:		
6-ply.....	18.03	3.68
8-ply.....	20.40	3.68
9.00-36, 6-ply.....	24.98	4.50
9.00-40, 8-ply.....	32.54	5.80
11.25-24, 6-ply.....	24.04	4.49
11.25-28:		
6-ply.....	26.72	5.04
8-ply.....	30.09	5.04
12.75-32:		
6-ply.....	36.73	7.79
8-ply.....	41.60	7.79
(6) Industrial:		
(i) Single-tube tires. (See Tires, single-tube.)		
(ii) Straight-side:		

Appendix A—Continued

Article	Maximum price	
	Tire ¹	Tube
(7) Motorcycle:		
3.30-18, 2-ply.....	\$3.16	\$0.51
3.85-18, 4-ply.....	3.95	.66
4.00-18, 4-ply.....	4.29	.66
4.00-19, 4-ply.....	4.41	.66
4.50-18, 4-ply.....	4.65	.66
4.50-19, 4-ply.....	4.70	.66
5.00-16, 4-ply.....	4.76	.69
(8) Road-building, grading, and main- taining equipment:		
(i) Front-wheel rib-tread:		
6.00-20, 6-ply.....	9.67	1.05
6.50-20, 8-ply.....	14.43	1.54
7.00-20, 10-ply.....	20.67	1.44
7.00-24, 10-ply.....	21.98	1.68
7.50-24, 10-ply.....	25.96	2.63
8.25-20, 10-ply.....	26.89	3.10
8.25-24, 10-ply.....	31.68	2.89
9.00-24, 10-ply.....	38.52	3.75
10.00-24, 10-ply.....	43.72	4.66
(ii) Rear-wheel traction tread:		
8.25-24 FB, 10-ply.....	31.68	2.89
9.00-24 DC, 10-ply.....	35.73	3.68
9.00-24 FB, 10-ply.....	38.52	3.75
10.00-24 DC, 8-ply.....	35.00	4.41
12.00-24 DC:		
6-ply.....	32.28	4.23
8-ply.....	42.40	4.23
12.00-28 DC, 6-ply.....	36.73	5.04
13.00-24 DC:		
6-ply.....	40.09	5.79
8-ply.....	49.94	5.79
14.00-20 DC, 12-ply.....	78.54	6.41
(9) Tractor:		
(i) Front-wheel rib-tread:		
4.00-15, 4-ply.....	3.35	.65
4.00-19, (4-19), 4-ply.....	4.51	.69
5.00-15, 4-ply.....	4.26	.75
6.00-16, 4-ply.....	4.69	.77
5.25-21, 6-ply.....	8.82	.82
5.50-16, 4-ply.....	4.80	.80
6.00-9, See Industrial, straight-side.		
6.00-12, 4-ply.....	5.66	.75
4-ply.....	4.99	.83
6-ply.....	6.78	.83
6.00-20, 4-ply.....	7.84	.93
6.50-16, 6-ply.....	9.01	1.05
7.50-10, 6-ply.....	14.31	1.28
7.50-16:		
4-ply.....	10.06	1.20
6-ply.....	12.24	1.20
7.50-18:		
4-ply.....	10.28	1.29
6-ply.....	12.80	1.29
9.00-10, 6-ply.....	19.26	2.59
(ii) Rear-wheel traction-tread, con- ventional base:		
4.00-12, 2-ply.....	2.98	.52
4.00-18, 2-ply.....	3.46	.69
5.00-12, 2-ply.....	3.65	.70
5.00-16:		
2-ply.....	3.65	.77
4-ply.....	4.69	.77
5.50-16:		
2-ply.....	4.68	.80
4-ply.....	4.80	.80
6.00-16, 4-ply.....	4.99	.83
6.00-22 (7-22), 2-ply.....	7.35	.99
7.50-16, 2-ply.....	7.81	1.20
7.50-22 (9-22), 2-ply.....	10.51	2.33
7.50-24, 4-ply.....	14.04	2.45
9.00-16, 8-ply.....	22.22	3.31
(iii) Rear-wheel traction-tread, wide base:		
8-32, 4-ply.....	16.48	2.55
8-36, 4-ply.....	19.98	2.91
8-38, 4-ply.....	21.03	3.07
8-44, 4-ply.....	23.47	3.73
9-24:		
4-ply.....	14.91	2.04
8-ply.....	22.10	2.04
9-32, 4-ply.....	21.25	3.05
9-38, 4-ply.....	24.10	3.52
9-40, 4-ply.....	25.39	3.74
10-24, 4-ply.....	19.84	2.80
10-26, 4-ply.....	21.69	3.04
10-28, 4-ply.....	22.27	3.20
10-36, 4-ply.....	26.53	4.00
10-38:		
4-ply.....	27.06	4.20
6-ply.....	31.81	4.20
10-40, 4-ply.....	27.94	4.52
11-24, 4-ply.....	23.49	3.28
11-26:		
4-ply.....	25.71	3.68
6-ply.....	28.79	3.68
11-28, 4-ply.....	25.62	4.31
11-36:		
4-ply.....	30.59	5.17
6-ply.....	36.32	6.17

Appendix A—Continued

Article	Maximum price	
	Tire ¹	Tube
(9) Tractor—Continued.		
(ii) Rear-wheel traction-tread, wide base—Continued.		
11-38:		
4-ply.....	\$32.91	\$5.46
6-ply.....	38.99	5.46
10-ply.....	49.99	5.46
11-40, 4-ply.....	34.54	5.80
12-24, 4-ply.....	27.78	4.83
12-26, 6-ply.....	33.39	5.20
12-30, 6-ply.....	36.90	6.10
12-36:		
4-ply.....	37.81	6.36
6-ply.....	40.03	6.36
12-38, 6-ply.....	42.46	6.83
13-24:		
4-ply.....	33.09	5.26
6-ply.....	35.83	5.26
13-26, 6-ply.....	37.59	5.67
13-28, 6-ply.....	38.27	6.25
13-30, 6-ply.....	38.94	7.30
13-34, 6-ply.....	43.88	8.00
14-24, 6-ply.....	41.91	7.39
14-30, 6-ply.....	44.10	10.90
14-34, 6-ply.....	49.10	11.50
15-28, 6-ply.....	52.49	13.13
15-30:		
6-ply.....	55.63	14.80
8-ply.....	59.20	14.80
15-32, 6-ply.....	62.09	15.32
(10) Tractor, for industrial vehicles:		
(i) Traction-tread, conventional base:		
5.25-21, 4-ply.....	7.33	.82
7.50-16, 4-ply.....	10.06	1.20
(ii) Traction-tread, wide base:		
8-24, 4-ply.....	11.93	1.90
9-24, 6-ply.....	18.95	2.04
10-24, 6-ply.....	23.25	2.84
10-28, 4-ply.....	22.27	3.20
12-26, 6-ply.....	33.39	5.20
13-26, 6-ply.....	37.59	5.67
(11) Trailer service; low platform; low speed:		
7.50-15, 10-ply.....	21.25	2.19
8.25-15, 12-ply.....	33.23	2.22
9.00-15, 12-ply.....	39.40	3.12
10.00-15:		
12-ply.....	46.04	3.68
14-ply.....	51.77	3.68
(12) Truck. See Bus-truck.		
(13) Wheelbarrow. See Industrial, straight side.		
(14) Airplane tires and tubes, pneu- matic, rayon:		
(i) High-pressure:		
(a) Landing wheels:		
26 x 6, 8 ply; smooth or nonskid.....	12.79	1.40
26 x 6, 8 ply; channel tread.....	14.77	1.40
30 x 5, 4 ply; smooth or nonskid.....	7.87	1.69
30 x 5, 4 ply; channel tread.....	8.66	1.69
30 x 7, 8 ply; smooth or nonskid.....	17.06	1.58
32 x 6, 4 ply; smooth or nonskid.....	10.57	2.49
32 x 8, 8 ply; smooth, nonskid or ribbed.....	21.50	2.55
32 x 8, 8 ply; channel tread.....	23.65	2.55
34 x 9, 10 ply; smooth or nonskid.....	35.50	5.17
34 x 9, 10 ply; channel tread.....	39.05	5.17
36 x 8, 6 ply; nonskid.....	16.65	4.94
36 x 10, 10 ply.....		
38 x 10, 12 ply.....		
40 x 10, 8 ply.....	46.13	4.18
(b) Auxiliary wheels:		
10 x 3, 4 ply; smooth or nonskid.....	6.17	.84
10.50 x 4, 6 ply; channel tread.....	9.12	1.60
12.50 x 4½, 8 ply; channel tread.....	13.06	2.32
(ii) Low-pressure:		
(a) Landing wheels:		
20 x 7.00-6, 4 ply; nonskid or ribbed.....	12.89	3.20
22 x 6.50-10, 6 ply; smooth, non- skid or ribbed.....	11.72	1.68
24 x 7.50-10, 6 ply; smooth, non- skid or ribbed.....	11.35	4.85
24 x 7.50-10, special fabric base.....		6.05
26 x 8.50-10, 6 ply; smooth, non- skid or ribbed.....	13.42	4.90
26 x 8.50-10, 6 ply; smooth, special bead cons.....	14.76	4.90
39 x 13.50-16, 10 ply; smooth.....	74.72	16.65
42 x 15.00-16, 10 ply; smooth, non- skid or ribbed.....	54.75	9.00
42 x 15.00-16, 8 ply; smooth, non- skid or ribbed.....	50.00	9.00
44 x 16.00-16, 10 ply; nonskid or ribbed.....	70.15	12.16
45 x 17.00-16, 10 ply; nonskid or ribbed.....	74.98	10.12
46 x 18.00-16 (45 x 18-16), 12 ply; nonskid or ribbed.....	114.60	13.50
45 x 20.00-18, 12 ply; smooth.....	148.66	24.88

Appendix A—Continued

Article	Maximum price	
	Tire ¹	Tube
(14) Airplane tires and tubes, pneu- matic, rayon—Continued.		
(ii) Low-pressure—Continued.		
(a) Landing wheels—Continued.		
46 x 15.50-20, 12 ply; nonskid.....	\$117.25	\$14.05
50 x 17.00-20, 12 ply; nonskid.....	119.85	14.05
55 x 19.00-23, 16 ply; smooth, nonskid or ribbed.....	162.09	15.86
(b) Auxiliary wheels:		
13 x 5.00-4, 6 ply; smooth or non- skid.....	10.59	2.50
17 x 6.00-6, 4 ply; smooth, non- skid or ribbed.....	8.14	2.23
16 x 7.00-4, 4 ply; smooth.....	10.69	2.35
17 x 7.00-5, 4 ply; smooth.....	11.76	3.38
17.50 x 8.00-4, 4 ply; smooth or ribbed.....	9.07	2.35
19 x 8.00-5, 6 ply; smooth or ribbed.....	16.99	2.79
19 x 8.00-5, 4 ply; HD.....	11.84	2.79
22 x 9.00-6, 8 ply; smooth, non- skid or ribbed.....	25.43	3.20
24 x 10.00-7, 10 ply; smooth, non- skid or ribbed.....	45.22	4.90
26 x 9.00-13, 8 ply; plain.....	18.18	3.21
29 x 9.50-12, 6 ply; smooth or ribbed.....	25.87	4.93
32 x 11.00-12, special water valve.....		8.25
32 x 11.00-12, 8 ply; smooth.....	30.87	5.33
33 x 11.50-16.50, 10 ply; plain.....	32.33	3.89
36 x 12.50-14, 10 ply; smooth.....	53.23	8.19
36 x 12.50-14, 10 ply; grooved ribbed safety.....	55.23	8.19
(iii) Extra low pressure:		
(a) Landing wheels:		
25 x 11-4, 4 ply; smooth.....	24.75	6.25
29 x 13-5, 6 ply; smooth.....	38.75	7.75
30 x 13-6, 6 ply; smooth.....	42.75	8.50
35 x 15-6, 6 ply; smooth.....	51.75	9.50
45 x 20-10, 10 ply; nonskid.....	95.28	21.44
(b) Auxiliary wheels:		
12 x 5-3, 4 ply; smooth.....	15.00	3.00
14½ x 5-5, 8 ply; channel tread.....	15.22	2.47
16 x 7-3, 4 ply; smooth.....	17.00	4.00
18 x 8-3, 4 ply; smooth.....	18.75	4.50
(iv) Streamline:		
(a) Type I:		
24-inch, 4 ply; pointed tread.....	10.70	1.79
27-inch, 6 ply; pointed tread.....	17.24	1.93
31-inch, 6 ply; pointed tread.....	21.32	2.68
36-inch, 6 ply; pointed tread.....	25.22	3.36
(b) Type II:		
24-inch, 4 ply; rounded tread.....	10.70	1.79
27-inch, 6 ply; rounded tread.....	17.24	1.93
31-inch, 6 ply; rounded tread.....	21.32	2.68
36-inch, 6 ply; rounded tread.....	25.22	3.36
40-inch, 8 ply; rounded tread.....	42.95	5.90
45-inch, 8 ply; plain.....	45.67	6.90
50-inch, 8 ply; plain.....		
27.50 x 8.90 x 12.50, 4 ply; plain.....	11.52	2.80
(v) Low-profile nose-wheels:		
19 x 6.80-10, 6 ply; plain.....	14.98	2.16
32 x 7.25-11.50, 6 ply; plain.....	15.35	2.88
26 x 9.00-13.00, 8 ply; smooth.....	18.18	3.21
33 x 11.50-16.50, 10 ply; smooth.....	32.33	3.89
(vi) Smooth-contour:		
(a) Landing wheels:		
27-inch, 8 ply; smooth or nonskid.....	18.74	2.57
30-inch, 8 ply; smooth or nonskid.....	28.13	3.57
33-inch, 8 ply; smooth or nonskid.....	30.62	5.23
36-inch, 10 ply; smooth or non- skid.....	42.24	5.59
39-inch, 10 ply; smooth or non- skid.....	51.07	6.83
44-inch, 10 ply; nonskid.....	53.82	6.80
47-inch, 12 ply; nonskid or smooth.....	87.92	7.80
51-inch, 14 ply; smooth or non- skid.....	154.94	17.00
56-inch, 16 ply; smooth or non- skid.....	155.24	14.14
65-inch, 16 ply; smooth or non- skid.....	349.65	29.77
(b) Auxiliary wheels:		
8.00, 4 ply; smooth.....	5.10	1.63
10.00, 6 ply; smooth.....	9.12	1.90
10.00, 6 ply; channel tread.....	9.12	1.90
12.50, 6 ply; smooth.....	8.81	2.32
12.50, 6 ply; channel tread.....	9.69	2.32
14.50, 6 ply; smooth.....	10.05	2.47
17.00, 6 ply; smooth.....	15.53	2.44
19.00, 6 ply; smooth.....	18.25	3.40
23.00, 8 ply; smooth.....	27.87	3.21
26.00, 10 ply; smooth.....	38.50	3.90
30.00, 10 ply; smooth.....	46.03	5.20

¹ On items where no separate maximum prices are set forth for flaps, the maximum prices set forth for tires apply to tires including flaps in all cases where tire flaps would be delivered with the tires under normal business practice.

Appendix A—Continued

Article	Maximum price
(14) Airplane tires and tubes, pneumatic, rayon—Continued.	
(vii) Airplane safety tubes: double-tube construction:	
19.00-inch.....	\$14.80
23.00-inch.....	16.70
26.00-inch.....	17.90
30.00-inch.....	18.90
27.00-inch.....	16.80
30.00-inch.....	18.06
33.00-inch.....	19.20
36.00-inch.....	20.01

Article	Maximum price		
	Tire	Tube	Bead lock
(15) Combat, Run Flat:			
7.00-18.....	\$26.18	\$1.98	\$1.60
8.25-10.....	42.37	2.50	1.55
8.25-20.....	56.46	3.14	1.20
9.00-16.....	52.34	2.90	1.60
9.00-20.....	66.31	3.53	1.20
9.25-16.....	42.20	2.60	1.80
10.50-16.....	71.19	3.30	1.80
10.50-20.....	77.53	3.87	1.80
13.50-20.....	139.63	9.01	2.62

Article	Maximum price
(b) Tires, single-tube:	
(1) Bicycle:	
26 x 1½.....	\$0.97
23 x 1½.....	1.01
(2) Industrial:	
5 x 1.75, 2-ply.....	1.25
6 x 2.00, 4-ply.....	1.80
8 x 2.00:	
2-ply.....	1.34
4-ply.....	1.94
10 x 2.00, 2-ply.....	1.45
12 x 2.00, 2-ply.....	1.58
8 x 2.50, 4-ply.....	2.05
10 x 2.50, 2-ply.....	1.45
10 x 3.00:	
2-ply.....	1.72
4-ply.....	2.23
12 x 3.00:	
2-ply.....	2.06
4-ply.....	2.54
11 x 3.25, 4-ply.....	2.48
12 x 3.50:	
2-ply.....	2.21
4-ply.....	2.80
13 x 4.00, 4-ply.....	3.11
14 x 4.00:	
2-ply.....	2.69
4-ply.....	3.24
16 x 4.00:	
2-ply.....	3.00
4-ply.....	3.47
18 x 4.00:	
2-ply.....	3.68
4-ply.....	4.16
20 x 4.00:	
2-ply.....	4.10
4-ply.....	4.66
15 x 4.50, 4-ply.....	3.45

Appendix A—Continued

Article	Maximum price
(b) Tires, single-tube—Con.	
(3) Wheelbarrow:	
10 x 2.75, 2-ply.....	\$1.05
16 x 4.00; lug base:	
2-ply.....	2.88
4-ply.....	3.35
(c) Tires, solid:	
(1) Industrial:	
8½ x 4—4.....	5.84
9 x 2½—6.....	5.34
9 x 5—5.....	6.55
10 x 3½—6.....	6.45
10 x 4—5 7/16.....	7.14
10 x 5—6½.....	8.00
10 x 6—6½.....	9.49
10½ x 5—6½.....	8.24
10½ x 6—6½.....	9.66
10½ x 7—6½.....	9.90
11 x 2½—8.....	5.63
12 x 3½—8.....	6.57
14 x 4—10.....	8.15
15 x 3½—11¼.....	7.01
15 x 5—11¼.....	9.17
15 x 6—11¼.....	12.06
15 x 7—11¼.....	14.38
15 x 8—11¼.....	16.35
16 x 3½—12.....	7.33
16 x 3½—12½.....	6.96
16 x 4—12½.....	8.33
16 x 4½—12.....	9.73
17 x 5—12½.....	10.09
18 x 3—14.....	6.97
18 x 4—14.....	9.39
18 x 5—14.....	10.38
20 x 3½—16.....	8.19
20 x 4—16.....	9.74
20 x 5—16.....	11.40
20 x 6—16.....	14.81
20 x 7—16.....	17.57
20 x 8—16.....	19.56
22 x 3½—17¾.....	9.06
22 x 4½—17¾.....	12.11
22 x 6—17¾.....	15.09
22 x 8—17¾.....	23.97
24 x 3—20.....	8.18
24 x 3½—20.....	9.65
24 x 5—20.....	14.40
27 or 27¼ x 3½—23½.....	10.58
28 x 3½—24.....	9.46
28 x 4—23½.....	12.05
29 x 5—23½.....	16.87
(2) Tractor-and-trailer:	
22 x 10—16.....	47.78
22 x 14—16.....	61.05
28 x 7—22.....	34.69
28 x 10—22.....	52.92
28 x 12—22.....	63.98
28 x 14—22.....	76.09
(3) Truck-cushion:	
32 x 5.....	27.13
34 x 5.....	29.00
36 x 5.....	30.58
36 x 6.....	36.97
36 x 7.....	46.56
36 x 10.....	67.58
36 x 12.....	84.43
40 x 5.....	33.74
40 x 7.....	50.33
40 x 8.....	57.94
40 x 10.....	74.03
40 x 12.....	92.57
40 x 14.....	113.34
40 x 16.....	154.85

Appendix A—Continued

Article	Maximum price
(d) Tubes: automobile (passenger car), bus, motorcycle, and truck: safety, double-tube construction:	
4.00/4.50-18, MC.....	\$3.00
5.00-18, MC.....	3.53
6.00-18.....	3.78
6.25/6.50-18.....	4.06
6.50-15.....	4.06
7.00-15.....	4.56
7.00-16.....	4.56
7.50-15.....	5.00
7.50-16.....	5.02

Effective Date

This regulation shall become effective July 1, 1943.

NOTE: All reporting and record-keeping requirements of this regulation have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Issued this 28th day of June 1943.

PRENTISS M. BROWN,
Administrator.

[F. R. Doc. 43-10387; Filed, June 28, 1943; 3:08 p. m.]

PART 1316—COTTON TEXTILES

[MPR 11, Amdt. 7]

FINE COTTON GOODS

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Maximum Price Regulation No. 11 is amended in the following respects:

- Section 1316.3 (b) (1) is amended by inserting after the words "any grey" the words "and colored-yarn".
- Section 1316.3 (b) (1) (b) is amended to read as follows:

(b) Checked fabrics (other than marquisettes) made on a box loom and containing colored yarn elsewhere than in the selvage.

- Section 1316.3 (b) (1) (e) is revoked.
- Section 1316.3 (b) (1) (g) is revoked.
- Section 1316.3 (b) (1) (h) is added to read as follows:

(h) Fabrics made on a jacquard loom containing colored yarn elsewhere than in the selvage.

- Section 1316.4, Table I is amended to read as follows:

*Copies may be obtained from the Office of Price Administration.

18 FR. 361, 2206, 4628, 4725, 5477, 8065.

TABLE I—TYPE AND CONSTRUCTION OF CLOTH

Table with columns: Ref. No., Combed broadcloth, Cents per yd., Lawn, Fine Combed Plains, Organdie, Typewriter Cloth, Umbrella Cloth. Lists various fabric types and their prices.

TABLE I—TYPE AND CONSTRUCTION OF CLOTH—Continued

Table with columns: Ref. No., Collar Cloth, Poptins, Beat-ups (Marquisettes), Sateens, Tracing Cloth, Aeroplane Ply Yarns, Aeroplane Merc. Ply Yarns, Aeroplane (Single Yarn), Dotted Swiss, Broadcloth (Jacquard), Decating Apron Cloth. Lists various fabric types and their prices.

TABLE I—TYPE AND CONSTRUCTION OF CLOTH—Continued

Table with columns: Ref. No., Decating Cloth, Decating Blanket, Aeroplane Deicer Cloth, Jacket Cloth for Rubber Trade, Carrier Apron for Rubber Thread, Printer's Blanket Fabric, Tablecloth, Linen Warp Card Clothing Cloth, Lapping Cloth, Special Combed Duck, Life Vest (Air Corps. Spec.), Insulating Fabric, Acid Resistant Glove Cloth, Dimities, Dimity Checks, Pique, Pongee, Voiles. Lists various fabric types and their prices.

1 Fabrics shall be subject to the yardage prices set forth in Tables I and II, rather than to the poundage prices set forth in Table III, unless they are over 4 per cent lighter or over 6 per cent heavier than the weights specified, except that for marquisettes and beat-up marquisettes the appropriate yardage price shall apply to all weights of each construction specified.

The maximum prices set forth in Table I shall apply only to fabrics made wholly of combed cotton yarn unless otherwise specified.

For a fabric the same as one of those listed in Table I except for a difference in width not exceeding two inches and a consequent proportionate difference in weight, the maximum price shall be the price shown in Table I adjusted in the ratio which the width of one fabric bears to the other.

2 The maximum price for 37" 136 x 60, 4.00 to 4.20 combed broadcloth on subcontracts entered into prior to January 13, 1943 under Army Invitation No. 669-43, Negotiated 161, dated November 28, 1942 is 19.00 cents per yard.

3 The maximum prices for 38" 102 x 56, 2.15 and 44" 102 x 56, 1.85 poplins on subcontracts entered into prior to July 3, 1943 under any prime contract with a war procurement agency or on any subcontracts entered into before or after July 3, 1943 under Army Invitation No. 669-43-N.F.G-176 are the maximum prices in effect for the respective fabrics on July 2, 1943.

7. Section 1316.4 (e) is added to read as follows:

(e) When an amendment to Maximum Price Regulation No. 11 effects a reduction in any seller's previous ceiling price for any fabric (other than a fabric previously subject to Table III), it shall be permissible for such seller for a period of 30 days from the effective date of the amendment to make deliveries of such fabric against existing contracts at a price not exceeding the maximum price in effect on the day immediately preceding the effective date of the amendment.

This amendment shall become effective the 3d day of July 1943.

(Pub. Laws 421 and 729, 77th Cong.; E.O. 9250, 7 F.R. 7871, E.O. 9328, 8 F.R. 4681)

Issued this 28th day of June 1943.

PRENTISS M. BROWN,
Administrator.

[F. R. Doc. 43-10388; Filed, June 28, 1943;
3:09 p. m.]

PART 1362—CERAMIC PRODUCTS

[RPS 75, Revocation]

DEAD-BURNED GRAIN MAGNESITE

For the reasons set forth in the statement of considerations issued simultaneously herewith and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, and Executive Order No. 9250, it is hereby ordered that Revised Price Schedule No. 75—Dead-Burned Grain Magnesite (§§ 1362.1 to 1362.9a, inclusive) be and it hereby is revoked, subject to the provisions of Supplementary Order No. 40, 8 F.R. 4325. This order shall become effective July 3, 1943.

(Pub. Laws 421 and 729, 77th Cong.; E.O. 9250, 7 F.R. 7871)

Issued this 28th day of June 1943.

PRENTISS M. BROWN,
Administrator.

[F. R. Doc. 43-10390; Filed, June 28, 1943;
3:10 p. m.]

PART 1362—CERAMIC PRODUCTS

[MPR 416]

BASIC REFRACTORY PRODUCTS

A statement of the considerations involved in the issuance of this Maximum Price Regulation No. 416 has been issued simultaneously herewith and filed with the Division of the Federal Register.*

So far as practicable, the Price Administrator has advised and consulted with representative members of the industries which will be affected by this regulation. In the judgment of the Price Administrator, the maximum prices established by this regulation are, and will be, generally fair and equitable,

*Copies may be obtained from the Office of Price Administration.

and comply with the standards and the other requirements of the Emergency Price Control Act of 1942, as amended, and Executive Order No. 9250, and will effectuate the purposes of the said Act and Executive Order.

§ 1362.151 *Maximum prices for basic refractory products.* Under the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, and Executive Order No. 9250, Maximum Price Regulation No. 416 (Basic Refractory Products), which is annexed hereto and made a part hereof, is hereby issued.

AUTHORITY: § 1362.151 issued under Pub. Laws 421 and 729, 77th Cong.; E.O. 9250, 7 F.R. 7871.

MAXIMUM PRICE REGULATION 416—BASIC REFRACTORY PRODUCTS

ARTICLE I—PERSONS AND TRANSACTIONS SUBJECT TO THIS REGULATION: ITS RELATIONSHIP TO OTHER REGULATIONS

Sec.

- 1.1 Persons subject to this regulation.
- 1.2 Transactions covered by this regulation.
- 1.3 The matters to which each article in this regulation relates.
- 1.4 Relationship of Maximum Price Regulation No. 416 to other regulations.

ARTICLE II—PROHIBITIONS AND PENALTIES

- 2.1 Prohibition against dealing in basic refractory products at prices above the maximum.
- 2.2 Prohibited practices.
- 2.3 Penalties.

ARTICLE III—MISCELLANEOUS PROVISIONS

- 3.1 Applications for adjustment or petitions for amendment.
- 3.2 Adjustable pricing.
- 3.3 Federal and State taxes.
- 3.4 Records and reports.
- 3.5 Notification of purchasers of existence of regulation.
- 3.6 Saving clause.

ARTICLE IV—MAXIMUM PRICES FOR BASIC REFRACTORY BRICK

- 4.1 Application.
- 4.2 Definitions.
- 4.3 Maximum prices.
- 4.4 Base list prices.
- 4.5 Transportation charges.
- 4.6 Packaging charges.
- 4.7 Changes in quality and new products.

ARTICLE V—MAXIMUM PRICES FOR DEAD-BURNED DOLOMITE

- 5.1 Application.
- 5.2 Definitions.
- 5.3 Plant base prices.
- 5.4 Maximum prices.

ARTICLE VI—MAXIMUM PRICES FOR DEAD-BURNED GRAIN MAGNESITE

- 6.1 Application.
- 6.2 Definitions.
- 6.3 Maximum prices for maintenance grade of dead-burned grain magnesite.
- 6.4 Maximum prices for special furnace magnesite.
- 6.5 Maximum prices for furnace magnesite.
- 6.6 Maximum prices for magnesite hearth ramming mix.
- 6.7 Maximum prices for periclase.

ARTICLE VII—MAXIMUM PRICES FOR REFRACTORY CHROME ORES

- 7.1 Explanation.
- 7.2 Maximum prices for refractory chrome ores as contained in Maximum Price Regulation No. 258.

Article I—Persons and Transactions Subject to This Regulation: Its Relationship to Other Regulations.

SECTION 1.1. *Persons subject to this regulation.* Any person who makes the type or kind of sale or purchase covered by this regulation is subject to the regulation.

"Person" means an individual, corporation, partnership, association or any other organization, group of persons, or legal successors or representatives of any of the foregoing, and includes the United States or any agency thereof, or any other government or any of its political subdivisions, or any agency of any of the foregoing.

SEC. 1.2. *Transactions covered by this regulation.* This regulation covers only sales of basic refractory products in the forty-eight states of the United States and the District of Columbia.

"Basic refractory products" means basic refractory brick, dead-burned dolomite, dead-burned grain magnesite, and magnesite hearth ramming mix.

SEC. 1.3. *The matters to which each article in this regulation relates.* This regulation consists of seven articles. The first three articles are applicable to all basic refractory products as enumerated herein. The next three articles relate to a particular product and set forth maximum prices, pricing procedures, transportation charges and practices, and other pertinent provisions. These articles are numbered IV to VI, inclusive.

Article IV relates to basic refractory brick; Article V relates to dead-burned dolomite; Article VI relates to dead-burned grain magnesite and magnesite hearth ramming mix; the last, or Article VII, contains Appendix B of Maximum Price Regulation No. 258 in its entirety and deals with refractory chrome ores.

SEC. 1.4. *Relationship of this Maximum Price Regulation No. 416 to other regulations.—(a) Exports.* The maximum prices at which a person may export basic refractory products shall be determined in accordance with the provisions of Second Revised Maximum Export Price Regulation¹ issued by the Office of Price Administration.

(b) *Imports.* This regulation is not applicable to sales of basic refractory products if they originate outside of and are imported into the continental United States. Such sales and deliveries are governed by the General Maximum Price Regulation² and, more particularly, Revised Supplementary Regulation No. 12.³

(c) *Revised Price Schedule No. 75, as amended.*⁴ Revised Price Schedule No. 75, as amended, has heretofore covered sales of dead-burned grain magnesite by manufacturers and producers. Such sales are now included in this regulation, and Revised Price Schedule No. 75, as amended, is no longer applicable.

¹ 8 F.R. 4132.

² 8 F.R. 3096, 3849, 4347, 4486, 4724, 4978, 4848.

³ 7 F.R. 10532.

⁴ 7 F.R. 446, 935, 1350, 1734, 2000, 2132, 4540, 8948.

(d) *Maximum Price Regulation No. 258, as amended.* Maximum Price Regulation No. 258, as amended, establishes maximum prices for sales of metallurgical-chemical chrome ores and refractory chrome ores. For the convenience of sellers and purchasers, and inasmuch as refractory chrome ores are allied to other basic refractory products, there has been inserted, as Article VII of this regulation, Appendix B of Maximum Price Regulation No. 258 in its entirety. Maximum Price Regulation No. 258, as amended, will continue to govern sales of refractory chrome ores.

(e) *General Maximum Price Regulation and Maximum Price Regulation No. 188.* The provisions of the General Maximum Price Regulation and Maximum Price Regulation No. 188 are superseded by this regulation with respect to sales or deliveries of basic refractory products which are subject to this regulation. However, Maximum Price Regulation No. 188 is still applicable to the pricing of new basic refractory products as set forth in Articles IV to VI, inclusive.

Article II—Prohibitions and Penalties

SEC. 2.1. *Prohibition against dealing in basic refractory products at prices above the maximum.* (a) On and after the 3d day of July 1943, the effective date of this regulation:

(1) No person shall sell or deliver or contract to sell or deliver any basic refractory products at prices higher than the maximum prices established by this regulation.

(2) No person, in the course of trade or business, shall buy or receive any basic refractory products at a price higher than that permitted by this regulation.

(3) No person shall agree, offer, solicit, or attempt to do any of the acts prohibited in subparagraphs (1) and (2) of this paragraph.

(b) *Less than maximum prices.* Lower prices than those provided for in this regulation may, of course, be charged or paid.

SEC. 2.2. *Prohibited practices—(a) General.* Any practice which is a device to secure the effect of a higher-than-ceiling price without actually raising the dollars-and-cents price is as much a violation of this regulation as an outright over-ceiling price. This applies to devices making use of commissions, services, transportation arrangements, premiums, special privileges, tying agreements, trade understandings, and the like.

(b) *Specific prohibited practices.* The following are among the specific practices prohibited by this regulation:

(1) Securing the effect of higher prices by changing credit practices or cash discounts from what they were on October 1, 1941. This includes reducing the cash

discount periods, decreasing credit period, or making greater charges for extension of credit.

(2) Making terms or conditions of sale more onerous to the purchaser than those in effect or available to the purchaser on October 1, 1941.

(3) Falsely or wrongly grading, classifying, or invoicing basic refractory products.

(4) Lowering or decreasing the grade or quality of any basic refractory product, except as permitted by this regulation, without a corresponding reduction in price.

SEC. 2.3. *Penalties.* (a) Persons violating any provision of this regulation are subject to the criminal penalties, civil enforcement actions, and suits for treble damages provided by the Emergency Price Control Act of 1942, as amended, and Executive Order No. 9250.

(b) No War Procurement Agency or any contracting or paying finance officer thereof shall be subject to any liability, civil or criminal, imposed by this regulation or by the Emergency Price Control Act of 1942. "War Procurement Agency" as used in this paragraph includes the War Department, Navy Department, United States Maritime Commission, and the Lend-Lease section of the Procurement Division of the Treasury Department, or any agency of any of the foregoing.

Article III—Miscellaneous Provisions

SEC. 3.1. *Applications for adjustment or petitions for amendment—(a) Petitions for amendment.* Any person seeking an amendment of any provision of this regulation may file a petition for amendment in accordance with Revised Procedural Regulation No. 1^a issued by the Office of Price Administration.

(b) *Government contracts.* Any person who has made or intends to make a "government contract" and who thinks that a maximum price in this regulation impedes or threatens to impede production of a commodity or supply of a service which is essential to the war program and which is or will be the subject of the contract may file an application for adjustment of that maximum price in accordance with Procedural Regulation No. 6^a issued by the Office of Price Administration.

The term "government contracts" is here used to include any contract with the United States or any of its agencies, or with the Government or any governmental agency of any country whose defense the President deems vital to the defense of the United States under the terms of the Act of March 11, 1941, entitled "An Act to promote the defense of the United States." It also includes any subcontracts under this kind of contract.

SEC. 3.2. *Adjustable pricing.* Any person may agree to sell at a price which can be increased up to the maximum price in effect at the time of delivery; but no person may, unless authorized by the Office of Price Administration, de-

liver or agree to deliver at prices to be adjusted upward in accordance with action taken by the Office of Price Administration after delivery. Such authorization may be given when a request for a change in the applicable maximum price is pending, but only if the authorization is necessary to promote distribution or production and if it will not interfere with the purposes of the Emergency Price Control Act of 1942, as amended. The authorization may be given by the Administrator or by any official of the Office of Price Administration to whom the authority to grant such authorization has been delegated. The authorization will be given by order, except that it may be given by letter or telegram when the contemplated revision will be the granting of an individual application for adjustment.

SEC. 3.3. *Federal and State taxes.* (a) There may be added to the maximum prices established by this regulation the amount of tax levied by any Federal excise tax statute or any State or municipal sales, gross receipts, gross proceeds, or compensating use tax statute or ordinance under which the tax is measured by gross proceeds or units of sale, if, but only if: (1) such statute or ordinance requires the vendor to state the tax separately from the purchase price paid by the purchaser, consumer, or user, on the bill, sales check, or evidence of sale at the time of the transaction; or (2) such statute or ordinance requires such tax to be separately paid by the purchaser, consumer, or user with tokens or other media of State or municipal tax payments; or (3) such statute or ordinance permits the vendor to state such tax separately, and such tax is in fact stated separately by the vendor. The amount of tax permitted to be added by this paragraph shall in no event exceed that paid by the purchaser, consumer, or user.

(b) *Application of Supplementary Order No. 31.*¹⁰ Sales and deliveries of basic refractory products, the maximum prices for which are established by this regulation, are controlled by Supplementary Order No. 31, issued by the Office of Price Administration. For the purpose of determining the applicable maximum price of any basic refractory product, the tax on the transportation of property imposed by the Revenue Act of 1942 shall be treated as though it were an increase in the amount charged by every person engaged in the business of transporting property for hire. To the extent that a seller must bear transportation charges, he shall also bear the tax thereon. To the extent that a buyer must bear transportation charges, he shall also be required to pay the tax thereon. In no event shall the tax upon transportation of property, imposed by the Revenue Act of 1942, be considered as a tax within the meaning of the preceding paragraph (a) of this section.

SEC. 3.4. *Records and reports—(a) Records.* Every person making sales or deliveries subject to this regulation must keep records containing a description of

⁷ 7 F.R. 9002; 8 F.R. 3371.

⁸ 8 F.R. 3096, 3849, 4347, 4486, 4724, 4978, 4848.

¹⁷ 7 F.R. 5872, 7967, 8943, 8948, 10155; 8 F.R. 837, 1815, 1980, 3105, 3788, 3850, 4140, 4931.

⁷ 7 F.R. 8961; 8 F.R. 3313, 3533.

⁸ 8 F.R. 5087, 5664.

¹⁰ 7 F.R. 9894; 8 F.R. 1312, 3702.

each sale and delivery, including the date of the sale, the name and address of the purchaser, the point of origin and the point of delivery of the shipment, the price charged, and the quantity sold, the type and classification of the product sold, the manner in which the product was shipped, whether in bulk or otherwise. Records of a kind the seller has customarily kept also must be retained. Purchasers must keep similar records. All such records must be available for inspection by representatives of the Office of Price Administration for so long as the Emergency Price Control Act of 1942, as amended, remains in effect.

(b) *Reports.* Persons subject to this regulation shall submit such reports to the Office of Price Administration as it may from time to time require, subject to the approval of the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

SEC. 3.5. Notification of purchasers of existence of regulation. Every person selling basic refractory products subject to this regulation shall, before making a sale, notify the purchaser of the existence of this regulation and, upon request of the purchaser, make available a copy of this regulation at the seller's principal place of business and at every branch office for examination by the purchaser.

SEC. 3.6. Saving clause. The provisions of Supplementary Order No. 40,¹ Effect of Repeal, Revocation, Amendment or other Modification of Price Regulations, are hereby incorporated into and made a part of this regulation.

Supplementary Order No. 40 provides that the repeal, revocation, amendment or other modification of a price regulation, or any part thereof, shall not have the effect to release or extinguish any penalty or liability incurred under such price regulation unless otherwise expressly provided, but such price regulation or part thereof shall be treated as remaining in force for the purpose of allowing or sustaining any proper suit, action, prosecution, or proceeding with respect to such penalty or liability.

Article IV—Maximum Prices for Basic Refractory Brick

SEC. 4.1. Application. The provisions of this article shall apply to sales by all persons of basic refractory brick shipped from Plymouth Meeting or Chester, Pennsylvania, or Baltimore, Maryland.

However, this regulation does not apply to sales of basic refractory brick not listed in section 4.4, except to the extent that such sales exceed \$50,000 worth of unlisted basic refractory brick during a period of one year from the effective date of this regulation (and for each successive year thereafter) or that such sales exceed 150 tons of any kind

of unlisted basic refractory brick during such periods.

If a contemplated sale of any unlisted basic refractory brick would exceed either of these limits, the manufacturer, before offering such brick for sale, must apply to the Office of Price Administration for a price under § 1499.154 of Maximum Price Regulation No. 188.

SEC. 4.2. Definitions. (a) "Basic refractory brick" means a burned or unburned brick produced from magnesite (MgO) and/or chromite (Cr₂O₃.FeO), including standard 9" straights and all other shapes. Forsterite refractories are included within this definition.

(b) "Standard 9" straights" means a basic refractory brick either 9" x 4½" x 2½" or 9" x 4½" x 3".

(c) "Shape" means any refractory brick other than standard 9" straights.

SEC. 4.3. Maximum prices. (a) The maximum price for any type of basic re-

fractory brick at buyer's destination shall be the total of:

The base list price as provided in paragraph (a) of section 4.4 of this article; and

The transportation charge in effect at the time of shipment for delivering that particular quantity of basic refractory brick as provided in section 4.5 of this article.

(b) The maximum price for any type of basic refractory brick at producers' shipping point for shipment to a particular destination shall be the maximum price for such brick at such destination less the freight charges from the shipping point to the destination.

SEC. 4.4. Base list prices. The base list prices of standard 9" straights and special basic refractory shapes shall be as follows:

(a) The base list prices for standard 9" straights of basic refractory brick are:

BASIC REFRACTORY BRICK BRANDS AND PRICES

Type	Manufacturer and brand			Price per net ton
	Harbison-Walker Refractories Co.	General Refractories Co.	E. J. Lavino & Company	
Burned chrome.....	H-W Chrome Brick.....	G. R. Co.....	Lavino.....	\$54.00
Unburned chrome-magnesite.	H-W Chromex.....	Ritex.....	U. B. K.....	54.00
Unburned magnesite-chrome.	H-W Magnex.....	Ritex.....	Kembond D. C.....	65.00
Burned magnesite.....	H W R C O magnesite brick.	G. R. Co.....	{(1) Lavino-Puddler ... {(2) Lavino.....	76.00
Burned low-iron periclase..	H-W periclase brick.....	G. R. Co.....	{(1) Lofero..... {(2) Onival.....	79.00
Unburned magnesite (chrome-free).	H-W Magnex.....	Ritex.....	{(1) Kembond D..... {(2) Kembond 90.....	71.00
Unburned chrome-magnesite.		Unburned Ritex-40.....		59.00
Burned chrome magnesite	{H-W Chromex B (Harbison-Walker Refractories Co.)..... {Kromag (E. J. Lavino & Company).....			61.50 61.50
H-W.....	{Burned Ritex-40 (General Refractories Co.)..... {(Harbison-Walker Refractories Co.) Standard Rounds			66.50 81.00
Metalkase magnesite.....	{Standard Straights and Keys..... {Improved (Steel 3 Sides) H-W Magnex.....			111.00 65.00
	{Improved (Steel 3 Sides) H-W Magnex chrome-free..... {Wall Magnesite (General Refractories Co.).....			71.00 65.00
Steelklad brick.....	{Roof Magnesite (General Refractories Co.)..... {Roof Chrome (General Refractories Co.).....			65.00 65.00
H-W Forsterite.....	{(Harbison-Walker Refractories Co.).....			50.00

(b) The base list prices of all basic refractory brick with the exception of standard 9" straights shall be calculated as follows: The maximum prices shall be determined by the use of the pricing formula or formulae used by each manufacturer in October 1941 to determine the prices at that time of such items. The values given to the factors used in said formula shall be no higher than the highest values given to the same factors in October 1941. Prices under said formulae and the method used in computing said factors shall be the method used in October 1941. The pricing formula of each manufacturer is filed with the Office of Price Administration, and copies thereof are available to inquirers.

SEC. 4.5. Transportation charges. The transportation charges which may be added to the base list prices to arrive at the maximum price at the destination is the charge for delivering the particular quantity of basic refractory brick from the basing point that has the lowest freight rate to the destination at the time of shipment. The basing points are Plymouth Meeting, Pennsylvania; Chester, Pennsylvania; and Baltimore, Maryland.

SEC. 4.6. Packaging charges. There may be added to the maximum prices of basic refractory brick computed in accordance with section 4.3 the following charges for domestic and foreign packaging:

	9" Straights NT	9" Sizes NT	Shapes Per M 9" equivalent
<i>Crates</i>			
Domestic crates (30-9" equivalent).....	\$6.00	\$7.00	\$37.50
Export crates with straw or paper.....	6.00	7.00	37.50
Export crates with excelsior.....	7.00	8.00	42.50
Hardwood barrels with sawdust.....	10.00	11.00	60.00
<i>Skids</i>			
About 350-9" equivalent.....	5.00	5.75	32.50

¹ 8 F.R. 4325.

SEC. 4.7. Changes in quality and new products. All manufacturers of basic refractory brick shall continue the same quality of basic refractory brick listed in section 4.4, hereof, as supplied to each class of customer during the first quarter of 1942. Each manufacturer may increase or decrease the ingredients used in the production of an established brand of basic refractory brick or in the production of a new basic refractory brick in an amount not to exceed 15 percent, up or down, of a base of 100 percent of each of the ingredients which were used during the first quarter of 1942 in the established brand without having the brick considered as a new product which requires special pricing by the Office of Price Administration. However, the manufacturer may apply to the Office of Price Administration for the pricing of any new brick or any established brick which has been altered or changed within the limits of the aforesaid 15 percent in accordance with § 1499.154 of Maximum Price Regulation No. 188. The increase or decrease of ingredients shall not limit the manufacturer in changing the type of grinding, burning, or any other factor in the manufacture of basic refractory brick.

If the change in the ingredients exceeds the 15 percent limit, such brick shall be considered a new product, and the manufacturer must establish a price for it in accordance with § 1499.154 of Maximum Price Regulation No. 188 before offering the brick for sale.

Article V—Maximum Prices for Dead-Burned Dolomite

SEC. 5.1. Application. This article applies to sales by all persons of dead-burned dolomite in carload quantities.

SEC. 5.2. Definitions. (a) "Dead-burned dolomite" means roasted refractory dolomite, in granular form, treated or untreated, clinkered, and burned to a dead state.

(b) "Short ton" means 2,000 pounds net weight.

(c) "Carload quantity" means a shipment of basic refractory products, the weight of which is sufficient to constitute a carload shipment or on which the charges would be collected at the carload rate under the tariffs of the railroad furnishing the car.

SEC. 5.3. Plant base prices. The plant base price of dead-burned dolomite shall be:

Plant base	Price per short ton	
	In bulk	In heavy paper bags
Woodville, Ohio.....	\$9.30	\$15.00
Millersville, Sandusky Co., Ohio.....	9.30	15.00
Narło, Seneca Co., Ohio.....	9.30	15.00
Maple Grove, Ohio.....	9.30	15.00
Bettsville, Ohio.....	9.30	15.00
Gibsonburg, Ohio.....	9.30	15.00
Martin, Ohio.....	9.30	15.00
Millville, West Virginia.....	9.30	15.00
Billmeyer, Lancaster Co., Pa.....	9.30	15.00
Williams, Pa.....	9.30	15.00
Blue Belle, Pa.....	9.30	15.00
McCook, Illinois.....	9.40	15.00
Tbornton, Illinois.....	9.40	15.00
Dolly Siding (Bonne Terre), Missouri.....	9.50	15.00

SEC. 5.4. Maximum prices. The maximum price for any seller of dead-burned dolomite at buyer's destination shall be the combination of plant base price set forth in section 5.3 and transportation charges from such plant base to buyer's destination which results in the lowest delivered cost to the buyer.

The maximum price f. o. b. shipping point for any seller shall be arrived at by deducting from the maximum price at buyer's destination the actual freight charges from shipping point to destination.

Transportation charges shall be computed at the minimum carload rate in effect at the time of shipment of delivering the particular quantity of dead-burned dolomite from a plant base to the point designated by the purchaser.

Article VI—Maximum Prices for Dead-Burned Grain Magnesite

SEC. 6.1. Application. The provisions of this article shall apply to all sales by all persons of dead-burned grain magnesite.

SEC. 6.2. Definitions. (a) "Dead-burned grain magnesite" means a hard, dense, granular material obtained by calcining either magnesite rock, a synthetic magnesite compound produced from brine or sea-water, or treated dolomitic rock, at a temperature high enough to form a product inert to atmospheric moisture or carbon dioxide. It is composed essentially of magnesia (MgO) usually with a few percent of other oxides and includes the following: Maintenance grade of dead-burned grain magnesite, periclase, furnace magnesite, and special furnace magnesite.

(b) "Maintenance grade of domestic, dead-burned grain magnesite" means a standard commercial grade magnesite containing 60 percent to 82 percent magnesia, which is virtually run of the kiln, and not reprocessed after leaving the kiln.

(c) "Periclase" means a dead-burned grain magnesite having a magnesia content of 85 percent or higher, which is used in the production of basic refractory brick. Low-iron periclase is a dead-burned grain magnesite containing not less than 90 percent magnesia and not over 2 percent iron oxide.

(d) "Furnace magnesite" means a maintenance grade of dead-burned grain magnesite which is ground and screened to specification.

(e) "Special furnace magnesite" means dead-burned grain magnesite especially treated and sized for quick setting.

(f) "Magnesite hearth ramming mix" means a specially prepared dry magnesite mixture, with or without chrome ore, containing a special bond for quick setting purposes.

(g) "Delivered price" means the price including all commissions and freight to the railroad siding nearest the location designated by the purchaser.

SEC. 6.3. Maximum prices for maintenance grade of dead-burned grain magnesite. (a) The maximum price for maintenance grades of dead-burned grain magnesite in bulk shall be \$22.00

per net ton, f. o. b. Chewelah, Washington. A delivered price in excess of the maximum f. o. b. Chewelah, Washington, price may be charged, consisting of such maximum price plus the transportation charge in effect at the time of shipment computed at the carload rate from Chewelah to the point of delivery designated by the purchaser. Where the purchaser requires delivery from stock accumulated at some point other than the place of production, a delivered price in excess of the maximum f. o. b. Chewelah price may be charged, consisting of such maximum price plus the transportation charge computed at the railroad carload rate from Chewelah to the point of accumulation and from such point to the place of delivery designated by the purchaser and \$1.00 per net ton.

(b) The maximum price on shipments of maintenance grades of dead-burned grain magnesite by Westvaco Chlorine Products Corporation from its Patterson, California, plant shall be:

(1) To Vanadium Corporation of America and to Mathieson Alkali Works, Inc., \$40.50 per net ton, f. o. b. cars, Patterson, California.

(2) To its regular customers located in California, \$32.00 per net ton, f. o. b. Chewelah, Washington.

(c) The packaging charges which may be added to the maximum prices for maintenance grade of dead-burned grain magnesite, special furnace magnesite, and furnace magnesite are as follows:

	Per net ton
Paper sacks.....	\$4.00
Single cloth sacks.....	4.00
Double jute sacks.....	7.50
Hardwood barrels.....	12.50

SEC. 6.4. Maximum prices for special furnace magnesite. (a) The maximum prices for special furnace magnesite in bulk per net ton, f. o. b. Chewelah, Washington, shall be as follows:

Brand	Producer	Price
StaSet—Special O.....	The Standard Lime & Stone Co.	\$28.50
Electro StaSet.....	The Standard Lime & Stone Co.	28.50
Hearth Patch.....	Basic Refractories, Inc.....	23.50

The maximum prices set forth above are for deliveries east of the eastern boundaries of North Dakota, South Dakota, Nebraska, Kansas, Oklahoma, and Texas. The maximum price for deliveries by Basic Refractories, Inc., to any new purchaser west of the above-mentioned boundaries shall be \$34.05 per net ton in bulk, f. o. b. cars, Narlo, Ohio.

A delivered price in excess of the maximum f. o. b. Chewelah, Washington, price may be charged, consisting of such maximum price plus transportation charges in effect at the time of shipment from Chewelah, Washington, to the point of delivery designated by the purchaser.

(b) The packaging charges which may be added to the maximum prices for special furnace magnesite are the same as contained in section 6.3 (c) above.

SEC. 6.5. Maximum prices for furnace magnesite. (a) The maximum prices for furnace magnesites in bulk, per net ton, f. o. b. Chewelah, Washington, shall be as follows:

Mesh	Price
4 mesh including fines.....	\$24.00
20 mesh including fines.....	27.50
48 mesh including fines.....	32.50

(b) A delivered price in excess of the maximum f. o. b. Chewelah price may be charged consisting of such maximum price plus the transportation charge in effect at the time of shipment from Chewelah, Washington, to the point of delivery designated by the purchaser. Where the purchaser requires delivery from stock accumulated at some point other than the place of production, a delivered price in excess of the maximum f. o. b. Chewelah, Washington, price may be charged, consisting of such maximum price plus the transportation charge computed at the carload rate from Chewelah to the point of accumulation and from such point to the place of delivery designated by the purchaser, and \$1.00 per net ton.

(c) The maximum price which any seller may charge for specially ground or screened furnace magnesite, prices for which are not listed above, shall be the highest price charged by such seller for such specially ground or screened magnesite during the month of March 1942.

(d) The packaging charges which may be added to the maximum prices for furnace magnesite shipped from Chewelah, Washington, are the same as contained in section 6.3 (c) above.

In the event that furnace magnesite is shipped from a point other than Chewelah, Washington, the packaging charges which may be added to the maximum prices set forth shall be:

Type of package:	Per net ton
Paper sacks.....	\$2.50
Single cloth sacks.....	3.50
Double jute sacks.....	7.50
Hardwood barrels.....	10.00

SEC. 6.6 Maximum prices for magnesite hearth ramming mix. The maximum prices for shipments of magnesite hearth ramming mix per net ton in sacks shall be:

Brand	Producers	Price per net ton
H-W Magnamix....	Harbison-Walker Refractories Co.	\$54.00
Magnehearth.....	General Refractories Company.	54.00
Ramix.....	Basic Refractories, Inc.....	56.00

The maximum prices set forth above for Ramix, produced by Basic Refractories, Inc., shall be f. o. b. Narlo, Ohio. The maximum prices for H-W Magnamix, produced by Harbison-Walker Refractories Company, and Magnehearth, produced by General Refractories Company, shall be f. o. b. Chester, Pennsylvania, and Baltimore, Maryland, respectively, with freight equalized from either Chester or Baltimore, whichever has the lowest transportation charge to the point of destination.

SEC. 6.7. Maximum prices for periclase. (a) The maximum prices per net ton for periclase, run of kiln, in bulk, shall be as follows:

	F. o. b. Newark, Calif.	F. o. b. Livermore, Calif.	F. o. b. St. Louis, Mich.
#85 grain.....	\$36.00	\$39.95	-----
#90 grain.....	36.50	40.45	\$46.40

(b) **Packaging charges.** The packaging charges which may be added to the maximum prices for periclase set forth above shall be \$4.00 per net ton for shipment in paper or single cloth sacks.

Article VII—Maximum Prices for Refractory Chrome Ores

SEC. 7.1. Explanation. The Office of Price Administration issued Maximum Price Regulation No. 258 on November 3, 1942, which became effective November 9, 1942. This regulation established maximum prices for sales of chrome ores. There were included in Maximum Price Regulation No. 258 metallurgical-chemical chrome ores and refractory chrome ores. For the convenience of sellers and purchasers and because of the fact that refractory chrome ores are associated with and allied to the other basic refractory products included in this regulation, the Office of Price Administration has inserted, in this Article VII, Appendix B of Maximum Price Regulation No. 258 in its entirety. Appendix P established maximum prices for lump refractory chrome ore in bulk; lump refractory chrome ore, packed; and ground refractory chrome ore.

By the insertion of Appendix B of Maximum Price Regulation No. 258, as amended, in this regulation covering basic refractory products, the Office of Price Administration has not revoked any of the provisions of Maximum Price Regulation No. 258, as amended, and both metallurgical-chemical chrome ores and refractory chrome ores remain subject to that regulation. Persons buying or selling any of these products should continue to consult Maximum Price Regulation No. 258.

SEC. 7.2. Maximum prices for refractory chrome ores as contained in Maximum Price Regulation No. 258 (§ 1405.115, Appendix B). Section 1405.115 of Maximum Price Regulation No. 258 reads as follows:

"§ 1405.115 **Appendix B: Maximum prices for refractory chrome ores—(a) Lump refractory chrome ore in bulk.** (1) The maximum price for lump refractory chrome ore in bulk shall be \$31.00 per gross ton, dry basis, f. o. b. railroad cars Baltimore, Philadelphia, Chester, Pa., or San Francisco: *Provided*, That the basing point to be used in the determination of the maximum price of such ore shall be the buyer's most favorable basing point.

"(2) **Quantity differential.** The maximum price set forth in subparagraph (1), above, for lump refractory chrome ore in bulk may be increased by \$3.50 per gross ton, if the seller, at the request of and for the convenience of the buyer, sells or delivers such ores in lots of less than 2,000 gross tons.

"(b) **Lump refractory chrome ore, packed.** The maximum price for lump refractory

chrome ore shall be \$35.55 per net ton when packed in single cloth sacks, \$38.30 per net ton when packed in double cloth sacks, and \$40.80 per net ton when packed in barrels. The above prices shall be f. o. b. railroad cars Baltimore, Chester, Pa., or Plymouth Meeting, Pa.: *Provided*, That any seller of such ore who regularly sold f. o. b. one of these basing points during March 1942, shall continue to use such basing point and that other sellers may use any one of these basing points.

"(c) **Ground refractory chrome ore.** The maximum price for ground refractory chrome ore in bulk or paper sacks shall be as follows:

20 mesh.....	\$36.50 per net ton
40 mesh.....	48.00 per net ton

f. o. b. railroad cars Baltimore, Md., Chester, Pa., or Plymouth Meeting, Pa.: *Provided*, That any seller of such ore who regularly sold f. o. b. one of these basing points during March 1942 shall continue to use such basing point and that other sellers may use any one of these basing points which is most advantageous to the purchaser.

"(2) The maximum price charged by any seller for special ground and/or screened refractory chrome ore shall not exceed the highest price charged by the same seller for this special product during the month of March 1942.

"(3) **Packaging differentials.** The maximum price set forth in subparagraph (1), above, for ground refractory chrome ore may be increased by \$3.50 per net ton when such ore is packed in single cloth or paper lined cloth sacks, \$7.00 per net ton when packed in double cloth sacks, and \$10.00 per net ton when packed in barrels.

"(d) **Credit.** The maximum prices set forth above shall not be increased by any charges for the extension of credit."

NOTE: Section 1405.112 (a) (9) of Maximum Price Regulation No. 258 defines "buyer's most favorable basing point" to mean "that one of the basing points, listed for the particular type of ore, from which a delivery to the buyer's receiving point would yield the buyer the lowest delivered cost. The delivered cost shall be computed by adding to the base price the rail freight for delivering the particular lot of ore from the basing point to the buyer's receiving point.

Effective date. This regulation shall become effective July 3, 1943.

Issued this 28th day of June 1943.
PRENTISS M. BROWN,
Administrator.

[F. R. Doc. 43-10389; Filed, June 28, 1943; 3:10 p. m.]

PART 1364—FRESH, CURED AND CANNED MEAT AND FISH
[MPR 336, Amdt. 6]

RETAIL CEILING PRICES FOR PORK CUTS AND PROCESSED MEAT PRODUCTS

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Maximum Price Regulation No. 336 is amended in the following respects:

1. Section 16 (a) (2) is amended to read as follows:

*Copies may be obtained from the Office of Price Administration.

18 F.R. 2859, 4253, 5317, 5634, 6212, 7682.

(2) Your store generally offers to all its customers the services of (i) taking orders over the telephone, and (ii) carrying monthly charge accounts, and (iii) providing delivery service; and

2. Section 16 (a) (4) is amended to read as follows:

(4) The total gross margin on all sales in your store, if you are not a "chain" store, was more than 25% in your fiscal year 1941; or, if you are a "chain" store, the total gross margin on the combined sales of all the stores in your chain was more than 25% in your fiscal year 1941. If you were not in operation in 1941, your gross margin for the most recent fiscal year, or if you have not been doing business for a full fiscal year, for the most recent fiscal period, must be more than 25%.

3. A new paragraph (c) is added to section 16 as follows:

(c) The total gross margin which a "Class 3 and 4" store must have had in order to sell at the prices for a "Class 1 and 2" store has been changed from 21% to 25%. If your store is a "Class 3 and 4" store and has been selling, under the preceding paragraph of this section, at the prices for "Class 1 and 2" stores, and if the total gross margin of the store for the period referred to in paragraph (a) (4) was less than 25%, you must, beginning July 3, 1943, sell at the "Class 3 and 4" prices. If the total gross margin of the store was 25% or more, you may continue to sell at the "Class 1 and 2" prices.

This amendment shall become effective July 3, 1943.

(Pub. Laws 421 and 729, 77th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

NOTE: The record-keeping and reporting requirements of this amendment have been approved by the Bureau of the Budget in accordance with Federal Reports Act of 1942.

Issued this 28th day of June 1943.

PRENTISS M. BROWN,
Administrator.

[F. R. Doc. 43-10391; Filed, June 28, 1943; 3:07 p. m.]

PART 1364—FRESH, CURED AND CANNED MEAT AND FISH

[MPR 355,¹ Amdt. 7]

RETAIL CEILING PRICES FOR BEEF, VEAL, LAMB AND MUTTON CUTS AND ALL VARIETY MEATS AND EDIBLE BY-PRODUCTS

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

*Copies may be obtained from the Office of Price Administration.
¹ 8 F.R. 4423, 4922, 6214, 6428, 7199, 7827, 8185.

Maximum Price Regulation No. 355 is amended in the following respects:

1. Section 18 (a) (2) is amended to read as follows:

(2) Your store generally offers to all its customers the services of (i) taking orders over the telephone, and (ii) carrying monthly charge accounts, and (iii) providing delivery service; and

2. Section 18 (a) (4) is amended to read as follows:

(4) The total gross margin on all sales in your store, if you are not a "chain" store, was more than 25% in your fiscal year 1941; or, if you are a "chain" store, the total gross margin on the combined sales of all the stores in your chain was more than 25% in your fiscal year 1941. If you were not in operation in 1941, your gross margin for the most recent fiscal year, or if you have not been doing business for a full fiscal year, for the most recent fiscal period, must be more than 25%.

3. A new paragraph (c) is added to section 18 as follows:

(c) The total gross margin which a "class 3 and 4" store must have had in order to sell at the prices for a "class 1 and 2" store has been changed from 21% to 25%. If your store is a "class 3 and 4" store and has been selling, under the preceding paragraph of this section, at the prices for "class 1 and 2" stores, and if the total gross margin of the store for the period referred to in paragraph (a) (4) was less than 25%, you must, beginning July 3, 1943, sell at the "class 3 and 4" prices. If the total gross margin of the store was 25% or more, you may continue to sell at the "class 1 and 2" prices.

This amendment shall become effective July 3, 1943.

(Pub. Laws 421 and 729, 77th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

NOTE: The record-keeping and reporting requirements of this amendment have been approved by the Bureau of the Budget in accordance with Federal Reports Act of 1942.

Issued this 28th day of June 1943.

PRENTISS M. BROWN,
Administrator.

[F. R. Doc. 43-10392; Filed, June 28, 1943; 3:07 p. m.]

(18) WHITE OAK OR RED—STRUCTURAL STOCK ON SOUND SQUARE EDGE

Size (inches)	Lengths (feet)						
	10 to 16	18	20	22	24	26	28
2 x 6.....	\$43	\$46	\$50	\$54	\$59	\$65	\$73
2 x 8.....	43	46	50	54	59	65	73
2 x 10.....	45	48	52	56	61	67	75
2 x 12.....	49	52	56	60	65	71	79
2 x 14.....	53	56	60	64	69	75	83
2 x 16.....	58	61	65	69	74	80	88
3 x 6.....	43	46	50	54	59	65	73
3 x 8.....	43	46	50	54	59	65	73
3 x 10.....	45	48	52	56	61	67	75
3 x 12.....	49	52	56	60	65	71	79
3 x 14.....	53	56	60	64	69	75	83

PART 1370—ELECTRICAL APPLIANCES

[MPR 294,¹ Correction to Amdt. 1]

USED HOUSEHOLD VACUUM CLEANERS AND ATTACHMENTS FOR USED HOUSEHOLD VACUUM CLEANERS

The reference to "paragraph (e)" in § 1370.85 (c) is changed to "paragraph (f)."

(Pub. Laws 421 and 729, 77th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 28th day of June 1943.

PRENTISS M. BROWN,
Administrator.

[F. R. Doc. 43-10393; Filed, June 28, 1943; 3:08 p. m.]

PART 1382—HARDWOOD LUMBER

[MPR 223,² Amdt. 6]

NORTHERN HARDWOOD LUMBER

A statement of the considerations involved in the issuance of this regulation, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Maximum Price Regulation No. 223 is amended in the following respects:

1. Section 1382.159 (a) (3) is amended to read as follows:

(3) "Northern hardwood lumber" means lumber:

(i) Produced from the botanical species of brown ash (*Fraxinus nigra*), beech (*Fagus americana*), rock elm (*Ulmus thomasi*), hard maple (*Acer saccharum*), and the commercial species of the genera basswood (*Tilia*), birch (*Betula*), soft elm (*Ulmus*), soft maple (*Acer*), and oak (*Quercus*), and all other hardwood species; and

(ii) Processed into lumber at mills located in the states of Michigan, Minnesota and Wisconsin.

2. Section 1382.159 (b) is amended to read as follows:

(b) Unless otherwise specified, grade terms used herein have the meaning set forth in the "Rules for the Measurement and Inspection of Hardwood Lumber" issued by the National Hardwood Lumber Association, effective January 1, 1943.

3. Section 1382.163 (b) (18) and (19) are added to read as follows:

¹ 8 F.R. 139, 3528.

² 7 F.R. 7445, 8945; 8 F.R. 121, 2783, 5480, 5629.

(19) WHITE OAK OR RED OAK—FREIGHT CAR STOCK, COMMON DIMENSION, NINE CAR LUMBER

Size (inches)	Lengths (feet)						
	10 to 16	18	20	22	24	26	28
2 x 6	\$50	\$55	\$61	\$67	\$74	\$83	\$95
2 x 8	50	55	61	67	74	83	95
2 x 10	53	57	63	69	77	86	98
2 x 12	58	63	69	75	82	91	103
2 x 14	64	68	74	80	88	97	109
2 x 16	70	75	81	87	95	104	116
3 x 6	50	55	61	67	74	83	95
3 x 8	50	55	61	67	74	83	95
3 x 10	53	57	63	69	77	86	98
3 x 12	58	63	69	75	82	91	103
3 x 14	64	68	74	80	88	97	109
3 x 16	70	75	81	87	95	104	116
4 x 6	48	52	58	64	71	78	88
4 x 8	48	52	58	64	71	78	88
4 x 10	50	54	60	66	73	80	90
4 x 12	55	59	65	71	78	85	95
4 x 14	60	64	70	76	83	90	100
4 x 16	66	70	76	82	89	96	106
5 x 6	48	52	58	64	71	78	88
5 x 8	48	52	58	64	71	78	88
5 x 10	50	54	60	66	73	80	90
5 x 12	55	59	65	71	78	85	95
5 x 14	60	64	70	76	83	90	100
5 x 16	66	70	76	82	89	96	106
6 x 6	48	52	58	64	71	78	88
6 x 8	48	52	58	64	71	78	88
6 x 10	50	54	60	66	73	80	90
6 x 12	55	59	65	71	78	85	95
6 x 14	60	64	70	76	83	90	100
6 x 16	66	70	76	82	89	96	106
7 x 6	48	52	58	64	71	78	88
7 x 8	48	52	58	64	71	78	88
7 x 10	50	54	60	66	73	80	90
7 x 12	55	59	65	71	78	85	95
7 x 14	60	64	70	76	83	90	100
7 x 16	66	70	76	82	89	96	106
8 x 6	48	52	58	64	71	78	88
8 x 8	48	52	58	64	71	78	88
8 x 10	50	54	60	66	73	80	90
8 x 12	55	59	65	71	78	85	95
8 x 14	60	64	70	76	83	90	100
8 x 16	66	70	76	82	89	96	106
9 x 6	48	52	58	64	71	78	88
9 x 8	48	52	58	64	71	78	88
9 x 10	50	54	60	66	73	80	90
9 x 12	55	59	65	71	78	85	95
9 x 14	60	64	70	76	83	90	100
9 x 16	66	70	76	82	89	96	106
10 x 6	48	52	58	64	71	78	88
10 x 8	48	52	58	64	71	78	88
10 x 10	50	54	60	66	73	80	90
10 x 12	55	59	65	71	78	85	95
10 x 14	60	64	70	76	83	90	100
10 x 16	66	70	76	82	89	96	106
11 x 6	48	52	58	64	71	78	88
11 x 8	48	52	58	64	71	78	88
11 x 10	50	54	60	66	73	80	90
11 x 12	55	59	65	71	78	85	95
11 x 14	60	64	70	76	83	90	100
11 x 16	66	70	76	82	89	96	106
12 x 6	48	52	58	64	71	78	88
12 x 8	48	52	58	64	71	78	88
12 x 10	50	54	60	66	73	80	90
12 x 12	55	59	65	71	78	85	95
12 x 14	60	64	70	76	83	90	100
12 x 16	66	70	76	82	89	96	106
13 x 6	48	52	58	64	71	78	88
13 x 8	48	52	58	64	71	78	88
13 x 10	50	54	60	66	73	80	90
13 x 12	55	59	65	71	78	85	95
13 x 14	60	64	70	76	83	90	100
13 x 16	66	70	76	82	89	96	106
14 x 6	48	52	58	64	71	78	88
14 x 8	48	52	58	64	71	78	88
14 x 10	50	54	60	66	73	80	90
14 x 12	55	59	65	71	78	85	95
14 x 14	60	64	70	76	83	90	100
14 x 16	66	70	76	82	89	96	106
15 x 6	48	52	58	64	71	78	88
15 x 8	48	52	58	64	71	78	88
15 x 10	50	54	60	66	73	80	90
15 x 12	55	59	65	71	78	85	95
15 x 14	60	64	70	76	83	90	100
15 x 16	66	70	76	82	89	96	106
16 x 6	48	52	58	64	71	78	88
16 x 8	48	52	58	64	71	78	88
16 x 10	50	54	60	66	73	80	90
16 x 12	55	59	65	71	78	85	95
16 x 14	60	64	70	76	83	90	100
16 x 16	66	70	76	82	89	96	106
17 x 6	48	52	58	64	71	78	88
17 x 8	48	52	58	64	71	78	88
17 x 10	50	54	60	66	73	80	90
17 x 12	55	59	65	71	78	85	95
17 x 14	60	64	70	76	83	90	100
17 x 16	66	70	76	82	89	96	106
18 x 6	48	52	58	64	71	78	88
18 x 8	48	52	58	64	71	78	88
18 x 10	50	54	60	66	73	80	90
18 x 12	55	59	65	71	78	85	95
18 x 14	60	64	70	76	83	90	100
18 x 16	66	70	76	82	89	96	106
19 x 6	48	52	58	64	71	78	88
19 x 8	48	52	58	64	71	78	88
19 x 10	50	54	60	66	73	80	90
19 x 12	55	59	65	71	78	85	95
19 x 14	60	64	70	76	83	90	100
19 x 16	66	70	76	82	89	96	106

(19) WHITE OAK OR RED OAK—STRUCTURAL STOCK OR SOUND SQUARE EDGE—Continued

Size (inches)	Lengths (feet)						
	10 to 16	18	20	22	24	26	28
3 x 16	\$58	\$61	\$65	\$69	\$74	\$80	\$88
4 x 6	43	46	50	54	59	65	73
4 x 8	43	46	50	54	59	65	73
4 x 10	45	48	52	56	61	67	75
4 x 12	49	52	56	60	65	71	79
4 x 14	53	56	60	64	69	75	83
4 x 16	58	61	65	69	74	80	88
6 x 6	43	46	50	54	59	65	73
6 x 8	43	46	50	54	59	65	73
6 x 10	45	48	52	56	61	67	75
6 x 12	49	52	56	60	65	71	79
6 x 14	53	56	60	64	69	75	83
6 x 16	58	61	65	69	74	80	88
8 x 6	45	48	52	56	61	67	75
8 x 8	45	48	52	56	61	67	75
8 x 10	47	50	54	58	63	69	77
8 x 12	49	52	56	60	65	71	79
8 x 14	53	56	60	64	69	75	83
8 x 16	58	61	65	69	74	80	88
10 x 6	47	50	54	58	63	69	77
10 x 8	47	50	54	58	63	69	77
10 x 10	49	52	56	60	65	71	79
10 x 12	53	56	60	64	69	75	83
10 x 14	58	61	65	69	74	80	88
10 x 16	63	66	70	74	79	85	93
12 x 6	55	58	62	66	71	77	85
12 x 8	55	58	62	66	71	77	85
12 x 10	57	60	64	68	73	79	87
12 x 12	60	63	67	71	76	82	90
12 x 14	65	68	72	76	81	87	95
12 x 16	70	73	77	81	86	92	100
14 x 6	56	59	63	67	72	78	86
14 x 8	56	59	63	67	72	78	86
14 x 10	58	61	65	69	74	80	88
14 x 12	62	65	69	73	78	84	92
14 x 14	67	70	74	78	83	89	97
14 x 16	72	75	79	83	88	94	102
16 x 6	69	72	76	80	85	91	99
16 x 8	69	72	76	80	85	91	99
16 x 10	71	74	78	82	87	93	101
16 x 12	75	78	82	86	91	97	105
16 x 14	80	83	87	91	96	102	110
16 x 16	85	88	92	96	101	107	115
18 x 6	76	79	83	87	92	98	106
18 x 8	76	79	83	87	92	98	106
18 x 10	78	81	85	89	94	100	108
18 x 12	82	85	89	93	98	104	112
18 x 14	87	90	94	98	103	109	117
18 x 16	92	95	99	103	108	114	122
20 x 6	101	104	108	112	117	123	131
20 x 8	101	104	108	112	117	123	131
20 x 10	103	106	110	114	119	125	133
20 x 12	107	110	114	118	122	128	136
20 x 14	111	114	118	122	126	132	140
20 x 16	115	118	122	126	130	136	144
22 x 6	116	119	123	127	131	137	145
22 x 8	116	119	123	127	131	137	145
22 x 10	118	121	125	129	133	139	147
22 x 12	122	125	129	133	137	143	151
22 x 14	126	129	133	137	141	147	155
22 x 16	130	133	137	141	145	151	159
24 x 6	133	136	140	144	148	154	162
24 x 8	133	136	140	144	148	154	162
24 x 10	135	138	142	146	150	156	164
24 x 12	139	142	146	150	154	160	168
24 x 14	143	146	150	154	158	164	172
24 x 16	147	150	154	158	162	168	176

Notes on White Oak or Red Oak—Structural Stock or Sound Square Edge
 Random widths; in 2", 3" and 4" thicknesses—\$43.00.
 Free of heart; in 2", 3" and 4" thicknesses—add \$6.00 to maximum price for same thickness, width and length in above schedule.
 Prices for specific sizes not in schedule.
 The maximum price for material of a length not included in this schedule shall be determined by adding to the maximum price for the next shorter length the proper amount of the difference between the maximum price of such next shorter length and the maximum price of the next longer length.
 In the case of any item for which the thickness or the width is not included in the schedule, the maximum price shall be the maximum price for the material of the next greater thickness or width.
 The maximum prices set forth above supersede the maximum prices for like material authorized for individual sellers under the special pricing provisions of this regulation.

Notes on White Oak or Red Oak—Freight Car Stock, Common Dimension, Nine Car Lumber
 Random widths; in 2" and 3" thicknesses—add \$8.00 to maximum price for same thickness, width and length in above schedule.
 Prices for specific sizes not in schedule.
 The maximum price for material of a length not included in this schedule shall be determined by adding to the maximum price for the next shorter length the proper amount of the difference between the maximum price of such next shorter length and the maximum price of the

terminated by adding to the maximum price for the next shorter length the proportionate amount of the difference between the maximum price of such next shorter length and the maximum price of the next longer length.

In the case of any item for which the thickness or the width is not included in the schedule, the maximum price shall be the maximum price for the material of the next greater thickness or width.

The maximum prices set forth above supersede the maximum prices for like material authorized for individual sellers under the special pricing provisions of this regulation.

4. Section 1382.163 (c) is amended to read as follows:

(c) *Deduction for green.* For lumber shipped in a "green" condition, deduct from the maximum prices for air-dried lumber established in this Appendix "A", 10% of the maximum price for rough, air-dried material in the same specifica-

tions. This deduction, however, shall not apply to the prices for material contained in subparagraphs (18) and (19) of paragraph (b) above.

For the purposes of this paragraph, hardwood lumber shall be considered to be "green" unless it has been stacked on the yard for air-drying.

A purchaser may waive any requirement as to moisture content, in which case, if the lumber has been stacked on the yard, the air-dried price shall be applicable, regardless of the moisture content, but if the lumber has not been stacked on the yard for air-drying, the "green" price shall be applicable.

5. In § 1382.163, the paragraph (f) headed "custom kiln-drying and milling" is redesignated paragraph (h).

6. An item in § 1382.164 (b), subparagraph (1) is amended to read as follows:

Species	Grade or designation	Thickness (inches)	Widths (inches)	Lengths (feet)	Maximum price for 1,000' BM	Maximum additions to maximum prices established in §1382.163 for lumber in corresponding standard grade and thickness
Basswood...	No. 2 common and better.	1	Regular...	4 and 6....	\$38.00	-----

7. In § 1382.165 (a) (2), a new item (xi) is added to read as follows:

(xi) Navy oak ship stock (see Maximum Price Regulation No. 281).

This amendment shall become effective July 3, 1943.

(Pub. Laws 421 and 729, 77th Cong.; E.O. 9250, 7 F.R. 7871)

Issued this 28th day of June 1943.

PRENTISS M. BROWN,
Administrator.

[F. R. Doc. 43-10394; Filed, June 28, 1943; 3:09 p. m.]

PART 1386—SOAP AND GLYCERINE

[MPR 390, Amdt. 1]

HOUSEHOLD SOAPS AND CLEANSERS SOLD BY RETAIL FOOD STORES

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Section 16 (c) is amended to read as follows:

(c) *Adjustment provision for class 3 or 4 stores.* Any retail food store in class 3 or 4 which is subject to this regulation may apply to its appropriate State or District Office of the Office of Price Administration for an adjustment of its established maximum price for any household soap or cleanser to the price established for such household soap or cleanser for class 1 stores. Such application must conform to the requirements of Revised Procedural Regulation No. 1 and must show in addition to such requirements that:

(1) Most of applicant's sales are made by sales clerks who assist customers in selecting, collecting, and wrapping merchandise; and

(2) It generally offers to all its customers the services of (i) taking orders over the telephone, and (ii) carrying monthly charge accounts, and (iii) providing delivery service; and

(3) It has consistently maintained prices for household soaps and cleansers prior to September 15, 1942, as high or higher than those charged by class 2 stores in the same community; and

(4) Its total gross margin on all its sales of soap and food products, if it is not a "chain retail food store", was more than 25 per cent during its fiscal year 1941; or, if it is a "chain retail food store," the total gross margin on the combined sales of all the stores in the chain was more than 25 per cent during its fiscal year 1941. If applicant was not in operation in 1941, its gross margin for the most recent fiscal year, or if it has not been doing business for a full fiscal year, for the most recent fiscal period, must be more than 25 per cent.

Upon such a showing the State or District Office of the Office of Price Administration shall adjust the applicant's maximum price on such household soap or cleanser to the maximum price established therefor by this regulation for class 1 stores.

A class 3 or 4 food store which has had its maximum prices for household soaps or cleansers adjusted to the maximum prices for class 2 stores prior to July 3, 1943, under this section may adjust such maximum prices to the maximum prices for class 1 stores if its total gross margin specified in paragraph (c) (3) for the periods there referred to was more than 25 per cent. However, if this total gross margin was not more than 25 per cent, it must, beginning July 3, 1943, use

as its maximum prices the maximum prices for class 4 stores, if it is a class 4 store, or the maximum prices for class 3 stores, if it is a class 3 store.

This amendment shall become effective July 3, 1943.

(Pub. Laws 421 and 729, 77th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 28th day of June 1943.

PRENTISS M. BROWN,
Administrator.

[F. R. Doc. 43-10383; Filed, June 28, 1943; 3:07 p. m.]

PART 1413—SOFTWOOD LUMBER PRODUCTS

[MPR 293, Amdt. 1]

STOCK MILLWORK

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

A new § 1413.76, Appendix M, is added to read as follows:

§ 1413.76 *Appendix M: Special premium on sales under Government contracts.*

(a) On sales of stock millwork made principally of Western pine, under a government contract as defined in § 1413.59 of this regulation, the discount may be shortened 1½ points on all doors, open sash, screens, and frames, and ¾ of a point on glazed sash.

(b) This section shall be automatically revoked when Limitation Order L-290, Western Lumber, issued by the War Production Board, becomes ineffective.

The effective date of this amendment shall be July 3, 1943.

(Pub. Laws 421 and 729, 77th Cong.; E.O. 9250, 7 F.R. 7871)

Issued this 28th day of June 1943.

PRENTISS M. BROWN,
Administrator.

[F. R. Doc. 43-10385; Filed, June 28, 1943; 3:05 p. m.]

PART 1499—COMMODITIES AND SERVICES

[Order 108 Under § 1499.3 (b) of GMPR, Amdt. 2]

SELLERS OF HIGH WINES

For the reasons set forth in an opinion issued simultaneously herewith, *It is ordered:*

1. Section 1499.972 (b) is amended to read as follows:

(b) Maximum prices computed pursuant to the formula contained in paragraph (a) shall be determined for the high wines produced during each calendar quarterly period and shall be based upon the actual costs of producing such high wines. Until the actual costs for a quarterly period are determined, the price shall be an estimated price.

2. Section 1499.972 (c) is amended to read as follows:

* 18 F.R. 167.

*Copies may be obtained from the Office of Price Administration.

18 F.R. 6428.

(c) Within twenty days after the end of each calendar quarterly period, each seller computing a maximum price pursuant to the formula contained in paragraph (a) shall submit to the Office of Price Administration, Washington, D. C., a report, on the form contained in Appendix A, of the actual costs of producing high wines during that period. The estimated price shall be adjusted upward or downward in accordance with the report of actual costs filed with the Office of Price Administration. The maximum price so determined shall be subject to disapproval in writing at any time by the Office of Price Administration, and if a maximum price reported pursuant to this paragraph is revised downward by the Office of Price Administration and if any payment has been made at a price higher than the price approved by the Office of Price Administration, the seller shall refund the excess.

3. A new § 1499.972 (g) is added to read as follows:

(g) Where a seller of high wines determined a maximum price for the calendar quarterly period ended June 30, 1943 under this order as it existed prior to July 1, 1943, such seller may at his option adopt as his maximum price for the period ended June 30, 1943 the price so previously determined under this order or a maximum price computed on the basis of his actual costs during the calendar quarterly period ended June 30, 1943.

This amendment shall become effective July 1, 1943.

(Pub. Laws 421 and 729, 77th Cong.; E.O. 9250, 7 F.R. 7871)

Issued this 28th day of June 1943.

PRENTISS M. BROWN,
Administrator.

[F. R. Doc. 43-10386; Filed, June 28, 1943;
3:05 p. m.]

PART 1302—ALUMINUM

[Correction to MPR 2]

ALUMINUM SCRAP AND SECONDARY ALUMINUM INGOT

Maximum Price Regulation 2 is corrected as follows:

In section 15, paragraph (c), the maximum price in cents per pound of 32S alloy is corrected to read 14½.

This correction shall become effective July 3, 1943.

(Pub. Laws 421 and 729, 77th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued this 28th day of June 1943.

PRENTISS M. BROWN,
Administrator.

[F. R. Doc. 43-10412; Filed, June 28, 1943;
5:05 p. m.]

PART 1346—BUILDING MATERIALS

[MPR 413]

HINGES AND BUTT HINGES

In the judgment of the Price Administrator, it is necessary and proper, in order to effectuate the purposes of the Emergency Price Control Act of 1942, as

amended, and Executive Order Nos. 9250 and 9328, to replace Revised Price Schedule No. 40,¹ as amended, insofar as it establishes maximum prices for hinges or butt hinges, with a separate regulation.

So far as practicable the Administrator has consulted with representatives of the trade and industry to be affected by this regulation. In the judgment of the Price Administrator, the maximum prices established by this regulation are generally fair and equitable and in conformity with the general level of prices prevailing during the period October 1 to October 10, 1941, for such products. A statement of the considerations involved in the issuance of the regulation issued simultaneously herewith has been filed with the Division of the Federal Register.*

§ 1346.601 *Maximum prices for hinges and butt hinges.* Under the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, and Executive Orders Nos. 9250 and 9328, Maximum Price Regulation No. 413 (Hinges and Butt Hinges), which is annexed hereto and made a part hereof, is hereby issued.

AUTHORITY: § 1346.601 issued under Pub. Laws 421 and 729, 77th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681.

MAXIMUM PRICE REGULATION 413—HINGES AND BUTT HINGES

ARTICLE I—SCOPE OF THE REGULATION; ITS RELATIONSHIP TO OTHER REGULATIONS

Sec.

1. Persons subject to this regulation.
2. Transaction subject to this regulation.
3. Relationship of this regulation to other regulations.

ARTICLE II—PROHIBITIONS

4. Prohibition against selling or buying at more than maximum prices.
5. Sales at less than maximum prices.
6. Prohibited practices.

ARTICLE III—MAXIMUM PRICES

7. Maximum prices on sales by manufacturers.
8. Maximum prices for sales by persons other than manufacturers.

ARTICLE IV—GENERAL REGULATORY PROVISIONS

9. Applications for adjustment and petitions for amendment.
10. Records and reports.
11. Filing of published prices.
12. Enforcement.
13. Licensing.
14. Notification of purchasers of existence of this regulation.
15. Federal and state taxes.
16. Adjustable pricing.
17. Saving clause.
18. Other definitions.

ARTICLE V—TABLES OF FINISHES AND LIST PRICES

19. Description of tables and how to use them.
20. Comparative list of standard finishes.
21. Tables of list prices.

Article I—Scope of the Regulation

SECTION 1. *Persons subject to this regulation.* Any person who makes the kind of sale and any person who makes

the kind of purchase covered by this regulation is subject to it.

A "person" includes an individual, corporation, partnership, association, or any other organized group of persons, their legal successor or representatives; the United States, or any other government, or any of its political subdivisions or any agency of any of the foregoing.

SEC. 2. *Transactions subject to this regulation.* Sales of hinges or butt hinges by any person in the forty-eight states of the United States and the District of Columbia are subject to this regulation except that a sale by a retailer, a sale at retail, a contract sale or a sale on an installed basis is not subject to this regulation.

"Hinges" means pairs of jointed plates to be attached respectively to a frame and a moving member such as a door, window, or gate, by which such member is supported to enable it to swing. "Butt hinges" means hinges which are applied to the butt or edge of the moving member.

This regulation covers only those hinges or butt hinges listed in section 21.

"Sale at retail" means a sale by any person including a sale by a retailer, a manufacturer or a jobber to an ultimate consumer, including an industrial or commercial user, but not the United States or any agency thereof.

"Retailer" means a person who maintains a store or similar establishment and sells hinges or butt hinges primarily to ultimate consumers.

"Sale on an installed basis" means a sale in which the seller furnishes hinges or butt hinges together with the labor or services required to incorporate such hinges or butt hinges into a building, structure, or construction project.

SEC. 3. *Relationship of this regulation to other regulations.* This regulation supersedes Revised Price Schedule No. 40, as amended, with respect to those sales of hinges or butt hinges for which maximum prices are fixed by this regulation. Maximum prices for hinges and butt hinges for which no maximum prices are fixed by this Regulation shall be determined under Revised Price Schedule No. 40, as amended, for those persons selling articles covered by such schedule who are subject to it.

The maximum prices for contract sales of hinges or butt hinges are fixed by Maximum Price Regulation No. 261.²

The maximum prices for export sales of hinges or butt hinges are fixed by the Second Revised Maximum Export Price Regulation.³

The provisions of this regulation do not apply to the purchases, sales, or deliveries of hinges or butt hinges if they originate outside of and are imported into the Continental United States. Sales, purchases, and deliveries of such imported hinges or butt hinges are governed by the provisions of the General Maximum Price Regulation, and especially Revised Supplementary Regulation No. 12.

The provisions of the General Maximum Price Regulation⁴ continue to be in

¹ 7 F.R. 9187.

² 8 F.R. 4132, 5987, 7662.

³ 8 F.R. 3096, 3849, 4347, 4486, 4724, 4978, 4848, 6047, 6962.

*Copies may be obtained from the Office of Price Administration.

⁴ 7 F.R. 1280, 2132, 8383, 8948, 7257.

effect with respect to (a) sales of hinges or butt hinges by retailers, (b) sales of such products at retail, whether or not made by a retailer, (c) sales of products not covered by this Regulation or Revised Price Schedule No. 40, and (d) sales by persons not subject to one of the regulations referred to in (c) above.

Article II—Prohibitions

SEC. 4. Prohibition against sales of hinges or butt hinges at higher than maximum prices. On and after July 3, 1943, regardless of any contract or other obligation, no person shall sell or deliver, and no person shall buy or receive in the course of trade or business, any hinges or butt hinges at prices higher than the maximum prices permitted by this regulation, and no person shall agree, offer, solicit, or attempt to do any of the foregoing things.

SEC. 5. Sales at less than maximum prices. Prices lower than the maximum prices established by this regulation may, of course, be paid or charged.

SEC. 6. Prohibited practices—(a) General. Any practice which is a device to get the effect of a price higher than the maximum price without actually raising the dollar-and-cents price is as much a violation of this regulation as an outright higher-than-ceiling price. This applies to devices making use of commissions, services, transportation arrangements, premiums, special privileges, tying agreements, trade understandings, and the like.

(b) *Specific practices.* The following are among the specific practices prohibited: (1) reducing the quality of hinges or butt hinges without making a corresponding reduction in price; (2) compelling the buyer to buy something he does not want in order to obtain the hinges or butt hinges which he does want; (3) eliminating the practice, where it has existed, of individually packing each pair of hinges or butt hinges together with the screws, pins, or grommet nuts; (4) refusing to sell except in quantities of less than 100 pounds or splitting orders of more than 100 pounds into shipments of less than 100 pounds in order to avoid payment of the transportation charges provided for in this regulation.

Article III—Maximum prices

SEC. 7. Maximum prices on sales by manufacturers—(a) Listed items—(1) Sales to jobbers. The prices specified in section 21 are list prices. The manufacturer's maximum prices on sales to a jobber shall be the prices specified in section 21 subject to the following successive discounts:

Starred items...50% and 5% and 5% and 5%.
Unstarred items...50% and 5% and 5%.

"Starred items" are those items listed in section 21 designated by an asterisk. "Unstarred items" are all other items listed in section 21.

"Manufacturer" means a person operating an establishment which fabricates hinges or butt hinges, and any subsidiary or affiliate, commission salesman, or other agent of such person.

"Jobber" means a person who buys hinges or butt hinges from a manufac-

turer for resale and sells primarily to other sellers. For the purpose of this regulation the term "jobber" also includes any person who has customarily enjoyed the status of a contract hardware distributor.

(2) *Sales to manufacturers of locks and lock sets or other finishing builders' hardware.* The manufacturer's maximum prices on sales to manufacturers of locks and lock sets or other finishing builders' hardware shall be the prices specified in section 21 subject to the same discounts which were extended or would have been extended to such manufacturers on comparable sales on October 1, 1941.

(3) *Sales to the United States Government or any agency thereof.* The manufacturer's maximum prices on sales to the United States Government or any agency thereof shall be the prices specified in section 21 subject to the same discounts which were extended or would have been extended to the United States Government or any agency thereof on October 1, 1941.

(4) *Sales to all other purchasers including, but not limited to, retail stores, mail order houses, chain stores, and lumber yards.* The manufacturer's maximum prices on sales to all other purchasers including, but not limited to, retail stores, mail order houses, chain stores, lumber yards, but excluding sales at retail, sales as a retailer, or sales pursuant to a contract sale, shall be the prices specified in section 21 subject to the discounts which the manufacturer extended or would have extended to purchasers of the same class on comparable sales on October 1, 1941.

(b) *Transportation provisions—(1) Shipments into Zone 1—(i) Shipments of 100 pounds or more.* On shipments of 100 pounds or more into Zone 1, the manufacturer shall bear all transportation charges which, in view of Supplementary Order No. 31,¹ shall include the 3% Federal excise tax imposed on the transportation of property for hire under section 620 of the Revenue Act of 1942. The maximum prices are, therefore, delivered prices at the destination.

"Zone 1" comprises the following states:

Connecticut	Nebraska
Delaware	New Hampshire
District of Columbia	New Jersey
Illinois	New York
Indiana	North Dakota
Iowa	Ohio
Kansas	Pennsylvania
Kentucky	Rhode Island
Maine	South Dakota
Maryland	Vermont
Massachusetts	Virginia
Michigan	West Virginia
Minnesota	Wisconsin
Missouri	

(ii) *Shipments of less than 100 pounds.* On shipments of less than 100 pounds into Zone 1, the manufacturer need not bear the transportation charges. He may collect such transportation charges from the purchaser in addition to the maximum prices established under this Regulation. The maximum prices are, therefore, prices f. o. b. the point of shipment.

¹ 7 F.R. 9894, 8 F.R. 1312, 3702.

(2) *Shipments into Zone 2.* On all shipments into Zone 2, the maximum prices are prices f. o. b. point of manufacture. However, the manufacturer shall pay the same proportion of the freight charges as he paid or would have paid on sales to purchasers of the same class on October 1, 1941. If the purchaser pays the freight to the carrier, the maximum prices shall be reduced to the extent that the manufacturer is required to stand the burden of freight charges in accordance with the previous sentence.

"Zone 2" comprises the following states:

Alabama	Nevada
Arizona	New Mexico
Arkansas	North Carolina
California	Oklahoma
Colorado	Oregon
Florida	South Carolina
Georgia	Tennessee
Idaho	Texas
Louisiana	Utah
Mississippi	Washington
Montana	Wyoming

(c) *Cash discounts and services.* The maximum prices for manufacturers shall be subject to at least the same extension of cash discounts, in addition to the discounts mentioned in section 7 (a) above, and the same rendition of services as the manufacturer extended or rendered or would have extended or rendered to purchasers of the same class on comparable sales on October 1, 1941.

SEC. 8. Maximum prices on sales by persons other than manufacturers—(a) Sales by jobbers located in Zone 1. The maximum prices for sales of hinges or butt hinges by jobbers located in Zone 1, except sales at retail, sales as a retailer, or sales pursuant to a contract sale, shall be the prices specified in section 21 subject to the following successive discounts:

Starred items..... 40% and 5%.
Unstarred items..... 40%.

There may be added to the maximum prices so established an amount representing the actual cost of securing delivery from the manufacturer on shipments of less than 100 pounds by parcel post or express. However, the jobber must show such amount on the purchaser's invoice as a separate item.

Applicable provisions with respect to cash discounts, services, and delivery charges are set forth in paragraphs (f) and (g) below, respectively.

(b) *Sales by jobbers located in Zone 2.* The maximum prices for sales of hinges or butt hinges by jobbers located in Zone 2, except sales at retail, sales as a retailer, or sales pursuant to a contract sale, shall be the prices specified in section 21 subject to the following successive discounts:

Starred items..... 40% and 5%.
Unstarred items..... 40%.

There may be added to the maximum prices so established an amount representing the actual cost of securing delivery from the manufacturer of the item being resold, provided such amount is shown as a separate item on the purchaser's invoice.

(c) *Sales by contract distributors.* The maximum prices at which a contract hardware distributor may sell

hinges or butt hinges pursuant to a contract sale shall be determined in accordance with the provisions of Maximum Price Regulation No. 261.

(d) *Sales by manufacturers of locks and lock sets.* The maximum prices for sales of hinges or butt hinges by manufacturers of locks or lock sets or other finishing builders' hardware, except sales at retail, sales as a retailer, or a sale pursuant to a contract sale, shall not be more than the actual cost of the hinges or butt hinges (figured at prices no higher than the maximum prices permitted by this regulation) plus a markup over cost of 20%, plus transportation charges actually incurred in obtaining delivery of the hinges or butt hinges being resold.

(e) *Sales by all other persons, including, but not limited to, retailers, mail-order houses, chain stores, and lumber yards.* The maximum prices for which all other persons, including, but not limited to, retailers, chain stores, mail-order houses, lumber yards, shall sell hinges or butt hinges shall be the prices determined in accordance with the provisions of the General Maximum Price Regulation or Revised Price Schedule No. 40, as amended, whichever is applicable.

(f) *Delivery charges with respect to sales by jobbers and sales by manufacturers of locks and lock sets or other builders' hardware.* The maximum prices established for jobbers and manufacturers of locks and lock sets or other builders' hardware are f. o. b. such person's warehouse or plant, respectively. However, such person may add to his maximum prices charges for making delivery to his purchaser according to the following rules:

(1) If, on October 1, 1941, it was the practice of such person to make delivery to certain classes of purchasers free, he must continue to make such delivery to such classes of purchasers without charge.

(2) However, if, on October 1, 1941, such person made a charge for making delivery to certain classes of purchasers, he may now make a charge for such delivery at not more than the rate he charged on October 1, 1941.

(3) Any charges made in accordance with this paragraph (f) must be shown as a separate item on the purchaser's invoice.

(g) *Provisions with respect to cash discounts and services.* The maximum prices established by this regulation for sales by persons other than manufacturers shall be subject to at least the same cash discounts, in addition to any other discounts referred to in this section 8, and the same rendition of services as the seller extended or rendered or would have extended or rendered on comparable sales to purchasers of the same class on October 1, 1941.

Article IV—General Regulatory Provisions

SEC. 9. *Applications for adjustment and petitions for amendment.*—(a) *Government contracts or subcontracts.* Any person who has entered into or proposes to enter into any contract with the

United States, or any agency thereof, or with the government of any country whose defense the President deems vital to the defense of the United States under the terms of the Act of March 11, 1941, "An Act to promote the defense of the United States," or with any agency of any such government, who believes that the maximum price impedes or threatens to impede the production, manufacture, or distribution of hinges or butt hinges, may file an application for adjustment of a maximum price established by this regulation in accordance with Procedural Regulation No. 6,⁷ as amended, issued by the Office of Price Administration.

(b) *Petitions for amendment.* Any person seeking an amendment of any provision of this regulation may file a petition for amendment in accordance with Revised Procedural Regulation No. 1,⁷ issued by the Office of Price Administration.

SEC. 10. *Records and reports.*—(a) *Records.* Every person making sales or deliveries subject to this Regulation must have available in its records a description of each sale and delivery, including the date of sale, the name and address of the purchaser, the manufacturer's plate number or the jobber's plate number, the sale price of each type of hinge or butt hinge, the quantity of each type sold, the discount allowed, and the point of delivery of the shipment. Records of a kind the seller has customarily kept also must be retained. Purchasers must keep similar records. All such records must be available for inspection by representatives of the Office of Price Administration for so long as the Emergency Price Control Act of 1942, as amended, remains in effect.

(b) *Reports.* Persons subject to this regulation shall submit such reports to the Office of Price Administration as it may from time to time require, subject to the approval of the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

SEC. 11. *Filing of published prices.* Every manufacturer or jobber subject to this regulation shall forward to the Office of Price Administration, Building Materials Branch, Washington, D. C., within 30 days after the effective date of this regulation, unless previously submitted, copies of all published current catalogs, published price books, and published discount sheets relative to hinges or butt hinges. Copies of all such catalogs, price books, and discount sheets issued at any time subsequent to the effective date of this regulation shall be forwarded to the Office of Price Administration, Building Materials Branch, Washington, D. C., at least 5 days before the issuance thereof. However, manufacturers' insert sheets need not be filed by jobbers if such insert sheets have previously been filed or should have been filed by the manufacturer.

SEC. 12. *Enforcement.* (a) Persons violating any provision of this regulation are subject to the criminal penalties, civil enforcement actions, license suspension proceedings, and suits for treble

damages provided for by the Emergency Price Control Act of 1942, as amended, and Executive Order No. 9250.

(b) No war procurement agency, nor any contracting or paying finance officer thereof, shall be subject to any liability, civil or criminal imposed by this regulation or the Emergency Price Control Act of 1942, as amended, and Executive Order No. 9250.

SEC. 13. *Licensing.* The provisions of Supplementary Order No. 18,⁸ licensing persons selling lumber, lumber products or building materials, are applicable to every person (except manufacturers of hinges or butt hinges or other finishing builders' hardware) making sales of hinges or butt hinges for which maximum prices are fixed by this regulation.

SEC. 14. *Notification to purchasers of existence of this regulation.* Every person making a sale of hinges or butt hinges which is subject to this regulation shall, before making such a sale, notify the purchaser of the existence of this regulation and, upon request of the purchaser, make available a copy of this regulation at the seller's principal place of business and at every branch office for examination by the purchaser.

SEC. 15. *Federal and state taxes.* There may be added to the maximum prices established by this regulation the amount of tax levied by any Federal excise tax statute or any state or municipal sales, gross receipts, gross proceeds, or compensating use tax statute or ordinance, under which the tax is measured by gross proceeds or units of sale, if, but only if, (a) such statute or ordinance requires the vendor to state the tax separately from the purchase price paid by the purchaser, consumer, or user, on the bill, sales check, or evidence of sale, at the time of the transaction; or (b) such statute or ordinance requires such tax to be separately paid by the purchaser, consumer, or user with tokens or other media of state or municipal tax payments; or (c) such statute or ordinance permits the vendor to state such tax separately, and such tax is in fact stated separately by the vendor. The amount of tax permitted to be added by this paragraph shall in no event exceed that paid by the purchaser, consumer, or user.

Supplementary Order No. 31 provides, however, that the excise tax on the transportation of property imposed by section 620 of the Revenue Act of 1942 shall be treated as though it were an increase of 3% in the amount charged by every person engaged in the business of transporting property for hire. It shall not be treated as a tax for which a charge may be made in addition to the maximum prices.

SEC. 16. *Adjustable pricing.* Any person may agree to sell at a price which can be increased up to the maximum price in effect at the time of delivery; but no person may, unless authorized by the Office of Price Administration, deliver or agree to deliver at prices to be adjusted upward in accordance with action taken by the Office of Price Administration after delivery. Such authori-

⁷ 7 F.R. 5087, 5664; 8 F.R. 6173, 6174.

⁸ 7 F.R. 8961, 8 F.R. 3313, 3533, 6173.

⁹ 7 F.R. 7240, 11007.

zation may be given when a request for a change in the applicable maximum price is pending, but only if the authorization is necessary to promote distribution or production and if it will not interfere with the purposes of the Emergency Price Control Act of 1942, as amended. The authorization may be given by the Administrator or by any official of the Office of Price Administration to whom the authority to grant such authorization has been delegated. The authorization will be given by order, except that it may be given by letter or telegram when the contemplated revision will be the granting of an individual application for adjustment.

SEC. 17. *Saving clause.* The provisions of Supplementary Order No. 40, Effect of Repeal, Revocation, Amendment or other Modification of Price Regulations, are hereby incorporated into and made a part of this regulation.

Supplementary Order No. 40 provides that the repeal, revocation, amendment or other modification of a price regulation or any part thereof shall not have the effect to release or extinguish any penalty or liability incurred under such price regulation unless otherwise expressly provided but such price regulation or part thereof shall be treated as remaining in force for the purpose of allowing or sustaining any proper suit, action, prosecution, or proceeding with respect to such penalty or liability.

SEC. 18. *Other definitions.* Unless the context otherwise requires, the definitions set forth in section 302 of the Emergency Price Control Act of 1942, as amended, shall apply to any other terms not specifically defined herein.

* 8 F.R. 4325.

Article V—Tables of finishes and list prices

SEC. 19. *Description of tables and how to use them.* There is set forth in section 20 below a comparative list of standard finishes for hinges and butt hinges. Section 21 below contains tables of list prices for hinges and butt hinges priced by this regulation. Maximum prices under this regulation may be computed by applying the discounts set forth in sections 7 and 8 to the list prices contained in section 21.

In order to determine the list price it is necessary to know both the manufacturer's plate number for the item in question and the finish in which the item is desired. Having ascertained these facts, the first step is to look at the comparative list of standard finishes contained in section 20. The first column of this table gives a description of each of the various standard finishes. The last eight columns set forth the designations used by various manufacturers for each such finish. The second column sets forth the finish group within which each finish falls. The finish group may be determined either from the description or from the manufacturer's designation of such finish appearing on the same horizontal line. The designation of the finish group also appears in the tables of list prices and is used in determining a list price.

After determining the finish group for an item, the next step is to look at the tables of list prices. The first eight columns of each of the tables of list prices set forth in section 21 contain the plate numbers of the manufacturers selling a particular item. The table which contains the plate number of the particular item produced by a particular manufacturer may be ascertained from the index

preceding the tables of list prices. Having ascertained the proper table number, the person desiring to price an item will look in column 9 for the various finish groups appearing in conjunction with the plate number of the item in question and ascertain the horizontal line for the finish group previously determined from examination of the comparative list of standard finishes. The prices appearing in the column to the right of the column of finish groups set forth list prices for various sizes of hinges and butt hinges. It is to these list prices that the discounts set forth in sections 7 and 8 are applied in order to determine maximum prices.

It should be noted that the comparative list of standard finishes contained in section 20 also sets forth certain extras for special finishes and that immediately following Table 81 in section 21 there are listed certain extras for special tips, special pins, four ball bearings, and brass pins.

The specifications for each hinge or butt hinge listed in the tables below shall not be reduced below the minimum permitted by the specifications of that hinge or butt hinge to which it is comparable as set forth in "FF-H-116b, Federal Specifications for Hardware, Builders' Hinges", without a corresponding reduction in price.

The fact that this regulation establishes maximum prices for a considerable number of hinges or butt hinges is not to be construed as permission to manufacture them. Careful attention should be given to the various limitation orders which have been issued or will be issued by the War Production Board relative to the manufacture or use of hinges or butt hinges.

SEC. 20. *Comparative list of standard finishes.*

COMPARATIVE LIST OF STANDARD FINISHES

Description	Finish group	Stanley Works	McKinney Mfg. Co.	Lawrence Brothers	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons
BRASS									
Bright	2	C	BP	BB	Br. Brs.	Br. Brs.	BB	Br. Brs.	B.
Dull, sanded	3	SF	OBS						
Dull	1	F	OB	DB	Dull Brs.	DB	DB	DBS	DB.
Dull, slightly oxidized	2	F4	XB	DBR				OBS	DBO.
Dull, slightly oxidized, sanded	3	SF4	XBS	DBSS	ABSBNB	OBSB	DESS	OBSB	DBS.
Oxidized, mottled, sanded	2	F2	MB						
Ship	2	F6	BW						
Old English	2		EA						
BRONZE									
Bright	2	A	B	Bz	Brze	Br. Brz	BBrz	Bza	A.
Dull, slightly oxidized	2	A4	DX	DBzR			AntBrz	AntBrz	DAO.
Dull, slightly oxidized, sanded	3	SA4	DXS				SDBrz	OBzesB	PAS.
Dull	2	A5	DE	DBz	Dull Brz	Dull Brz	D Brz	D Bze	DA.
Antique, oiled	2	A9	DA	BzOR					
Dull, oiled	2		DO						
Ship	2	A6	DW						
Statuary, light	2	B	YL	StB	LtStat Brz	Stat Brz	Stat Brz	Stat Bze	AL.
Statuary, light, sanded	3	SB	YLS	StBS	StatBrzeSB	StatBrzSand	SSBrz	StatBzeSB	ALS.
Statuary, dark	2		YD						
Statuary, standard	2	B1	YM	DStB	DkStaBrze	DarkStaBrz			
White bronze, solid	NM	NM	W						WB.
COPPER									
Oxidized, antique	1	D2	AC	OC	AC	AC	AC	OC	OC.
Oxidized, antique, sanded	3	SD2	ACS						
NICKEL									
Bright	4	N	N	N	Niek	N	N	NP	N.
Dull	4	N5	ND	DN	Dull Niek	DN	DN	DNP	DN.
Sanded	4	SN	NS	DNS	Niek SB	DNS	DNS	NPSP	NS.
IRON									
Half polished, smooth	4	Y4	KB						
JAPANNED									
Bright	J	J	J	J	Jap.	Jap.	Jap.	Jap.	J.
Dead black	J1	J1	DB	D	DBJap.	DBJap.	DBJap.	DBJap.	JD.

COMPARATIVE LIST OF STANDARD FINISHES—Continued

Description	Finish group	Stanley Works	McKinney Mfg. Co.	Lawrence Brothers	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons
MISCELLANEOUS									
Bower, barff.....	5.....	G.....	BB.....	GB.....	.....	.....	.....	.....	GB.....
Sand, rust resist, black.....	3.....	G2.....	.....	SRRB.....	.....	.....	.....	.....	.....
Cadmium.....	2.....	K.....	CA.....	CD.....	CaD.....	CaD.....	CaD.....	CaD.....	CP.....
Chromium, bright.....	CM.....	CM.....	C.....	Chr.....	.....	.....	CaD.....	CaD.....	CHR.....
Chromium, dull.....	CMD.....	CMD.....	CD.....	DChr.....	.....	.....	DChr.....	DChr.....	CHRD.....
Dull black, electro.....	3.....	H.....	EDB.....	DE.....	FBB.....	Dead black.....	EDB.....	EDB.....	K.....
Galvanized, hot.....	R.....	R.....	G.....	HG.....	Galv.....	Galv.....	Galv.....	Galv.....	G.....
Prime coat for painting.....	1.....	P.....	PC.....	P.....	PC.....	PC.....	PC.....	PC.....	PT.....
Sherardized.....	4.....	Z.....	S.....	.....	Sher.....	.....	.....	.....	.....
Silver, dull; oxidized.....	5.....	E4.....	PX.....	.....	.....	.....	.....	.....	SD.....
Verde, antique.....	5.....	V.....	V.....	.....	.....	.....	.....	Verd. Ant.....	V.....
Bright bronze on bronze metal only no lacquer.....	2.....	CNL.....	.....	.....	.....	.....	.....	.....	.....
Dull bronze oxidized lacquer or oiled rubbed.....	2.....	AS.....	.....	BZO.....	.....	.....	.....	.....	.....
O. I. sanded & relieved over rust resist.....	5.....	Y.....	.....	OI.....	OI.....	.....	.....	.....	.....
Dull bronze oxidized & relieved oil rubbed.....	2.....	A4OR.....	.....	DBZO.....	.....	.....	.....	.....	.....
Dull japanned.....	1.....	.....	.....	DJ.....	.....	.....	.....	.....	.....
Cadmium, dull.....	3.....	KD.....	.....	DCD.....	.....	.....	.....	.....	CPD.....
Plain steel.....	PS.....	PS.....	.....	.....	.....	.....	.....	.....	.....
Galvanized by brass pin.....	RBP.....	RBP.....	.....	.....	.....	.....	.....	.....	.....
Cadmium under dead black.....	KJ1.....	KJ1.....	.....	.....	.....	.....	.....	.....	.....
Cadmium by brass pin.....	KBP.....	KBP.....	.....	.....	.....	.....	.....	.....	.....
Chromium by brass bullet tips.....	CM-BLT.....	CM-BLT.....	.....	.....	.....	.....	.....	.....	.....

Extras for CM or CMD finishes:

Brass or bronze add over finish Class 1 price
 Steel butts add over polished Class 4 price

3" and under add \$0.60 per pair.
 3 1/2"-4" add .60 per pair
 4 1/2"-5" add 1.10 per pair
 6" add 1.50 per pair
 (Small plated butts (289, etc.) add \$4.20 per dozen pair.

SEC. 21. Tables of list prices.

ARRANGEMENT OF HINGES AND BUTT HINGES ACCORDING TO PLATE NUMBERS IN THE TABLES SET FORTH BELOW

[Companies listed in alphabetical order]

FRANTZ MFG. CO.	
Plate No.	Table No.
63.....	78
65.....	78
67.....	74
76.....	74
379.....	30
389.....	57
395.....	58
395 Cad.....	58
441.....	31
441 Cad.....	31
442.....	31
442 Cad.....	31
700.....	67
700 Cad.....	67
700 Galv.....	67
700 Galv. B. P.....	67
SC700.....	59
SC700 Cad.....	59
SC700 Galv.....	59
SC700 Galv. B. P.....	59
701.....	75
702.....	68
702 Cad.....	68
702 Galv.....	68
702 Galv. B. P.....	68
SC702.....	60
SC702 Cad.....	60
SC702 Galv.....	60
SC702 Galv. B. P.....	60
703.....	75
704.....	71
704 Cad.....	71
704 Galv.....	71
704 Galv. B. P.....	71
SC704.....	62
SC704 Cad.....	62
SC704 Galv.....	62
SC704 Galv. B. P.....	62
708.....	73
708 Cad.....	73
708 Galv.....	73
708 Galv. B. P.....	73
SC708.....	64
SC708 Cad.....	64
SC708 Galv.....	64
SC708 Galv. B. P.....	64
904 Brt. S.....	46
904 Brt. S. without screws.....	45

FRANTZ MFG. CO.—continued	
Plate No.	Table No.
904 Cad.....	47
904 Galv. B. P.....	46
908 Brt. S., without screws.....	45
908 Cad.....	47
908 Galv. B. P.....	46
934.....	45
938.....	43
938 Brt. S.....	44
940.....	43
940 Brt. S.....	44

GRIFFIN MFG. CO.	
Plate No.	Table No.
20.....	32
21.....	33
120.....	32
177.....	30
Z177.....	30
BB177.....	6
BBZ177.....	6
BB177 1/2.....	6
BBZ177 1/2.....	6
182.....	38
184.....	52
186.....	52
220.....	31
Z220.....	31
220 1/2.....	30
Z220 1/2.....	30
BB220.....	6
BBZ220.....	6
BB220 1/2.....	6
BVZ220 1/2.....	6
225 Brt.....	45
225 Cad.....	47
P240.....	31
PZ240.....	31
BBP240.....	6
BBPZ240.....	6
255 Brt.....	45
255 Cad.....	47
SC255 Brt.....	46
260.....	43
260 Brt.....	44
265.....	43
265 Brt.....	44
280 Brt.....	45
300.....	67
300 Cad.....	67
300 Galv.....	67
SC300.....	59
SC300 Cad.....	59
SC300 Galv.....	59
314.....	71
314 Cad.....	71
314 Galv.....	71

GRIFFIN MFG. CO.—continued	
Plate No.	Table No.
SC314.....	62
SC314 Cad.....	62
SC314 Galv.....	62
390.....	58
Z390.....	58
390 1/2.....	58
400.....	68
400 Cad.....	68
400 Galv.....	68
SC400.....	60
SC400 Cad.....	60
SC400 Galv.....	60
414.....	72
414 Cad.....	72
414 Galv.....	72
SC414.....	63
SC414 Cad.....	63
SC414 Galv.....	63
P470.....	57
PZ470.....	57
485.....	36
Z485.....	36
P487.....	33
490.....	57
Z490.....	57
490 1/2.....	57
514.....	73
514 Cad.....	73
514 Galv.....	73
SC514.....	64
SC514 Cad.....	64
SC514 Galv.....	64
SC526.....	74
SC526 Galv.....	74
SC527.....	74
SC527 Galv.....	74
SC536.....	74
615.....	52
620.....	75
706 Brt.....	50
SC706.....	51
712.....	49
780.....	55
780 Brt.....	56
780 Cad.....	55
1220.....	33
1225 Cad. B. P.....	47
1225 Galv.....	46
1255 Cad. B. P.....	47
SC1255.....	46
2300.....	67
SC2300.....	69
2314.....	71
SC2314.....	62
2400.....	68

GRIFFIN MFG. CO.—continued

Plate No.	Table No.
SC2400	60
2414	72
SC2414	63
2514	73
SC2514	64
SC2526	74
SC2527	74

C. HAGER & SONS

BB110	16
BB134	16
BBCP134	16
BB170	16
BBCP170	16
186	37
CP186	37
201	34
205	40
1100	36
CP1100	36
BB1108	24
BB1118	1
BBCP1118	1
BB1123	19
BBCP1123	19
1125	36
CP1125	36
BB1128	24
BBCP1128	24
BB1133	20
BBCP1133	20
BB1138	23
BBCP1138	23
1146	30
CP1146	30
BB1146	6
BBCP1146	6
1148	38
CP1148	38
1150	36
CP1150	36
BB1150	20
BBCP1150	20
BB1150½	20
BBCP1150½	20
BB1162	20
BBCP1162	20
BB1163	19
BBCP1163	19
BB1167½	24
BBCP1167½	24
BB1168	1
BBCP1168	1
BB1172	20
BBCP1172	20
BB1173	20
BBCP1173	20
BB1173½	20
BBCP1173½	20
1174	28
CP1174	28
BB1174	3
BBCP1174	3
1176	38
CP1176	38
1178	38
CP1178	38
1193	28
BB1193	3
BB1197	5
BBCP1197	5
BB1199	1
1216	37
CP1216	37
1221	39
1239	28
CP1239	28
BB1239	3
BBCP1239	3
1241	31
CP1241	31
BB1241	6
BBCP1241	6
1241½	30
CP1241½	30
BB1241½	6

C. HAGER & SONS—continued

Plate No.	Table No.
BBCP1241½	6
1242	31
CP1242	31
BB1242	6
BBCP1242	6
BB1250	1
BBCP1251	1
BB1251	1
BBCP1251	1
1260	55
1279	30
CP1279	30
BB1279	6
BBCP1279	6
1279½	30
CP1279½	30
BB1279½	6
BBCP1279½	6
1282	58
CP1282	58
1284	43
1285	57
CP1285	57
1286	43
1289	57
CP1289	57
1289½	57
CP1289½	57
1290	38
CP1290	38
1291	38
CP1291	38
1291½	38
CP1291½	38
1295	58
CP1295	58
1295½	58
CP1295½	58
1300	67
1300¼	67
WS1300	59
WS1300¼	59
1302	68
1302¼	68
WS1302	60
WS1302¼	60
1303	71
1303¼	71
WS1303	62
WS1303¼	62
1304	72
1304¼	72
WS1304	63
WS1304¼	63
1306	73
1306¼	73
WS1306	64
WS1306¼	64
1313	53
1315	43
1317	43
1319	46
1321	51
1333	55
1334	46
WS1345	33
WS1350	74
WS1350¼	74
WS1351	74
WS1351¼	74
WS1363¼ G	74
WS1363¼ BP	74
1500	28
BB1500	3
BB1502	1
1508½	38
BB1509	5
1548½	38
1589	57
1595	58
1731	32
1734J	78
1800	44
1802	49
1804	45
WS1804	46
WS1804CP	47

C. HAGER & SONS—continued

Plate No.	Table No.
WS1804CPBP	47
1808	50
1806J	50
1808	45
WS1808CP	47
1810	52
1813	52
1814	52
1814½	52
1816	52
1816½	52
1820	52
1823	32
WS1823	33
WS1823CP	33
1828	56
1828CP	55
1830	56
1834	45
1838	44
1840	44
1842	48
1850	41
BB1851	2
1900	67
1900CP	67
WS1900	59
WS1900CP	59
1902	68
1902CP	68
WS1902	60
WS1902CP	60
1904	71
1904CP	71
WS1904	62
WS1904CP	62
1906	72
1906CP	72
WS1906	63
WS1906CP	63
1908	73
1908CP	73
WS1908	64
WS1908CP	64
1924	54
1924CP	54
1925	75
WS1950	74
WS1951	74
WS1963½	74
1965J	78
1966J	78
1970	76
1972J	75
1973	75
1974	77
1975	75
1990J	75
BB1991J	80
BB1992J	81
BB2098	23
BB2109	13
BB2110	14
BB2112	20
BB2113	19
BB2114	23
BBCP2114	23
BB2116	20
BB2118	4
BBCP2118	4
BB2123	21
BBCP2123	21
BB2125	20
BBCP2125	20
BB2126	22
BBCP2126	22
BB2129	13
BBCP2129	13
BB2131	14
BBCP2131	14
BB2132	22
BBCP2132	22
BB2138	25
BBCP2138	25
2145	27
CP2145	27

LAWRENCE BROS.—continued

Plate No.	Table No.
BB6551A	23
BB6621	24
CDBB6621	24
BB6641	23
CDBB6641	23
BB6751	17
BB6751A	17
BB6841	17
CDBB6841	17
7310	32
8040	45
SC8040 Brt	46
SC8040HGBP	46
8060	38
CD8060	38
8061	38
CD8061	38
8070A	38
8071A	38
8080 Brt	45
SC8080 Brt	38
SC8080HGBP	46
8081	38
8082	38
8083	38
8230	32
SC8230	33
8500	41

MC KINNEY MFG. CO.

522	34
523	35
A524	81
A555	81
A556	81
700	44
SC700GBR	43
702	50
702J	51
702GBR	51
703	45
703	46
SC703	46
SC703CA	47
SC703GBR	46
705	45
T705PC	38
S705PC	38
706	41
707	52
708	52
709	52
711	52
711GBR	53
HB713PC	5
HSB713PC	5
HT713PC	27
HST713PC	27
HTB713PC	5
HSTB713PC	5
714	32
714J	32
B714 1/2 PC	6
SB714 1/2 PC	6
TB714 1/2 PC	6
STB714 1/2 PC	6
714 1/2 PC	31
S714 1/2 PC	31
T714 1/2 PC	30
ST714 1/2 PC	30
SC714	33
SC714GBR	33
SC714CA	33
715	56
715GBR	55
716	56
S716	55
717	45
718 1/2 PC	57
S718 1/2 PC	57
719	44
719GBR	43
721	44
722 1/2 PC	58
ST22 1/2 PC	58
723	48
H744PC	9
HST744PC	9
HT744PC	9
HST744PC	9

MC KINNEY MFG. CO.—continued

Plate No.	Table No.
744 1/2 PC	8
S744 1/2 PC	8
T744 1/2 PC	8
ST744 1/2 PC	8
745 1/2 PC	36
S745 1/2 PC	36
TB771 1/2 PC	14
STB771 1/2 PC	14
HTB771PC	16
HSTB771PC	16
B772 1/2 PC	20
SB772 1/2 PC	20
TB772 1/2 PC	20
STB772 1/2 PC	20
HTB772PC	22
HSTB772PC	22
TB774 1/2 PC	24
STB774 1/2 PC	24
HTB774PC	26
HSTB774PC	26
T4B781 1/2 PC	13
ST4B781 1/2 PC	13
HT4B781PC	15
HST4B781PC	15
T4B782 1/2 PC	19
ST4B782 1/2 PC	19
HT4B782PC	21
HST4B782PC	21
B783PC	12
SB783PC	12
TB783PC	12
STB783PC	12
T4B784 1/2 PC	23
ST4B784 1/2 PC	23
HT4B784PC	25
HST4B784PC	25
T4B785 1/2	17
ST4B785 1/2	17
HT4B785PC	18
HST4B785PC	18
4B786 Blank	2
4B786 1/2 PC	1
S4B786 1/2 PC	1
H4B786PC	4
HS4B786PC	4
T4B786 1/2 PC	1
ST4B786 1/2 PC	1
HT4B786PC	4
HST4B786PC	4
792PC	37
S792PC	37
T792PC	37
ST792PC	37
A799PC	12
SA799PC	12
800	67
800CA	67
800G	67
800GBR	67
SC800	59
SC800CA	59
SC800G	59
SC800GBR	59
803	68
803CA	68
803G	68
803GBR	68
SC803	60
SC803	60
SC803CA	60
SC803G	60
SC803GBR	60
805	71
805CA	71
805G	71
805GBR	71
SC805	62
SC805CA	62
SC805G	62
SC805GBR	62
807	72
807CA	72
807G	72
807GBR	72
SC807	63
SC807CA	63
SC807G	63
SC807GBR	63
809	73

MC KINNEY MFG. CO.—continued

Plate No.	Table No.
809CA	73
809G	73
809GBR	73
SC809	64
SC809CA	64
SC809G	64
SC809GBR	64
821	75
822	75
823	75
824	77
827	54
843	74
844	74
845	74
847	78
848J	78
855J	78
B1840	81
A1841J	80
B1846J	80
2705	38
S2705	38
T2705	38
ST2705	38
2714	31
S2714	31
B2714	6
SB2714	6
T2714	30
ST2714	30
TB2714	6
STB2714	6
2716	55
2718	57
S2718	57
2719	43
2721	43
2722	58
S2722	58
2735	36
S2735	36
2740	36
S2740	36
2745	36
S2745	36
2748	39
TB2771	14
STB2771	14
B2772	20
SB2772	20
TB2772	20
STB2772	20
TB2774	24
STB2774	24
2798	29
S2798	29
B2798	29
SB2798	29
3305	38
T3305	38
3313	28
B3313	3
HB3313	5
T3313	28
TB3313	3
HTB3313	5
3318	57
3322	58
TB3371	14
HTB3371	16
TB3372	20
HTB3372	22
TB3374	24
HTB3374	26
T4B3381	13
HT4B3381	15
T4B3382	19
HT4B3382	21
B3383	12
TB3383	12
T4B3384	23
4B3386	1
H4B3386	4
T4B3386	1
HT4B3386	4
3399	12
3705	38
S3705	38

MC KINNEY MFG. CO.—continued	
Plate No.	Table No.
3713	28
S3713	28
B3713	3
SB3713	3
H3713	27
HS3713	27
H3713PC	27
HS3713PC	27
HB3713	5
HSB3713	5
HT3713	27
HST3713	27
T3713	28
ST3713	28
TB3713	3
STB3713	3
HTB3713	5
HSTB3713	5
3714	30
S3714	30
B3714	6
SB3714	6
T3714	30
ST3714	30
TB3714	6
STB3714	6
3718	57
S3718	57
3722	58
S3722	58
3744	8
S3744	8
H3744	9
HS3744	9
T3744	8
ST3744	8
HT3744	9
HST3744	9
TB3771	14
STB3771	14
HTB3771	16
HSTB3771	16
B3772	20
SB3772	20
TB3772	20
STB3772	20
HTB3772	22
HSTB3772	22
TB3774	24
STB3774	24
HTB3774	26
HSTB3774	26
T4B3781	13
ST4B3781	13
HT4B3781	15
HST4B3781	15
T4B3782	19
ST4B3782	19
HT4B3782	21
HST4B3782	21
B3783	12
SB3783	12
TB3783	12
STB3783	12
T4B3784	23
ST4B3784	23
HT4B3784	25
HST4B3784	25
T4B3785	17
ST4B3785	17
HT4B3785	18
HST4B3785	18
4B3786	1
S4B3786	1
H4B3786	4
HS4B3786	4
T4B3786	1
ST4B3786	1
HT4B3786	4
HST4B3786	4
A3799	12
SA3799	12
5558	39

NATIONAL MFG. CO.

102	67
102 Galv.	67
102 Galv. B. P.	67

NATIONAL MFG. CO.—continued	
Plate No.	Table No.
102 Sher.	67
SC102	59
SC102 Galv.	59
SC102 Galv. B. P.	59
SC102 Sher.	59
103	68
103 Galv.	68
103 Galv. B. P.	68
103 Sher.	68
104	71
104 Galv.	71
104 Galv. B. P.	71
104 Sher.	71
SC104	62
SC104 Galv.	62
SC104 Galv. B. P.	62
SC104 Sher.	62
105	73
105 Galv.	73
105 Galv. B. P.	73
105 Sher.	73
SC105	64
SC105 Galv.	64
SC105 Galv. B. P.	64
SC105 Sher.	64
400	36
420	36
450	36
455	39
500	31
500 Brt. S.	33
500 Brt. S. without screws	32
500 Galv. B. P.	33
500 J.	32
500 special size	29
500 Sher.	31
500T	30
502PC	31
502 Sher. PC	31
504 Brt. S.	46
504 Brt. without screws	45
504 Galv. B. P.	46
504 Sher.	47
505 Brt. S. without screws	45
505 Sher.	47
506 Brt. S.	51
506 Brt. S. without screws	50
506 Galv. B. P.	51
508	43
508 Brt. S. without screws	44
518	43
518 Brt. S.	44
528	58
528 Sher.	58
529 Sher. PC	58
529 Sher. PC	58
538 Brt. S.	49
628	57
628 Sher.	57
629PC	57
629 Sher. PC	57
650	55
650 Sher.	55
840	74
841	74
846	78

SHARON HDWE. MFG. CO.

048	43
048 Brt. S.	44
57	75
68	75
137 1/2	32
142	31
142 Cad.	31
144	31
144 Cad.	31
210	36
328 1/2	33
388	43
388 Brt. S.	44
399	78
400	74
400 Cad.	74
400 Galv.	74
400 Galv. B. P.	74
405	67
405 Cad.	67
405 Galv.	67

SHARON HDWE. MFG. CO.—continued	
Plate No.	Table No.
405 Galv. B. P.	67
405 1/2	59
405 1/2 Cad.	59
405 1/2 Galv. B. P.	59
408 1/2 Brt. S.	46
408 1/2 Cad.	47
408 1/2 Galv. B. P.	46
415	68
415 Cad.	68
415 Galv.	68
415 Galv. B. P.	68
415 1/2	60
415 1/2 Cad.	60
415 1/2 Galv. B. P.	60
420	73
420 Cad.	73
420 Galv.	73
420 Galv. B. P.	73
420 1/2	64
420 1/2 Cad.	64
420 1/2 Galv.	64
420 1/2 Galv. B. P.	64
430	71
430 Cad.	71
430 Galv.	71
430 Galv. B. P.	71
430 1/2	62
430 1/2 Cad.	62
430 1/2 Galv.	62
430 1/2 Galv. B. P.	62
592	58
594PC	58
600	36
608	50
608 1/2	50
880	45
880 1/2 Cad.	47
880 1/2 Galv. B. P.	46
982	57
984PC	57

STANLEY WORKS

74	10
86	37
KB66	37
BB92	11
BB95	12
BB98	23
HTBB98	25
100	12
BB100	12
BB104	11
BB108	24
HTBB108	26
BB109	13
HTBB109	15
BB109 1/2	17
HTBB109 1/2	18
BB110	14
HTBB110	16
BB112	20
HTBB112	22
BB113	19
HTBB113	21
BB114	23
BBK114	23
HTBB114	25
HTBBK114	25
BB116	20
HTBB116	22
BB118	1
BBK118	1
HTBB118	4
HTBBK118	4
BB123	19
BBK123	19
HTBB123	21
HTBBK123	21
125	36
K125	36
BB125	20
BBBK125	20
HTBB126	22
HTBBK126	22
BB128	24
BBK128	24
HTBB128	26
HTBBK128	26
BB129	13

STANLEY WORKS—continued

STANLEY WORKS—continued

STANLEY WORKS—continued

Plate No.	Table No.
BBK129	13
HTBB129	15
HTBBK129	15
BB129½	17
HTBB129½	18
HTBBK129½	18
BB131	14
BBK131	14
HTBB132	22
HTBBK132	22
BB133	20
BBK133	20
HTBB134	16
HTBBK134	16
BB138	23
BBK138	23
HTBB138	25
HTBBK138	25
BB140	12
BBK140	12
BB141	12
BBK141	12
BB142	11
BBK142	11
BB143	11
BBK143	11
HT145	27
HTK145	27
HTBB145	5
HTBBK145	5
146	30
K146	30
BB146	6
BBK146	6
BB147	8
BBK147	8
148	38
BB153	8
BBK153	8
HTBB153	9
160	36
E.160	36
BB162	20
BBK162	20
HTBB162	22
HTBBK162	22
BB163	19
BBK163	19
HTBB163	21
HTBBK163	21
164	36
165	36
K165	36
BB165	20
BBK165	20
BB165½	20
BBK165½	20
166	39
BB167	24
BBK167	24
BB167½	24
BBK167½	24
HTBB167½	26
HTBBK167½	26
BB168	1
BBK168	1
HTBB168	4
HTBBK168	4
BB169	13
BBK169	13
HTBB169	15
HTBBK169	15
BB169½	17
BBK169½	17
HTBB169½	18
HTBBK169½	18
BB170	14
BBK170	14
HTBB170	16
HTBBK170	16
BB171	14
BBK171	14
BB172	20
BBK172	20
HTBB172	22
HTBBK172	22
BB173	20
BBK173	20
BB173½	20

Plate No.	Table No.
BBK173½	20
174	28
K174	28
HT174	27
HTK174	27
BB174	3
BBK174	3
HTBB174	5
HTBBK174	5
175	28
178	38
178½	38
179	30
K179	30
BB179	6
BBK179	6
179½	30
K179½	30
BB179½	6
BBK179½	6
BB180	3
HTBB180	5
BB181	1
HTBB181	4
BB187	7
189	57
192½	38
BB193	3
HTBB193	5
194	28
195	58
196½	58
BB199	1
HTBB199	4
200	12
K200	12
BB200	12
201	12
K201	12
BB201	12
BBK201	12
BB202	11
BBK202	11
BB204	11
BBK204	11
216	37
K216	37
HT235	27
HTK235	27
HTBB235	5
HTBBK235	5
239	28
K239	28
BB239	3
BBK239	3
HT239	27
HTK239	27
HTBB239	5
HTBBK239	5
241	31
K241	31
BB241	6
BBK241	6
241½	30
K241½	30
BB241½	6
BBK241½	6
242	31
K242	31
BB242	6
BBK242	6
243	29
K243	29
BB243	29
BBK243	29
BB247	8
BBK247	8
BB250	1
BBK250	1
HTBB250	4
HTBBK250	4
BB251	1
BBK251	1
HTBB251	4
HTBBK251	4
BB253	8
BBK253	8
260	55

Plate No.	Table No.
282	58
K282	58
284	43
285	57
K285	57
286	43
289	57
K289	57
289½	57
K289½	57
290	38
K290	38
291	38
K291	38
291½	38
K291½	38
295	58
K295	58
295½	53
K295½	53
557	34
T557	34
558	35
T558	35
731	32
732	78
734	78
800	44
802	49
804	45
K804	47
SC804	46
806	50
SC806	51
808	45
K808	47
810	52
813	52
814	52
814½	52
816	52
816½	52
820	52
823	32
SC823	33
828	56
K828	55
830	56
834	45
838	44
840	44
842	48
850	41
BB851	2
BB852	42
BB852¼	42
BB852½	42
875	53
900	67
SC900	59
902	68
SC902	60
SC902½	78
904	71
SC904	62
906	72
SC906	63
908	73
SC908	64
923	54
935	69
SC935	61
937	70
SC937	65
938	54
951	75
952	75
953	75
SC963½	74
SC965	74
SC966	74
SC969¼	74
SC969½	74
1300	67
SC1300	59
1300¼	67
SC1300¼	59
1302	68

STANLEY WORKS—continued		STANLEY WORKS—continued		STANLEY WORKS—continued	
Plate No.	Table No.	Plate No.	Table No.	Plate No.	Table No.
SC1302	60	SC1306 1/4	64	BB1456	80
1302 1/4	68	1307	70	BBTM1456	80
SC1302 1/4	60	SC1307	65	BB1457	81
1303	71	1307 1/4	70	BB1457 1/2	81
SC1303	62	SC1307 1/4	65	BB1458	80
1303 1/4	71	1313	53	BBTM1458	80
SC1303 1/4	62	1315	43	BB1458 1/2	81
1304	72	1317	43	BB1460	81
SC1304	63	1319	46	BB1461	81
1304 1/4	72	1321	51	BB1462	81
SC1304 1/4	63	1333	55	1664	76
1305	69	1334	46	1665	77
SC1305	61	1345	33	SC1854	66
1305 1/4	69	BB1452	79	1858	40
SC1305 1/4	61	BB1492 1/2	79	HP1858	40
1306	73	BB1453	79	1858 1/4	40
SC1306	64	BB1453 1/2	79	HP1858 1/4	40
1306 1/4	73				

TABLE 1—EXTRA HEAVY, BALL BEARING BUTTS, WROUGHT STEEL, BRASS, OR BRONZE

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley Works	Finish group	List prices for various sizes in inches (per pair with screws)				
									4 x 4	4 1/2 x 4 1/2	5 x 4 1/2 5 x 5	6 x 6	8 x 6 8 x 8
		BB-1118	BB-4141	T4B 786 1/2 PC			BB118	P	\$11.58	\$12.22	\$12.52	\$16.56	\$32.02
		BB-CP-1118	CD-BB-4141	ST4B 786 1/2 PC			BBK118	P	12.42	13.06	13.36	17.66	34.02
		BB-1168	BB-5051	T4B 3786			BB168	1	11.52	12.16	12.46	16.50	31.96
								2	11.76	12.40	12.70	16.80	32.42
								3	11.82	12.46	12.76	16.86	32.48
								4	11.98	12.62	12.92	17.02	32.86
								5	15.02	15.66	15.96	21.20	38.46
		BB-CP-1168		ST4B 3786			BBK168	1	12.56	13.20	13.50	17.80	34.16
								2	12.80	13.44	13.74	18.10	34.62
								3	12.86	13.50	13.80	18.16	34.68
								4	13.02	13.66	13.96	18.32	35.06
		BB-1502	BB-5150-A	4B 3386			BB181	1-2	16.30	17.56	19.30	29.09	48.10
								3-4-5	16.84	18.26	20.00	30.20	49.90
								CM-CMD	17.44	19.36	21.10	31.70	52.30
								NM	22.44	24.34	26.66	40.26	66.50
		BB-1199	BB-5151-A	T4B 3386			BB199	1-2	16.66	17.92	19.66	29.36	48.46
								3-4-5	17.20	18.62	20.36	30.56	50.26
								CM-CMD	17.80	19.72	21.46	32.06	52.66
								NM	22.80	24.70	27.02	40.02	66.86
		BB-1250	BB-5050	4B 3786			BB250	1	11.16	11.80	12.10	16.14	31.60
								2	11.40	12.04	12.34	16.44	32.06
								3	11.46	12.10	12.40	16.50	32.12
								4	11.62	12.26	12.56	16.66	32.50
								5	14.56	15.30	16.60	20.84	38.10
		BB-CP-1250		S4B 3786			BBK250	1	12.20	12.84	13.14	17.44	33.80
								2	12.44	13.08	13.38	17.74	34.26
								3	12.50	13.14	13.44	17.80	34.32
								4	12.66	13.30	13.60	17.96	34.70
		BB-1251	BB-4140	4B 786 1/2 PC			BB251	P	11.22	11.86	12.16	16.20	31.66
		BB-CP-1251	CD-BB-4140	S4B 786 1/2 PC			BK251	P	12.06	12.70	13.00	17.30	33.66

TABLE 2—EXTRA HEAVY BLANK BALL BEARING BUTTS, WROUGHT STEEL

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley works	Finish group	List prices for various sizes in inches (per pair without screws)							
									4 x 4	4 1/2 x 4 1/2	5 x 4 1/2 5 x 5	6 x 4	6 x 5 6 x 6	6 x 8	8 x 6 8 x 8	8 x 10
		BB-1851	BB-5510	4B 786 Blank			BB851	P. S.	\$7.70	\$8.00	\$8.24	\$9.58	\$11.00	\$12.65	\$34.30	\$43.50

TABLE 3—BALL BEARING BUTTS, WROUGHT STEEL AND BRASS

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley Works	Finish group	List prices for various sizes in inches (per pair with screws)					
									3 x 3	3 1/2 x 3 1/2	4 x 4	4 1/2 x 4 1/2	5 x 4 1/2 5 x 5	6 x 6
		BB-1174	BB-5001	TB 3713			BB 174	1	\$3.42	\$3.84	\$4.46	\$5.42	\$7.10	\$10.36
								2	3.58	4.00	4.62	5.62	7.30	10.60
								3	3.62	4.04	4.66	5.68	7.36	10.66
								4	3.68	4.10	4.72	5.74	7.42	10.86
								5	4.72	5.14	5.76	6.72	9.30	13.80
		BB-CP-1174		STB 3713			BBK 174	1	3.94	4.36	4.98	6.26	7.94	11.46
								2	4.10	4.52	5.14	6.46	8.14	11.70
								3	4.14	4.56	5.18	6.52	8.20	11.76
								4	4.20	4.62	5.24	6.58	8.26	11.96
		BB-1500	BB-5000-A	B 3313			BB 180	1-2	6.10	6.40	7.60	9.12	11.40	21.10
								3-4-5	6.50	6.94	8.14	9.72	12.10	22.10
								CM-CMD	7.10	7.54	8.74	10.82	13.20	23.60
								NM	8.66	9.26	10.86	12.96	16.12	29.46

TABLE 3—BALL BEARING BUTTS, WROUGHT STEEL AND BRASS—Continued

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley Works	Finish group	List prices for various sizes in inches (per pair with screws)					
									3 x 3	3½ x 3½	4 x 4	4½ x 4½	5 x 4 5 x 4½ 5 x 5	6 x 6
		BB-1193.....	BB-5001-A....	TB 3313.....			BB 193....	1-2.....	\$6.46	\$6.76	\$7.96	\$9.48	\$11.76	\$21.46
								3-4-5.....	6.86	7.30	8.50	10.08	12.46	21.82
								CM-CMD.....	7.46	7.90	9.10	11.18	13.56	23.96
								NM.....	9.02	9.62	11.22	13.32	16.48	29.82
		BB-1239.....	BB-5000.....	B 3713.....			BB 239....	1.....	3.06	3.45	4.10	5.06	6.74	10.00
								2.....	3.22	3.64	4.26	5.26	6.94	10.24
								3.....	3.26	3.68	4.30	5.32	7.00	10.30
								4.....	3.32	3.74	4.36	5.38	7.06	10.50
								5.....	4.36	4.78	5.40	7.26	8.94	13.50
		BB-CP-1239.....		SB 3713.....			BBK 239...	1.....	3.58	4.00	4.62	5.90	7.58	11.10
								2.....	3.74	4.16	4.78	6.10	7.78	11.34
								3.....	3.78	4.20	4.82	6.16	7.84	11.40
								4.....	3.84	4.26	4.88	6.22	7.90	11.60

TABLE 4—EXTRA HEAVY HOSPITAL TYPE BALL BEARING BUTTS

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley Works	Finish group	List prices for various sizes in inches (per pair with screws)				
									4 x 4	4½ x 4½	5 x 4 5 x 4½ 5 x 5	6 x 6	8 x 6 8 x 8
		BB-2118.....	BB-2041.....	HT4B 786PC.....			HTBB118..	P.....	\$12.52	\$13.16	\$13.86	\$18.50	\$34.46
		BB-CP-2118.....	CD-BB-2041.....	HST4B 786PC.....			HTBBK118..	P.....	13.36	14.00	14.70	19.60	36.46
		BB-2168.....	BB-2051.....	HT4B 3786.....			HTBB168..	1.....	12.52	13.16	13.86	18.50	34.46
								2.....	12.76	13.40	14.10	18.80	34.92
								3.....	12.82	13.46	14.16	18.86	34.98
								4.....	12.98	13.62	14.32	19.02	35.36
		BB-CP-2168.....		HST4B 3786.....			HTBBK168..	1.....	13.56	14.20	14.90	19.80	36.66
								2.....	13.80	14.44	15.14	20.10	37.12
								3.....	13.86	14.50	15.20	20.16	37.18
								4.....	14.02	14.66	15.36	20.32	37.56
		BB-2161.....	BB-2050-A....	H4B 3386.....			HTBB181..	1-2.....	17.30	18.56	20.70	31.00	50.60
								3-4-5.....	17.84	19.26	21.40	32.20	52.40
								CM-CMD.....	18.44	20.36	22.50	33.70	53.90
		BB-2199.....	BB-2061-A....	HT4B 3386.....			HTBB199..	1-2.....	17.66	18.92	21.06	31.36	50.96
								3-4-5.....	18.20	19.62	21.76	32.56	52.76
								CM-CMD.....	18.80	20.72	22.86	33.06	53.26
		BB-2250.....	BB-2050.....	H4B 3786.....			HTBB250..	1.....	12.16	12.80	13.50	18.14	34.10
								2.....	12.40	13.04	13.74	18.44	34.56
								3.....	12.46	13.10	13.80	18.50	34.62
								4.....	12.62	13.26	13.96	18.66	35.00
		BB-CP-2250.....		HS4B 3786.....			HTBBK250..	1.....	13.20	13.84	14.54	19.44	36.30
								2.....	13.44	14.08	14.78	19.74	36.76
								3.....	13.50	14.14	14.84	19.80	36.82
								4.....	13.66	14.30	15.00	19.96	37.20
		BB-2251.....	BB-2040.....	H4B 786PC.....			HTBB251..	P.....	12.16	12.80	13.50	18.14	34.10
		BB-CP-2251.....		HS4B 786PC.....			HTBBK251..	P.....	13.00	13.64	14.34	19.24	36.10

TABLE 5—REGULAR WEIGHT HOSPITAL TYPE BALL BEARING BUTTS

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley Works	Finish group	List prices for various sizes in inches (per pair with screws)				
									3 x 3	3½ x 3½	4 x 4	4½ x 4½	5 x 4 5 x 4½ 5 x 5
		BB-2145.....	BB-2011.....	HTB 713PC.....			HTBB145..	P.....	\$2.86	\$3.18	\$3.60	\$4.26	\$6.00
		BB-CP-2145.....	CD-BB-2011.....	HSTB 713PC.....			HTBBK145..	P.....	3.22	3.54	3.96	4.90	6.64
		BB-1197.....	BB-2001.....	HTB 3713.....			HTBB174..	1.....	4.42	4.84	5.46	6.42	8.50
								2.....	4.58	5.00	5.62	6.62	8.70
								3.....	4.62	5.04	5.66	6.68	8.76
								4.....	4.68	5.10	5.72	6.74	8.82
		BB-CP-1197.....		HSTB 3713.....			HTBBK174..	1.....	4.94	5.36	5.98	7.26	9.34
								2.....	5.10	5.52	6.14	7.46	9.54
								3.....	5.14	5.56	6.18	7.52	9.60
								4.....	5.20	5.62	6.24	7.58	9.66
		BB-1509.....	BB-2000-A....	HB 3313.....			HTBB180..	1-2.....	7.10	7.40	8.60	10.12	12.80
								3-4-5.....	7.50	7.94	9.14	10.72	13.50
		BB-2293.....	BB-2001-A....	HTB 3313.....			HTBB192..	1-2.....	7.46	7.76	8.96	10.48	13.16
								3-4-5.....	7.86	8.30	9.50	11.08	13.86
		BB-2235.....	BB-2010.....	HB 713PC.....			HTBB235..	P.....	2.50	2.82	3.24	3.90	5.64
		BB-CP-2235.....	CD-BB-2010.....	HSB 713PO.....			HTBBK235..	P.....	2.86	3.18	3.60	4.54	6.28
		BB-2239.....	BB-2000.....	HB 3713.....			HTBB239..	1.....	4.06	4.48	5.10	6.06	8.14
								2.....	4.22	4.64	5.26	6.26	8.34
								3.....	4.26	4.68	5.30	6.32	8.40
								4.....	4.32	4.74	5.36	6.38	8.46
		BB-CP-2239.....		HSB 3713.....			HTBBK239..	1.....	4.58	5.00	5.62	6.50	8.98
								2.....	4.74	5.16	5.78	7.10	9.18
								3.....	4.78	5.20	5.82	7.16	9.24
								4.....	4.84	5.26	5.88	7.22	9.30

TABLE 6—BALL BEARING BUTTS WROUGHT STEEL

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley Works	Finish group	List prices for various sizes in inches (per pair with screws)						
									3 x 3	3½ x 3½	4 x 4	4½ x 4½	5 x 4½ 5 x 5	6 x 6	
									BB-177	BB-1146 BB-CP-1146 BB-1279	BB-411 CD-BB-411 BB-4001	TB 714½PC STB 714½PC TB 2714			
BBZ-177	BB-CP-1279	CD-BB-4001	STB-2714					BBK179	1 2 3 4	2.32 2.48 2.52 2.58	2.64 2.80 2.90 3.06	3.06 3.22 3.26 3.32	4.04 4.24 4.30 4.36	5.38 5.58 5.64 5.70	8.70 8.94 9.00 9.20
BB177½	BB-1279½	BB-4003	TB 3714					BB179½	1 2 3 4	2.64 2.80 2.84 2.90	3.06 3.22 3.26 3.33	3.52 3.68 3.72 3.78	4.42 4.62 4.68 4.74	5.86 6.06 6.12 6.18	9.06 9.30 9.36 9.56
BBZ-177½	BB-CP-1279½		STB 3714					BBK179½	1 2 3 4	3.16 3.32 3.36 3.42	3.58 3.74 3.78 3.84	4.04 4.20 4.24 4.30	5.26 5.46 5.52 5.58	6.70 6.90 6.96 7.02	10.16 10.40 10.46 10.66
BB-220	BB-1241	BB-4000	B 2714					BB241	1 2 3 4	1.44 1.60 1.64 1.70	1.76 1.92 1.96 2.02	2.18 2.34 2.38 2.44	2.84 3.04 3.10 3.16	4.18 4.38 4.44 4.50	7.24 7.48 7.54 7.74
BBZ-220	BB-CP-1241		SB 2714					BBK241	1 2 3 4	2.24 1.96 2.12 2.16	3.06 2.28 2.44 2.48	3.48 2.70 2.86 2.90	5.04 3.68 3.88 3.94	6.38 5.02 5.22 5.28	10.74 8.34 8.58 8.64
BB-220½	BB-1241½	BB-4002	B 3714					BB241½	1 2 3 4	2.28 2.44 2.48 2.54	2.70 2.86 2.90 2.96	3.16 3.32 3.36 3.42	4.06 4.26 4.32 4.38	5.50 5.70 5.76 5.82	8.70 8.94 9.00 9.20
BBZ-220½	BB-CP-1241½		SB 3714					BBK241½	1 2 3 4	2.80 2.96 3.00 3.06	3.22 3.38 3.42 3.48	3.68 3.84 3.88 3.94	4.90 5.10 5.16 5.22	6.34 6.54 6.60 6.66	9.80 10.04 10.10 10.30
BB1P-240 BB1Z-240	BB-1242 BB-CP-1242	BB-4110 BB-CD-4110	B 714½PC SB 714½PC					BB242 BBK242	P P	1.50 1.86	1.82 2.18	2.24 2.60	2.90 3.54	4.24 4.88	7.30 8.14

TABLE 7—REGULAR WEIGHT FULL SURFACE STREET CAR HINGES BALL BEARING WROUGHT STEEL

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	Nationa. Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley Works	Finish group	List prices for various sizes in inches (per pair without screws)	
									2¼ x 6	2¼ x 8
							BB187	Plain steel K A	\$3.40 3.90 3.90	\$4.14 4.70 4.70

TABLE 8—EXTRA HEAVY BALL BEARING FRICTION BUTT HINGES

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley Works	Finish group	List prices for various sizes in inches (per pair with screws)				
									4 x 4 4 x 4½	4½ x 4 4½ x 4½	4½ x 5¼	5 x 4 5 x 4½ 5 x 5 5 x 5½	
													T744½PC ST744½PC T3744
				ST3744				BBK153	1 2 3 4	11.70 11.90 11.96 12.02	12.20 12.40 12.46 12.52	13.80 14.00 14.06 14.12	13.80 14.00 14.06 14.12
				744½PC S744½PC 3744				BB247 BBK247 BB253	P P 1 2 3 4	10.50 11.14 10.50 10.70 10.76 10.82	11.00 11.64 11.00 11.20 11.26 11.32	12.60 13.24 12.60 12.80 12.86 12.92	12.60 13.24 12.80 12.86 12.92 12.98
				S3744				BBK253	1 2 3 4	11.34 11.54 11.60 11.66	11.84 12.04 12.10 12.16	13.44 13.64 13.70 13.76	13.44 13.64 13.70 13.76

TABLE 9—EXTRA HEAVY BALL BEARING FRICTION HOSPITAL BUTTS

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley Works	Finish group	List prices for various sizes in inches (per pair with screws)			
									4 x 4 4 x 4½	4½ x 4 4½ x 4½	4½ x 5½	5 x 4 5 x 4½ 5 x 5
							HTBB153	1		\$12.36		\$13.96
								2		12.56		14.16
								3		12.62		14.22
								4		12.68		14.28
				H3744				1	\$11.50	12.00	\$14.00	14.00
								2	11.70	12.20	14.20	14.20
								3	11.76	12.26	14.26	14.26
								4	11.82	12.32	14.32	14.32
				HS3744				1	12.34	12.84	14.84	14.84
								2	12.54	13.04	15.04	15.04
								3	12.60	13.10	15.10	15.10
								4	12.66	13.16	15.16	15.16
				H744PC				P	11.50	12.00	13.00	13.00
				HS744PC				P	12.14	12.64	14.24	14.24
				HT3744				1	11.86	12.36	14.36	14.36
								2	12.66	12.56	14.56	14.56
								3	12.12	12.62	14.62	14.62
								4	12.18	12.68	14.68	14.68
				HST 3744				1	12.70	13.20	14.20	14.20
								2	12.90	13.40	14.40	14.40
								3	12.96	13.46	14.46	14.46
								4	13.06	13.52	14.52	14.52
				HT744PC				P	11.86	12.36	14.36	14.36
				HST744PC				P	12.50	13.00	14.00	14.00

TABLE 10—EXTRA HEAVY BALL JOINT BUTT HINGES

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley Works	Finish group	List prices for various sizes in inches (per pair with screws)	
									5 x 4½	
							74	1-2		\$16.30
								3-4		18.10

TABLE 11—EXTRA HEAVY BALL BEARING OLIVE KNUCKLE BUTT HINGES

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley Works	Finish group	List prices for various sizes in inches (per pair with screws)			
									6 x 4	6 x 4½	6 x 5	6 x 6
							BB92	1-2	\$16.96	\$17.46	\$18.16	\$18.66
								3-4	18.06	18.56	19.26	19.76
							BB104	1-2	16.60	17.10	17.80	18.30
								3-4	17.70	18.20	18.90	19.40
							BB142	1	11.36	11.76	12.16	12.36
								2	11.66	12.06	12.46	12.66
								3	11.72	12.12	12.52	12.72
								4	11.88	12.28	12.68	12.88
							BBK142	1	12.66	13.06	13.46	13.66
								2	12.96	13.36	13.76	13.96
								3	13.02	13.42	13.82	14.02
								4	13.18	13.58	13.98	14.18
							BB143	P	5.62	5.82	6.12	6.36
							BBK143	P	6.72	6.92	7.22	7.46
							BB202	1	11.00	11.40	11.80	12.00
								2	11.30	11.70	12.10	12.30
								3	11.36	11.76	12.16	12.36
								4	11.52	11.92	12.32	12.52
							BBK202	1	12.30	12.70	13.10	13.30
								2	12.60	13.00	13.40	13.60
								3	12.66	13.06	13.46	13.66
								4	12.82	13.22	13.62	13.82
							BB204	P	5.26	5.46	5.76	6.00
							BBK204	P	6.36	6.56	6.86	7.10

TABLE 12—REGULAR WEIGHT BALL BEARING OLIVE KNUCKLE BUTT HINGES

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley Works	Finish group	List prices for various sizes in inches (per pair with screws)		
									3 x 2½	5 x 3¼	6 x 3¾
				TB3383			BB95	1-2		\$11.46	\$13.70
								3-4-5		11.96	14.40
								NM		15.86	19.06
				B3383			BB100	1-2		11.10	13.34
								3-4-5		11.60	14.04
								NM		15.50	18.70
				3309			100	1-2		\$6.60	
								3-4-5		7.00	
								NM		9.34	

TABLE 12—REGULAR WEIGHT BALL BEARING OLIVE KNUCKLE BUTT HINGES—Continued

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley Works	Finish group	List prices for various sizes in inches (per pair with screws)		
									3 x 2 3/4	5 x 3 3/4	6 x 3 3/4
				TB783PC			BB140	P		\$3.52	\$4.22
				STB783PC			BBK140	P		4.16	5.05
				TB3783			BB141	1		6.50	8.70
								2		6.70	8.94
								3		6.76	9.00
								4		6.82	9.20
				STB3783			BBK141	1		7.34	9.70
								2		7.54	9.94
								3		7.60	10.00
								4		7.66	10.20
				B783PC			BB200	P		3.16	3.86
				SB783PC			BBK200	P		3.80	4.70
				A799PC			200	P		1.90	
				SA799PC			K200	P		2.26	
				B3783			BB201	1			6.14
								2			6.34
								3			6.40
								4			6.46
				SB3783			BBK201	1			6.98
								2			7.18
								3			7.24
								4			7.30
				A3799			201	1		4.60	
								2		4.76	
								3		4.80	
								4		4.86	
				SA3799			K201	1		5.12	
								2		5.28	
								3		5.32	
								4		5.38	

TABLE 13—EXTRA HEAVY FULL SURFACE BALL BEARING HINGES

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley Works	Finish group	List prices for various sizes in inches (per pair with screws and grommet nuts)		
									4 1/2"	5"	6"
		BB-2109	BB-6351-A	T4B 3381			BB109	1-2	\$23.90	\$26.30	\$39.30
		BB-2129	BB 6441	T4B 781 1/2 PC			BB129	3-4-5	24.60	27.00	40.50
		BB-CP-2129	CD-BB-6441	ST4B 781 1/2 PC			BBK129	P	16.36	16.76	22.06
		BB-2169	BB-6351	T4B-3781			BB-169	1	17.20	17.60	23.16
								2	16.30	16.70	22.00
								3	16.54	16.94	22.30
								4	16.60	17.00	22.36
		BB-CP-2169		ST4B-3781			BBK-169	1	16.76	17.10	22.52
								2	17.34	17.74	23.30
								3	17.58	17.98	23.60
								4	17.64	18.04	23.66
									17.80	18.20	23.82

TABLE 14—REGULAR WEIGHT FULL SURFACE BALL BEARING HINGES

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley Works	Finish group	List prices for various sizes in inches (per pair with screws and grommet nuts)	
									4 1/2"	5"
		BB-2110	BB-6303-A	TB-3371			BB-110	1-2	\$12.66	\$15.76
		BB-2131	BB-6411	TB-771 1/2 PC			BB-131	3-4-5	13.26	16.46
		BB-CP-2131	CD-BB-6411	STB-771 1/2 PC			BBK-131	P	5.16	7.12
		BB-2170	BB-6303	TB-3771			BB-170	1	5.80	7.76
								2	7.42	9.66
								3	7.62	9.86
								4	7.68	9.92
		BB-CP-2170		STB-3771			BBK-170	1	7.74	9.98
								2	8.26	10.50
								3	8.46	10.70
								4	8.52	10.76
		BB-2171	BB-6301	TB-2771			BB-171	1	8.58	10.82
								2	5.10	7.06
								3	5.30	7.26
								4	5.36	7.32
								5	5.42	7.38
		BB-CP-2171		STB-2771			BBK-171	1	5.36	7.32
								2	5.42	7.38
								3	5.36	7.32
								4	5.30	7.26
									5.94	8.10
									6.14	8.16
									6.20	8.16
									6.26	8.22

TABLE 15—EXTRA HEAVY FULL SURFACE BALL BEARING HOSPITAL HINGES

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley Works	Finish group	List prices for various sizes in inches (per pair with screws and grommet nuts)		
									4½	5	6
		BB-3109	BB-2151-A	HT4B-3381			HTBB-109	1-2	\$24.90	\$27.70	\$41.30
		BB-3129	BB-2141	HT4B-781-PC			HTBB-129	3-4-5	25.60	28.40	42.50
		BB-CP-3129	CD-BB-2141	HST4B-781-PC			HTBBK-129	P	17.30	18.10	24.00
		BB-3169	BB-2151	HT4B-3781			HTBB-169	1	18.14	18.94	25.10
								2	17.30	18.10	24.00
								3	17.54	18.34	24.30
								4	17.60	18.40	24.36
		BB-CP-3169		HST4B-3781			HTBBK-169	1	17.76	18.56	24.52
								2	18.34	19.14	25.30
								3	18.58	19.38	25.60
								4	18.64	19.44	25.66
									18.80	19.60	25.82

TABLE 16—REGULAR WEIGHT FULL SURFACE BALL BEARING HOSPITAL HINGES

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley Works	Finish group	List prices for various sizes in inches (per pair with screws and grommet nuts)	
									4½	5
		BB-110	BB-2101-A	HTB-3371			HTBB-110	1-2	\$13.66	\$17.16
		BB-134	BB-2111	HTB-771-PC			HTBB-134	3-4-5	14.26	17.86
		BB-CP-134	CD-BB-2111	HSTB-771-PC			HTBBK-134	P	6.16	8.52
		BB-170	BB-2101	HTB-3771			HTBB-170	1	6.80	9.16
								2	8.42	11.06
								3	8.62	11.26
								4	8.68	11.32
		BB-CP-170		HSTB-3771			HTBBK-170	1	8.74	11.38
								2	9.26	11.90
								3	9.46	12.10
								4	9.52	12.16
									9.58	12.22

TABLE 17—EXTRA HEAVY FULL SURFACE BALL BEARING NARROW PAD HINGES

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley Works	Finish group	List prices for various sizes in inches (per pair with screws and grommet nuts)		
									4½	5	6
			BB-6751-A	T4B-3385			BB-109½	1-2	\$23.90	\$26.30	\$39.30
			BB-6841	T4B-785½PC			BB-129½	3-4	24.60	27.00	40.50
			CD-BB-6841	ST4B-785½PC			BBK-129½	P	16.36	16.76	22.06
			BB-6751	T4B-3785			BB-169½	1	17.20	17.60	23.16
								2	16.30	16.70	22.00
								3	16.54	16.94	22.30
								4	16.60	17.00	22.36
				ST4B-3785			BBK-169½	1	16.76	17.16	22.52
								2	17.34	17.74	23.30
								3	17.58	17.98	23.60
								4	17.64	18.04	23.66
									17.80	18.20	23.82

TABLE 18—EXTRA HEAVY FULL SURFACE BALL BEARING NARROW PAD HOSPITAL HINGES

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley Works	Finish group	List prices for various sizes in inches (per pair with screws and grommet nuts)		
									4½	5	6
			BB-2751-A				HTBB-109½	1-2	\$24.90	\$27.70	\$41.30
			BB-2741	HT4B-785-PC			HTBB-129½	3-4	25.60	28.40	42.50
			CD-BB-2741	HST4B-785-PC			HTBBK-129½	P	17.30	18.10	24.00
			BB-2751	HT4B-3785			HTBB-169½	1	18.14	18.94	25.10
								2	17.30	18.10	24.00
								3	17.54	18.34	24.30
								4	17.60	18.40	24.36
				HST4B-3785			HTBBK-169½	1	17.76	18.56	24.52
								2	18.34	19.14	25.30
								3	18.58	19.38	25.60
								4	18.64	19.44	25.66
									18.80	19.60	25.82

TABLE 19—EXTRA HEAVY HALF SURFACE BALL BEARING BUTT HINGES

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley Works	Finish group	List prices for various sizes in inches (per pair with screws and grommet nuts)		
									4½	5	6
		BB-2113	BB 5351-A	T4B 3382			BB 113	1-2	\$23.90	\$26.30	\$39.30
		BB-1123	BB 4441	T4B 782½PC			BB 123	3-4-5	24.60	27.00	40.50
		BB-CP-1123	CD-BB-4441	ST4B 782½PC			BBK123	P	16.36	16.76	22.06
		BB-1163	BB-5351	T4B 3782			BB 163	P	17.20	17.60	23.16
								1	16.30	16.70	22.00
								2	16.54	16.94	22.30
								3	16.60	17.00	22.36
								4	16.76	17.16	22.52
		BB-CP-1163		ST4B 3782			BBK163	1	17.34	17.74	23.30
								2	17.58	17.98	23.60
								3	17.64	18.04	23.66
								4	17.80	18.20	23.82

TABLE 20—REGULAR WEIGHT HALF SURFACE BALL BEARING BUTT HINGES

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley Works	Finish group	List prices for various sizes in inches (per pair with screws and grommet nuts)				
									3	3½	4	4½	5
		BB-2112	BB 5301-A	TB 3372			BB 112	1-2	\$8.60	\$8.96	\$10.56	\$12.66	\$15.76
								3-4	9.00	9.50	11.10	13.26	16.46
								NM	11.86	12.54	14.66	17.56	21.86
		BB-2116	BB 5300-A				BB 116	1-2	8.24	8.60	10.20	12.30	15.40
								3-4	8.64	9.14	10.74	12.90	16.10
								NM	11.50	12.18	14.30	17.20	21.50
		BB-2125	BB-4410	B 772½PC			BB 125	P	2.70	3.06	3.50	4.80	6.76
		BB-CP-2125	CD-BB-4410	SB 772½PC			BBK125	P	3.06	3.42	3.86	5.44	7.40
		BB-1133	BB-4411	TB 772½PC			BB 133	P	3.06	3.42	3.86	5.16	7.12
		BB-CP-1133	CD-BB-4411	STB 772½PC			BBK133	P	3.42	3.78	4.22	5.80	7.76
		BB-1162	BB-5300				BB-162	1	4.24	4.90	5.50	7.06	9.30
								2	4.40	5.06	5.66	7.26	9.50
								3	4.44	5.10	5.70	7.32	9.5
								4	4.50	5.16	5.76	7.38	9.62
		BB-CF-1162					BBK-162	1	4.76	5.42	6.02	7.90	10.14
								2	4.92	5.58	6.18	8.10	10.34
								3	4.96	5.62	6.22	8.16	10.40
								4	5.02	5.68	6.28	8.22	10.46
		BB-1150	BB-4300	B-2772			BB-165	1	2.64	3.00	3.44	4.74	6.70
								2	2.80	3.16	3.60	4.91	6.90
								3	2.84	3.20	3.64	5.00	6.96
								4	2.90	3.26	3.70	5.06	7.02
								5	3.94	4.30	4.74	6.94	8.90
		BB-CP-1150		SB-2772			BBK-165	1	3.16	3.52	3.96	5.58	7.54
								2	3.32	3.68	4.12	5.78	7.74
								3	3.36	3.72	4.16	5.84	7.80
								4	3.42	3.78	4.22	5.90	7.86
		BB-1150½	BB-4302	B-3772			BB-165½	1	3.44	3.94	4.46	6.00	8.10
								2	3.60	4.10	4.62	6.20	8.30
								3	3.64	4.14	4.66	6.26	8.36
								4	3.70	4.20	4.72	6.32	8.42
		BB-CP-1150½		SB-3772			BBK-165½	1	3.96	4.46	4.98	6.64	8.94
								2	4.12	4.62	5.14	7.04	9.14
								3	4.16	4.66	5.18	7.10	9.20
								4	4.22	4.72	5.24	7.16	9.26
		BB-1172	BB-5301	TB-3772			BB-172	1	4.60	5.26	5.86	7.42	9.66
								2	4.76	5.42	6.02	7.62	9.86
								3	4.80	5.46	6.06	7.68	9.92
								4	4.86	5.52	6.12	7.74	9.98
		BB-CP-1172		STB-3772			BBK-172	1	5.12	5.78	6.38	8.26	10.50
								2	5.28	5.94	6.54	8.46	10.70
								3	5.32	5.98	6.58	8.52	10.76
								4	5.38	6.04	6.64	8.58	10.82
		BB-1173	BB-4301	TB-2772			BB-173	1	3.00	3.36	3.80	5.10	7.06
								2	3.16	3.52	3.96	5.30	7.26
								3	3.20	3.56	4.00	5.36	7.32
								4	3.26	3.62	4.06	5.42	7.38
								5	4.30	4.66	5.10	7.30	9.26
		BB-CP-1173		STB-2772			BBK-173	1	3.52	3.88	4.32	5.94	7.90
								2	3.68	4.04	4.48	6.14	8.10
								3	3.72	4.08	4.52	6.20	8.16
								4	3.78	4.14	4.58	6.26	8.22
		BB-1173½	BB-4303				BB-173½	1	3.80	4.30	4.82	6.36	8.46
								2	3.96	4.46	4.98	6.56	8.66
								3	4.00	4.50	5.02	6.62	8.72
								4	4.06	4.56	5.08	6.68	8.78
		BB-CP-1173½					BBK-173½	1	4.32	4.82	5.34	7.20	9.30
								2	4.48	4.98	5.50	7.40	9.50
								3	4.52	5.02	5.54	7.46	9.56
								4	4.58	5.08	5.60	7.52	9.62

TABLE 21—EXTRA HEAVY HALF SURFACE BALL BEARING HOSPITAL BUTT HINGES

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley Works	Finish group	List prices for various sizes in inches (per pair with screws and grommet nuts)		
									4½	5	6
		BB-3113	BB-2350-A BB-2351-A	HT4B-3382			HTBB-113	1-2	\$24.90	\$27.70	\$41.30
		BB-2123	BB-2341	HT4B-782PC			HTBB-123	3-4-5	25.60	28.40	42.50
		BB-CP-2123	CD-BB-2341	HST4B-782PC			HTBBK-123	P	17.30	18.10	24.00
		BB-2163	BB-2351	HT4B-3782			HTBB-163	1	18.14	18.94	25.10
								2	17.30	18.10	24.00
								3	17.54	18.34	24.30
								4	17.60	18.40	24.36
		BB-CP-2163		HST4B-3782			HTBBK-163	1	17.76	18.56	24.52
								2	18.34	19.14	25.30
								3	18.58	19.38	25.60
								4	18.64	19.44	25.66
								5	18.80	19.60	25.82

TABLE 22—REGULAR WEIGHT HALF SURFACE BALL BEARING HOSPITAL BUTT HINGES

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley Works	Finish group	List prices for various sizes and inches (per pair with screws and grommet nuts)				
									3	3½	4	4½	5
		BB-4112	BB-2301-A	HTB-3372			HTBB-112	1-2	\$9.60	\$9.96	\$11.56	\$13.66	\$17.16
		BB-3116	BB-2300-A				HTBB-116	3-4-5	10.00	10.50	12.10	14.26	17.86
		BB-2126	BB-2310				HTBB-126	1-2	9.24	9.60	11.20	13.30	16.80
		BB-CP-2126	CD-BB-2310				HTBBK-126	3-4	9.64	10.14	11.74	13.90	17.50
		BB-2132	BB-2311	HTB-772-PC			HTBB-132	P	3.70	4.06	4.50	5.80	8.16
		BB-CP-2132	CD-BB-2311	HSTB-772-PC			HTBBK-132	P	4.06	4.42	4.86	6.44	8.80
		BB-2162	BB-2300				HTBB-162	1	4.06	4.42	4.86	6.16	8.52
								2	4.42	4.78	5.22	6.80	9.16
								3	5.24	5.90	6.50	8.66	10.70
								4	5.40	6.06	6.66	8.26	10.90
		BB-CP-2162					HTBBK-162	1	5.44	6.10	6.70	8.32	10.96
								2	5.50	6.16	6.76	8.38	11.02
								3	5.76	6.42	7.02	8.90	11.54
								4	5.92	6.58	7.18	9.10	11.74
		BB-2172	BB-2301	HTB-3772			HTBB-172	1	5.96	6.62	7.22	9.16	11.80
								2	6.02	6.68	7.28	9.22	11.86
								3	6.02	6.68	7.28	9.22	11.86
								4	5.60	6.26	6.86	8.42	11.06
		BB-CP-2172		HSTB-3772			HTBBK-172	1	5.76	6.42	7.02	8.62	11.26
								2	5.80	6.46	7.06	8.68	11.32
								3	5.86	6.52	7.12	8.74	11.38
								4	6.12	6.78	7.38	9.26	11.90
								5	6.28	6.94	7.54	9.46	12.10
								6	6.32	6.98	7.58	9.52	12.16
								7	6.38	7.04	7.64	9.58	12.22

TABLE 23—EXTRA HEAVY HALF MORTISE BALL BEARING BUTT HINGES

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley Works	Finish group	List prices for various sizes in inches (per pair with screws)		
									4½	5	6
		BB-2098	BB-6551-A	T4B-3384			BB-98	1-2	\$23.90	\$26.30	\$39.30
		BB-2114	BB-6641	T4B-784½PC			BB-114	3-4-5	24.60	27.00	40.50
		BB-CP-2114	CD-BB-6641	ST4B-784½PC			BBK-114	P	16.36	16.76	22.06
		BB-1138	BB-6551	T4B-3784			BB-138	1	17.20	17.60	23.16
								2	16.30	16.70	22.00
								3	16.54	16.94	22.30
								4	16.60	17.00	22.36
		BB-CP-1138		ST4B-3784			BBK-138	1	16.76	17.16	22.52
								2	17.34	17.74	23.30
								3	17.58	17.98	23.60
								4	17.64	18.04	23.66
								5	17.80	18.20	23.82

TABLE 24—REGULAR WEIGHT HALF MORTISE BALL BEARING BUTT HINGES

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley Works	Finish group	List prices for various sizes in inches per pair with screws	
									4½	5
		BB-1108	BB-6531-A	TB-3374			BB-108	1-2	\$12.66	\$15.76
		BB-1128	BB-6621	TB-774½PC			BB-128	3-4-5	13.26	16.46
		BB-CP-1128	CD-BB-6621	STB-774½PC			BBK-128	P	5.16	7.12
			BB-4531	TB-2774			BB-167	1	5.80	7.76
								2	5.10	7.06
								3	5.30	7.26
								4	5.26	7.32
								5	5.42	7.38
				STB-2774			BBK-167	1	7.30	9.26
								2	5.94	7.90
								3	6.14	8.10
								4	6.20	8.16
								5	6.26	8.22

TABLE 24—REGULAR WEIGHT HALF MORTISE BALL BEARING BUTT HINGES—Continued

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley Works	Finish group	List prices for various sizes in inches per pair with screws	
		BB-1167½	BB-6531	TB-3774			BB-167½	1	\$7.42	\$9.68
								2	7.62	9.86
								3	7.68	9.92
								4	7.74	9.98
		BB-CP-1167½		STB-3774			BBK-167½	1	8.26	10.50
								2	8.46	10.70
								3	8.52	10.76
								4	8.58	10.82

TABLE 25—EXTRA HEAVY HALF MORTISE BALL BEARING HOSPITAL BUTT HINGES

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley Works	Finish group	List prices for various sizes in inches (per pair with screws)		
									4½	5	6
											BB-3198	BB-2551-A	HT4B-3384			HTBB-98	1-2	$24.90	$27.70	$41.30
								3-4-5	25.60	28.40	42.50
		BB-3114	BB-2541	HT4B-784PC			HTBB-114	P	17.30	18.10	24.00
		BB-CP-3114	CD-BB-2541	HST4B-784PC			HTBBK-114	P	18.14	18.94	25.10
		BB-2138	BB-2551	HT4B-3784			HTBB-138	1	17.30	18.10	24.00
								2	17.54	18.34	24.30
								3	17.60	18.40	24.36
								4	17.76	18.56	24.52
		BB-CP-2138		HST4B-3784			HTBBK-138	1	18.34	19.14	25.30
								2	18.58	19.38	25.60
								3	18.64	19.44	25.66
								4	18.80	19.60	25.82

TABLE 26—REGULAR WEIGHT HALF MORTISE BALL BEARING HOSPITAL BUTT HINGES

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley Works	Finish group	List prices for various sizes in inches (per pair with screws)	
									4½	5
								3-4-5	14.26	17.86
		BB-3128	BB-2511	HTB-774PC			HTBB-128	P	6.16	8.52
		BB-CP-3128	CD-BB-2511	HSTB-774PC			HTBBK-128	P	6.80	9.16
		BB-3167½	BB-2531	HTB-3774			HTBB-167½	1	8.42	11.06
								2	8.62	11.26
								3	8.68	11.32
								4	8.74	11.38
		BB-CP-3167½		HSTB-3774			HTBBK-167½	1	9.26	11.90
								2	9.46	12.10
								3	9.52	12.16
								4	9.58	12.22

TABLE 27—REGULAR WEIGHT HOSPITAL BUTT HINGES

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley Works	Finish group	List prices for various sizes in inches (per pair with screws)				
									3 x 3	3½ x 3½	4 x 4	4½ x 4½	5 x 5
											2145	1311	HT-713PC			HT-145	P	$2.26	$2.58	$3.00	$3.66	$5.40
		CP-2145	CD-1311	HST-713PC			HTK-145	P	2.62	2.94	3.36	4.30	6.04
		2197	1301	HT-3713			HT-174	1	3.82	4.24	4.86	5.82	7.90
								2	3.98	4.40	5.02	6.02	8.10
								3	4.02	4.44	5.06	6.08	8.16
								4	4.08	4.50	5.12	6.14	8.22
		CP-2197		HST-3713			HTK-174	1	4.34	4.76	5.38	6.66	8.74
								2	4.50	4.92	5.54	6.86	8.94
								3	4.54	4.96	5.58	6.92	9.00
								4	4.60	5.02	5.64	6.98	9.06
		2235	1310	H-3713PC			HT-235	P	1.90	2.22	2.64	3.30	5.04
		CP-2235	CD-1310	HS-3713PC			HTK-235	P	2.26	2.58	3.00	3.94	5.68
		2239	1300	H-3713			HT-239	1	3.46	3.88	4.50	5.46	7.54
								2	3.62	4.04	4.66	5.66	7.74
								3	3.66	4.08	4.70	5.72	7.80
								4	3.72	4.14	4.76	5.78	7.86
		CP-2239		HS-3713			HTK-239	1	3.98	4.40	5.02	6.10	8.18
								2	4.14	4.56	5.18	6.30	8.38
								3	4.18	4.60	5.22	6.36	8.44
								4	4.24	4.66	5.28	6.42	8.50

TABLE 28—REGULAR WEIGHT BUTT HINGES

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley Works	Finish group	List prices for various sizes in inches (per pair with screws)							
									2 x 2	2½ x 2½	3 x 3	3½ x 3½	4 x 4	4½ x 4½	5 x 5	6 x 6
									1174	1740	T-3713		174	1	\$2.16	\$2.82	$3.24	$3.86	$4.82	$6.50
	CP-1174	ST-3713		K-174	1	2.32	2.98	3.40	4.02	5.02	6.70					
1500	1800-A	3313		175	1	2.36	3.02	3.44	4.06	5.08	6.76					
	1193	1801-A	T-3313		194	1	2.42	3.08	3.50	4.12	5.14	6.82				
	1239	2415	3713		239	1	2.46	3.12	3.54	4.16	5.18	6.86				
	CP-1239	S-3713		K-239	1	2.88	3.54	3.96	4.58	5.60	7.28					

TABLE 29—REGULAR WEIGHT BUTT HINGES FOR FOLDING OR ACCORDION DOORS

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley Works	Finish group	List prices for various sizes in inches (per pair with screws)												
									3x4	3x6	3½x5	3½x6	4x5	4x6	4x7	4½x5	4½x6	4½x7	4½x8	5x7	5x8
									2243	2410	2798	500	243	1	\$1.20	\$1.24	\$1.34	\$1.76	\$2.18	\$2.60	\$3.30	$3.60	$4.04	$4.40	$4.90	$5.10	$6.30
	CP-2243	S-2798		K-243	1	1.36	1.40	1.50	1.92	2.34	2.76	3.46	3.80	4.24	4.60	5.10	5.30	6.50			
	BB-2243	B-2798		BB-243	1	1.40	1.44	1.54	1.96	2.38	2.80	3.50	3.86	4.30	4.66	5.16	5.36	6.56			
	BB-CP-2243	SB-2798		BBK-243	1	1.46	1.50	1.60	2.02	2.44	2.86	3.56	3.92	4.36	4.72	5.22	5.42	6.62			

TABLE 30—REGULAR WEIGHT BUTT HINGES

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley Works	Finish group	List prices for various sizes in inches (per pair with screws)							
									2 x 2	2½ x 2½	3 x 3	3½ x 3½	4 x 4	4½ x 4½	5 x 5	6 x 6
									879	177	1146	1790	T-714½PC	500T		146	P	$0.82	$0.84	$0.86	$1.00	$1.74	$2.86
	Z-177	CP-1279		ST-2714			K-146	P	1.18	1.20	1.22	1.36	2.38	3.50		
		1279½	1793	T-3714			179	1	.76	.78	.80	.94	1.68	2.80		
		CP-1279½		ST-3714			K-179	1	.92	.94	.96	1.10	1.88	3.00		
	220½	1241½	2412	3714			179½	1	.96	.98	1.00	1.14	1.94	3.06		
	Z-220½	CP-1241½		S-3714			K-179½	1	1.02	1.04	1.06	1.20	2.00	3.12		

TABLE 31—REGULAR WEIGHT BUTT HINGES

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley Works	Finish group	List prices for various sizes in inches (per 100 pairs with screws)							
									2 x 2	2½ x 2½	3 x 3	3½ x 3½	4 x 4	4½ x 4½	5 x 5	6 x 6
*441.....	220.....	1241.....	2410.....	2714.....	500.....	142.....	241.....	1.....	\$38.90	\$39.60	\$40.40	\$41.20	\$55.30	\$129.80	\$239.30	\$478.70
								2.....	54.90	55.60	56.40	57.20	71.30	149.80	259.30	502.70
								3.....	58.90	59.60	60.40	61.20	75.30	155.80	265.30	508.70
								4.....	64.90	65.60	66.40	67.20	81.30	161.80	271.30	528.70
								5.....	168.90	169.60	170.40	171.20	185.30	349.80	459.30	828.70
								CM.....	124.90	125.60	126.40	127.20	141.30	271.80	381.30	678.70
								J.....	35.30	36.00	36.80	37.60	50.00	120.00	220.00	449.50
								J1.....	38.90	39.60	40.40	41.20	55.30	129.80	239.30	478.70
*441 Cad.	Z-220...	CP-1241..	CD-2410..	S-2714.....	500 Sher.....	142 Cad.	K-241...	1.....	90.90	91.60	92.40	93.20	107.30	213.80	323.30	588.70
								2.....	106.90	107.60	108.40	109.20	123.30	233.80	343.30	612.70
								3.....	110.90	111.60	112.40	113.20	127.30	239.80	349.30	618.70
								4.....	116.90	117.60	118.40	119.20	133.30	245.80	355.30	638.70
*442.....	P-240.....	1242.....	2420.....	714½PC.....	502PC.....	144.....	242.....	P.....	44.40	45.10	45.90	46.70	60.80	135.30	244.80	484.20
*442 Cad.	PZ-240..	CP-1242..	CD-2420..	S-714½PC..	502 Sher. P. C.	144 Cad.	K-242...	P.....	80.40	81.10	81.90	82.70	96.80	199.30	308.80	568.20

TABLE 32—REGULAR WEIGHT BUTT HINGES

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley Works	Finish group	List prices for various sizes in inches (per dozen pairs without screws)										
									2 x 2	2½ x 2	2½ x 2½	3 x 2½	3 x 3	3½ x 3	3½ x 3½	4 x 4	4½ x 4½	5 x 5	6 x 6
	120.....	1731.....	7310.....	714-J.....	500-J.....	1 3 7 ½ with-out screws.	731.....	J.....	\$4.00	\$4.10	\$4.10	\$4.24	\$4.24	\$4.40	\$4.40	\$5.70	\$13.50	\$24.60	\$52.00
	20.....	1823.....	8230.....	714.....	500 Brt. S.		823.....	P. S.....	2.54	2.82	2.82	2.92	2.92	3.24	3.24	5.06	11.00	21.50	46.20

TABLE 33—REGULAR WEIGHT BUTT HINGES

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley Works	Finish group	List prices for various sizes in inches (per 100 pairs with screws)										
									2 x 2	2½ x 2	2½ x 2½	3 x 2½	3 x 3	3½ x 3	3½ x 3½	4 x 4	4½ x 4½	5 x 5	6 x 6
	21.....	WS-1823..	SC-8230..	SC-714..	500 Brt. S.	328½..	SC-823.	P. S.....	\$32.40	\$33.20	\$33.20	\$34.00	\$34.00	\$34.80	\$34.80	\$49.00	\$112.70	\$204.30	\$430.00
		WS-1823-CP.	CD-2410-CD.	SC-714-CA.	500 Sher ..		823.....	K.....	54.90		55.60		56.40		57.20	71.30	149.80	259.30	502.70
	1220.....	WS-1345..	2410-HGBP.	SC-714 G-BR.	500 Gal. BP		1345.....	RBP..	84.60		85.40		86.40		111.00	141.00	224.30	355.30	652.00

TABLE 34—HALF SURFACE HINGES BUTT "HALF H"

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley Works	Finish group	List prices for various sizes in inches (per pair with screws)	
									8	7
		201.....		522.....			557.....	P.....	\$0.70	\$1.08
								J1.....	.70	1.08
								KJ1.....	1.05	1.44
							TMS-557.....	P.....		1.44
								J1.....		1.44
								KJ1.....		1.80

TABLE 35—HALF SURFACE BUTT HINGES "HALF H-L"

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley Works	Finish group	List prices for various sizes in inches (per pair with screws)	
									3	7
				523.....			558.....	P.....	\$0.80	\$1.30
								J1.....	.80	1.30
								KJ1.....	1.15	1.64
							TMS-558.....	P.....		1.66
								J1.....		1.66
								KJ1.....		2.00

TABLE 36—REGULAR WEIGHT HALF SURFACE BUTT HINGES

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley Works	Finish group	List prices for various sizes in inches (per 100 pairs with screws)						
									1½	2	2½	3	3½	4	4½
	P-487		364	745½-PC S-745½-PC			125 K-125	P P	\$33.80 47.00	\$41.00 53.80	\$65.50 102.00	\$69.50 105.50	\$73.40 109.40	\$102.50 138.50	\$181.50 245.50
	485	1100 1125 1150	344 345 1357	2740 2745 2735	400 420 450	210 600	160 165 164	1 2 3 4 5	27.80 27.80 30.80 30.80 59.00	35.00 35.00 39.20 39.20 66.00	59.50 75.50 79.50 85.50 189.50	63.50 79.50 83.50 89.50 193.50	67.40 83.40 87.40 93.40 197.40	96.50 112.50 116.50 122.50 226.50	175.50 195.50 201.50 207.50 395.50
	Z-485	CP-1100 CP-1125 CP-1150		S-2740 S-2745 S-2735			K-160 K-165	1 2 3 4	49.20 49.20 52.20 52.20	56.00 56.00 60.40 60.40	111.50 127.50 131.50 137.50	115.50 131.50 135.50 141.50	119.40 135.40 139.40 145.40	148.50 164.50 168.50 174.50	259.50 279.50 285.50 291.50

TABLE 37—REGULAR WEIGHT BUTT HINGES LOOSE JOINT

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley Works	Finish group	List prices for various sizes in inches (per pair with screws)		
									3 x 3	3½ x 3½	4 x 4
		186 CP-186 1216 CP-1216		T-792-PC ST-792-PC 792-PC S-792-PC			86 K-86 216 K-216	P P P P	\$1.02 1.38 .66 1.02	\$1.20 1.56 .84 1.20	\$1.42 1.78 1.06 1.42

TABLE 38—TRANSOM BUTT HINGES

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley Works	Finish group	List prices for various sizes in inches (per pair with screws)				
									2 x 2	2½ x 2½	3 x 3	3½ x 3½	4 x 4
	182	1148 CP-1148 1178	8061 CD-8061 8081	T-705-PC ST-705-PC T-2705			148 K-148 178	P P 1 2 3 4 5	\$0.78 1.14 .78 .94 .98 1.04 2.08	\$0.82 1.18 .82 .98 1.02 1.08 2.12	\$0.86 1.22 .86 1.02 1.06 1.12 2.16	\$1.38 1.74 1.38 1.54 1.58 1.64 2.68	
		CP-1178		ST-2705			K-178	1 2 3 4	1.30 1.46 1.50 1.56	1.34 1.50 1.54 1.60	1.38 1.54 1.58 1.64	1.90 2.06 2.10 2.16	
		1176	8083				178½	1 2 3 4	1.38 1.54 1.58 1.64	1.42 1.58 1.62 1.68	1.56 1.72 1.76 1.82	2.04 2.20 2.24 2.30	
		CP-1176					K-178½	1 2 3 4	1.90 2.06 2.10 2.16	1.94 2.10 2.14 2.20	2.08 2.24 2.28 2.34	2.56 2.72 2.76 2.82	
		1508½	8070-A	3305			192½	1-2 3-4-5 CM-CMD NM	2.50 2.90 3.50 3.86	2.50 2.90 3.50 3.86	3.96 4.50 5.10 6.00	5.10 5.64 6.24 7.50	
		1648½	8071-A	T-3305			196½	1-2 3-4-5 CM-CMD NM	2.86 3.26 3.86 4.22	2.86 3.26 3.86 4.22	4.32 4.86 5.46 6.36	5.46 6.00 6.60 7.86	
		1290 CP-1290 1291	8060 CD-8060 SC-8080	705-PC S-705-PC 2705			290 K-290 291	P P J 1 2 3 4 5	\$0.38 .74 .32 .38 .54 .58 .64 1.68	.42 .78 .36 .42 .58 .62 .68 1.72	.46 .82 .40 .46 .62 .66 .72 1.80	.50 .86 .60 .50 .66 .70 .76 2.32	
		CP-1291		S-2705			K-291	1 2 3 4	.90 1.06 1.10 1.16	.94 1.14 1.18 1.24	.98 1.14 1.18 1.24	1.54 1.70 1.74 1.80	
		1291½	8082	3705			291½	1 2 3 4	.98 1.14 1.18 1.24	1.02 1.18 1.22 1.28	1.06 1.22 1.26 1.32	1.68 1.84 1.88 1.94	
		CP-1291½		S-3705			K-291½	1 2 3 4	1.50 1.66 1.70 1.76	1.54 1.70 1.74 1.80	1.58 1.74 1.78 1.84	2.20 2.36 2.40 2.46	

NOTE: All the above type numbers in Table 38 furnished with Drive Pin Oval Button Tip Type add 0.06 Per Pair to List Prices.

TABLE 39—REGULAR WEIGHT FULL SURFACE HINGES

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley Works	Finish group	List prices for various sizes in inches (per 100 pairs with screws)					
									1½	2	2½	3	3½	4
		1221.....	340.....	2748.....	455.....		166.....	1.....	\$27.80	\$35.00	\$59.50	\$63.50	\$67.40	\$96.50
								2.....	27.80	35.00	75.50	79.50	83.40	112.50
								3.....	30.80	39.20	79.50	83.50	87.40	116.50
								4.....	30.80	39.20	85.50	89.50	93.40	122.50
								5.....	59.00	66.00	189.50	193.50	197.40	229.50

TABLE 40—BUTT STRAP HINGES AND STRAPS

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley Works	Finish group	List prices for various sizes in inches (per pair with screws)				
									6½	8¾	9	13	18
							1858.....	J1.....	\$0.74	\$0.68	\$1.16	\$1.36	\$2.60
								KJ1.....	1.08	1.36	1.76	2.28	4.28
		205.....		5558.....			1858½.....	J1.....	1.08	1.36	1.76	2.28	4.28
								KJ1.....	1.44	1.86	2.36	3.20	6.00
								WR5.....	1.60	2.05	2.60	3.55	.....
							HP-1858.....	J1.....	.46	.56	.70	.78	1.58
								KJ1.....	.70	.84	1.06	1.40	2.60
							HP-1858½.....	J1.....	.70	.84	1.06	1.40	2.60
								KJ1.....	.94	1.12	1.40	2.04	3.70

TABLE 41—EXTRA HEAVY FULL SURFACE HINGES

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley Works	Finish group	List prices for various sizes in inches (per dozen pairs without screws)									
									2 x 2	2½ x 2½	3 x 3	3½ x 3	3½ x 3½	4 x 3	4 x 4	4½ x 4½	5 x 5	6 x 6
		1850.....	8500.....	706.....			850.....	PS.....	\$3.76	\$6.56	\$8.24	\$11.48	\$13.00	\$14.60	\$16.40	\$20.80	\$31.00	\$47.20
								KBP.....	5.74	10.00	12.36	16.00	17.50	20.60	22.40	24.80	39.70	59.40
								RBP.....	6.60	11.40	13.80	17.66	19.40	23.00	24.84	30.70	44.20	66.20

TABLE 42—TRIPLE WEIGHT CONCEALED BALL BEARING HINGES

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley Works	Finish group	List prices for various sizes in inches (per pair without screws) 5 x 6
								BB-852.....	P..... \$31.00
								BB-852½.....	P..... 25.60
								BB-852¾.....	P..... 40.00

TABLE 43—NARROW BUTT HINGES

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley Works	Finish group	List prices for various sizes in inches (per dozen pairs with screws)				
									1	1½	2	2½	3
*938.....	260.....	1284.....	810.....	2719.....	518.....	388.....	284.....	J.....	\$1.68	\$1.80	\$1.94	\$2.36	\$3.16
								1.....	1.90	2.00	2.18	2.64	3.59
								2.....	2.70	2.80	2.98	3.44	4.30
								3.....	2.80	2.90	3.08	3.54	4.40
								4.....	3.30	3.40	3.58	4.04	4.90
*940.....	265.....	1286.....	820.....	2721.....	508.....	048.....	286.....	J.....	1.80	1.90	2.08	2.52	3.34
								1.....	1.96	2.10	2.28	2.78	3.68
								2.....	2.86	2.90	3.08	3.58	4.48
								3.....	2.96	3.00	3.18	3.68	4.58
								4.....	3.46	3.50	3.68	4.18	5.08
		1315.....	850-HGBP.....	SC-700GBR.....			1315.....	RBP.....	3.50	4.40	5.10	7.70	
		1317.....	810-HGBP.....	719G-BR.....			1317.....	RBP.....	2.90	3.16	4.00	4.60	7.20

TABLE 44—NARROW BUTT HINGES

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley Works	Finish group	List prices for various sizes in inches (per dozen pairs without screws)															
									¾	1	1¼	1½	1¾	2	2½	3	3½	4	4½	5	6			
*38-BRT. S...	260 BRT.	1800... 1838...	850... 810-BRT.	700... 719...	518 Brt. S.	388 Brt. S.	800... 838...	P. S.	\$0.74	\$0.92	\$1.16	\$1.26	\$1.36	\$1.58	\$2.18	\$2.46								
*940-BRT. S...	265 BRT.	1840...	820-BRT.	721...	508 Brt. S. without screws.	048 Brt. S.	840...	P. S.	.74	.74	.88	1.10	1.22	1.30	1.50	2.10	2.36	3.80	8.80	16.70	37.80			

TABLE 45—BROAD BUTT HINGES

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley Works	Finish group	List prices for various sizes in inches (per dozen pairs without screws)										
									2 x 2	2½ x 2	2½ x 2½	3 x 2½	3 x 3	3½ x 3	3½ x 3½	4 x 4	4½ x 4½	5 x 5	6 x 6
*904-B R.T. S. without screws.	255 BRT..	1804..	8040.....	703....	504-BRT. S. without screws.	.....	804....	P. S.....	\$2.18	\$2.36	\$2.36	\$2.46	\$2.46	\$2.60	\$2.60	\$4.40	\$9.66	\$19.00	\$39.70
*908 BRT. S.	225 BRT..	1808..	8080-BRT.	705....	505-BRT. S. without screws.	.....	880....	P. S.....	2.10	2.32	2.32	2.40	2.40	2.60	2.60	4.28	9.10	17.60	37.80
*934.....	280 BRT..	1834..	830-BRT..	717....	.....	.....	834....	P. S.....	2.00	2.18	2.18	2.28	2.28	.....	.....	.....	.....	.....	.....

TABLE 46—BROAD BUTT HINGES

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley Works	Finish group	List prices for various sizes in inches (per 100 pairs with screws)					
									2 x 2	2½ x 2	2½ x 2½	3 x 2½	3 x 3	3½ x 3
*604 Brt. S.	SC-255.....	WS-1804.	SC-8040.....	SC-703..	504 Brt. S.....	408½ Brt. S.....	SC-804..	P. S.....	\$27.40	\$28.40	\$28.40	\$29.30	\$29.20	\$30.20
*904 Brt. S.	SC-255.....	WS-1804.	SC-8040.....	SC-703..	504 Brt. S.....	408½ Brt. S.....	SC-804..	P. S.....	\$30.20	\$42.50	\$97.60	\$176.60	\$371.00	
*908 Galv..	BP 1225 G.....	1319.....	SC-8060HGBP.	705.....	505 Galv. B. P.	880½ Galv. B. P.	1319.....	R. B. P.	\$43.00	\$47.66	\$47.66	\$64.60	\$64.60	\$79.50
*908 Galv..	BP 1225 G.....	1319.....	SC-8060HGBP.	705.....	505 Galv. B. P.	880½ Galv. B. P.	1319.....	R. B. P.	\$79.50	\$103.40	\$179.20	\$280.40	\$526.00	
*904 Galv..	BP SC-1255.....	1334.....	SC-8040HGBP.	703.....	504 Galv. B. P.	408½ Galv. B. P.	1334.....	R. B. P.	\$45.10	\$50.20	\$50.20	\$68.10	\$68.10	\$83.70
*904 Galv..	BP SC-1255.....	1334.....	SC-8040HGBP.	703.....	504 Galv. B. P.	408½ Galv. B. P.	1334.....	R. B. P.	\$83.70	\$109.10	\$188.24	\$294.40	\$554.60	

TABLE 47—BROAD BUTT HINGES

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley Works	Finish group	List prices for various sizes in inches (per dozen pairs with screws)										
									2 x 2	2½ x 2	2½ x 2½	3 x 2½	3 x 3	3½ x 3	3½ x 3½	4 x 4	4½ x 4½	5 x 5	6 x 6
904 Cad.....	255 Cad..... 1255 Cad. B. P. 225 Cad.....	WS-1804CP.	.....	703.....	504 Sher.....	408½ Cad.	804..... 804.....	K..... KBP	\$3.76 4.30	\$4.00 4.80	\$4.00 4.80	\$5.50 6.60	\$5.50 6.60	\$6.80 8.10	\$6.80 8.10	\$8.90 10.50	\$16.20 18.20	\$25.80 28.30	\$51.50 57.00
*908 Cad.....	1225 Cad. B. P.	WS-1808CP.	8080.....	705.....	505 Sher. S. P.	880½ Cad.	808.....	K..... KBP.	3.60 4.04	3.86 4.60	3.86 4.60	5.26 6.26	5.26 6.26	6.44 7.72	6.44 7.72	8.46 10.10	15.64 17.50	24.80 27.60	49.70 55.20

TABLE 48—LIGHT FAST PIN BUTT HINGES

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley Works	Finish group	List prices for various sizes in inches (per dozen pairs without screws)			
									1	1¼	1½	1¾
*	1842.....	860.....	723.....	.....	.....	.....	842.....	P. S.....	\$1.08	\$1.16	\$1.26	\$1.64

TABLE 49—LOOSE JOINT BUTT HINGE, NARROW

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley Works	Finish group	List prices for various sizes in inches (per dozen pairs without screws)				
									2	2½	3	3½	4
•	712.....	1802.....	818.....	.....	538 Brt. S.....	.....	802.....	P. S.....	\$1.76	\$2.18	\$2.98	\$3.26	\$5.20

TABLE 50—LOOSE JOINT BUTT HINGES, BROAD

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley works	Finish group	List prices for various sizes in inches (per dozen pairs without screws)				
									2 x 2	2½ x 2½	3 x 3	3½ x 3½	4 x 4
•	706 B. R. T.....	1806.....	.....	702.....	506 Brt. S. without screws.	608.....	806.....	P. S.....	\$2.88	\$3.16	\$3.26	\$3.68	\$6.00

TABLE 51—LOOSE JOINT BUTT HINGES, BROAD

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley Works	Finish group	List prices for various sizes in inches (per dozen pairs with screws)				
									2 x 2	2½ x 2½	3 x 3	3½ x 3½	4 x 4
•	SC706.....	1806-J 1321.....	.....	702 J..... 702G-BR.....	506 Brt. S. 506G-BP.....	608½.....	S. C. 806 1321.....	J..... R. B. P.....	\$4.64 6.00	\$5.06 6.74	\$5.20 8.90	\$5.70 11.00	\$8.20 14.70

TABLE 52—BACK FLAPS

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley Works	Finish group	List prices for various sizes in inches (per dozen pairs without screws)						
									¾	1	1¼	1½	1¾	2	
•	•	•	•	•	•	•	•	•	\$1.46	\$1.58	\$1.82	\$2.00	\$2.46	\$3.22	\$3.96
•	184.....	1813.....	827.....	708.....	.....	.....	819.....	P. S.....	1.26	1.44	1.64	1.76	2.28	2.90	3.44
•	186.....	1814-1814½.....	825.....	709.....	.....	.....	814-814½.....	P. S.....	1.26	1.26	1.64	1.76	2.80	3.22	3.22
•	•	1816-1816½.....	826.....	711.....	.....	.....	816-816½.....	P. S.....	1.36	1.44	1.76	2.08	2.74	3.22	3.22
•	615.....	1810.....	815.....	707.....	.....	.....	810.....	P. S.....	.....	.....	.....	3.00	.....	.....	4.64
•	•	1820.....	865.....	.....	.....	.....	820.....	P. S.....	.....	.....	.....	.....	.....	.....	.....

TABLE 53—BACK FLAPS AND FOLDING SCREEN HINGES

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley Works	Finish group	List price for various sizes in inches (per dozen pairs with screws)					
									1	1¼	1½	1¾	2	
•	•	1313.....	.....	711G-BR.....	.....	.....	1313.....	R. B. P.....	\$2.10	\$2.76	\$3.76	\$4.50	\$4.80	.....
•	•	•	•	•	•	•	875.....	A-C-F..... N-N5.....	\$4.40 6.34	\$4.70 6.74	\$5.00 7.20	\$5.60 8.00	\$6.10 9.70	6.74 10.00

TABLE 54—TRAP DOOR AND END GATE HINGES

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley Works	Finish group	List prices for various sizes in inches (per dozen pairs without screws)	
									8	10
•	•	1924.....	.....	.....	.....	.....	923.....	P. S.....	\$24.65	\$30.50
•	•	1924 CP.....	.....	.....	.....	.....	938.....	K..... P. S.....	30.25	37.15
•	•	•	875.....	827.....	.....	.....	.....	.....	\$3.90	.....

TABLE 55—PARLIAMENT BUTT HINGES

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley Works	Finish group	List prices for various sizes in inches (per dozen pairs with screws)										
									3	3½	4	4½	5	5½	6	7	8	10	12
	780.....	1260.....	244.....	2716.....	650.....		260.....	1.....	\$6.14	\$7.26	\$8.40	\$9.10	\$10.10	\$12.30	\$14.00	\$15.00	\$19.00	\$21.00	\$27.70
								2.....	7.04	8.16	9.30	10.00	11.00	13.20	14.90	16.20	20.20	22.20	28.90
								3.....	7.34	8.46	9.60	10.30	11.30	13.50	15.20	16.50	20.50	22.50	29.20
								4.....	8.24	9.36	10.50	11.20	12.20	14.40	16.10	17.40	21.40	23.40	30.10
	780.....	1828 C P.....	244.....	S-716.....	650 Sher.....		828.....	K.....	7.04	8.16	9.30	10.00	11.00	13.20	14.90	16.20	20.20	22.20	28.90
									2½	3	3½	4	4½	5	5½	6	7	8	10
		1333.....		715 G-BR.....			1333.....	R. B. P.....	\$8.10	\$8.64	\$9.50	\$10.70	\$11.50	\$12.70	\$13.60	\$15.30	\$16.90	\$18.40	\$21.20

TABLE 56—PARLIAMENT BUTT HINGES

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley Works	Finish group	List prices for various sizes in inches (per dozen pairs without screws)					
									3	3½	4	4½	5	5½
	780 BRT.....	1528.....	244 BRT.....	716.....			828.....	P. S.....	\$4.00	\$5.00	\$5.10	\$5.80	\$7.30	\$8.40
									6	7	8	10	12	
	780 BRT.....	1828.....	244 BRT.....	716.....			828.....	P. S.....	\$8.80	\$10.80	\$12.60	\$17.20	\$22.10	
									2½	3	3½	4	4½	5
		1830.....		715.....			830.....	P. S.....	\$3.26	\$3.70	\$4.10	\$4.30	\$5.06	\$6.40
									5½	6	7	8	10	
		1830.....		715.....			830.....	P. S.....	\$7.10	\$7.40	\$9.10	\$10.80	\$14.90	

TABLE 57—CABINET BUTT HINGES

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley Works	Finish group	List prices for various sizes in inches (per dozen pairs with screws)				
									2 x 2	2½ x 2	2½ x 2½	3 x 2½	3 x 3
		1589.....	2400-A.....	3318.....			189.....	1-2.....	\$9.40	\$12.00	\$14.20	\$17.30	\$19.60
								3-4-5.....	11.40	14.00	16.20	19.30	21.60
								CM-CMD.....	15.60	18.20	20.40	23.50	25.80
								NM.....	15.20	18.70	21.60	25.70	28.80
	P-470.....	1285.....	2850.....	718½-PC.....	629-PC.....	984-PC.....	285.....	P.....	3.26	3.52	3.80	4.46	4.76
	PZ-470.....	CP-1285.....	CD-2850.....	S-718½-PC.....	629 Sher PC.....		K-285.....	P.....	5.36	5.62	5.90	6.56	6.86
	490.....	1289.....	2400.....	2718.....	628.....		289.....	J.....	2.60	2.80	3.06	3.70	4.00
								1.....	2.90	3.16	3.44	4.10	4.40
								2.....	3.70	3.96	4.24	4.90	5.20
								3.....	3.80	4.06	4.34	5.00	5.30
								4.....	4.30	4.56	4.84	5.50	5.80
								5.....	6.60	6.86	7.14	7.80	8.10
								CM.....	8.50	8.76	9.04	9.70	10.00
	Z-490.....	CP-1289.....		S-2718.....	628 Sher.....		K-289.....	1.....	5.50	5.76	6.04	6.70	7.00
								2.....	6.30	6.56	6.84	7.50	7.80
								3.....	6.40	6.66	6.94	7.60	7.90
								4.....	6.90	7.16	7.44	8.10	8.40
	490½.....	1289½.....	2402.....	3718.....			289½.....	1.....	5.90	6.10	6.50	7.90	8.30
								2.....	6.70	6.90	7.30	8.70	9.10
								3.....	6.80	7.00	7.40	8.80	9.20
								4.....	7.30	7.50	7.90	9.30	9.70
		CP-1289½.....		S-3718.....			K-289½.....	1.....	8.50	8.70	9.10	10.50	10.90
								2.....	9.30	9.50	9.90	11.30	11.70
								3.....	9.40	9.60	10.00	11.40	11.80
								4.....	9.90	10.10	10.50	11.90	12.30

TABLE 58—CABINET BUTT HINGES NARROW

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley Works	Finish group	List prices for various sizes in inches (per dozen pairs with screws)			
									1½	2	2½	3
		1595.....	240-A.....	3322.....			195.....	1-2.....	\$7.00	\$8.50	\$10.30	\$15.60
								3-4-5.....	9.00	10.50	12.30	17.60
								CM-CMD.....	13.20	14.70	16.50	21.80
								NM.....	12.00	14.00	16.40	23.50
								CM-BLT.....	14.70	16.20		
		1282.....	239.....	722½-PC.....	529 PC.....	594 PC.....	282.....	P.....	2.96	3.16	3.36	4.26
		CP-1282.....	CD-239.....	S-722½-PC.....	529 Sher. PC.....		K-282.....	P.....	5.06	5.26	5.46	6.36

TABLE 58—CABINET BUTT HINGES NARROW—continued

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley Works	Finish group	List prices for various sizes in inches (per dozen pairs with screws)			
									1½	2	2½	3
*295.....	300.....	1295.....	240.....	2722.....	528.....	592.....	295.....	J.....	\$2.40	\$2.50	\$2.74	\$3.50
								1.....	2.60	2.80	3.00	3.90
								2.....	3.40	3.60	3.80	4.70
								3.....	3.50	3.70	3.90	4.50
								4.....	4.00	4.20	4.40	5.30
								5.....	6.30	6.50	6.70	7.60
								CM.....	8.20	8.40	8.60	9.50
								CM-BLT.....	9.70	9.90		
*295 Cad..	Cad. Z-300..	CP-1295.....		S-2722.....	528 Sher.....		K-295.....	1.....	5.20	5.40	5.60	6.50
								2.....	6.00	6.20	6.40	7.30
								3.....	6.10	6.30	6.50	7.40
								4.....	6.60	6.80	7.00	7.90
	300½.....	1295½.....	242.....	3722.....			295½.....	1.....	5.50	5.80	6.14	7.80
								2.....	6.30	6.60	6.94	8.60
								3.....	6.40	6.70	7.04	8.70
								4.....	6.90	7.20	7.54	9.20
		CP-1295½.....		S-3722.....			K-295½.....	1.....	8.10	8.40	8.74	10.40
								2.....	8.90	9.20	9.54	11.20
								3.....	9.00	9.30	9.64	11.30
								4.....	9.50	9.80	10.14	11.80

TABLE 59—LIGHT STRAP HINGES

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley Works	Finish group	List prices for various sizes in inches (per 100 pairs with screws)			
									2	3	4	5
*SC-700.....	SC-300.....	WS-1900.....	SC-920.....	SC-800.....	SC-102.....	405½.....	SC-600.....	PS.....	\$18.30	\$20.20	\$24.70	\$32.10
	SC-300J.....	WS-1900J.....	SC-920J.....		SC-102J.....		SC-600J.....	J.....	21.00	23.20	28.50	36.90
*SC700Galv.....	SC300Galv.....	WS-1300G.....	SC920HGSP.....	SC-800G.....			SC-1300.....	R.....	30.70	34.20	42.60	55.70
*SC700Galv.BP.....	SC2300.....	WS-1300¼G.....	SC920HGSP.....	SC800G-BR.....	SC102Galv.BP.....	405½Galv.BP.....	SC-1300¼.....	RBP.....	32.00	35.60	45.80	61.50
*SC700Cad.....	SC-300Cad.....	WS-1900-CP.....	SC920Cd.....	SC800-GA.....	SC102-Sher.....	405½-Cad.....		K.....	27.60	30.80	38.35	50.10

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley Works	Finish group	List prices for various sizes in inches (per 100 pairs with screws)			
									6	8	10	12
*SC-700.....	SC-300.....	WS-1900.....	SC-920.....	SC-800.....	SC-102.....	405½.....	SC-900.....	PS.....	\$37.20	\$57.60	\$99.40	\$165.60
	SC-300J.....	WS-1900J.....	SC-920J.....		SC-102J.....		SC-900J.....	J.....	42.80	66.30	114.30	190.50
*SC700Galv.....	SC300Galv.....	WS-1300G.....	SC920HGSP.....	SC-800G.....			SC-1300.....	R.....	76.50	110.20	170.40	263.30
*SC700Galv.BP.....	SC2300.....	WS-1300¼G.....	SC920HGSP.....	SC800G-BR.....	SC102Galv.BP.....	405½Galv.BP.....	SC-1300¼.....	RBP.....	80.20	113.90	164.30	253.20
*SC700Cad.....	SC-300Cad.....	WS-1900-CP.....	SC920Cd.....	SC800-GA.....	SC102-Sher.....	405½-Cad.....		K.....	68.85	99.00	153.35	237.00

TABLE 60—HEAVY STRAP HINGES

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley Works	Finish group	List prices for various sizes in inches (per 100 pairs with screws)		
									4	5	6
*SC-702.....	SC-400.....	WS-1902.....	SC-922.....	SC-803.....	SC-103.....	415½.....	SC-902.....	P. S.....	\$31.90	\$40.80	\$46.30
	SC-400J.....	WS-1902J.....	SC-922J.....		SC-103J.....		SC-902J.....	J.....	36.60	47.00	53.30
*SC702Galv.....	SC400Galv.....	WS-1302G.....	SC922HGSP.....	SC-803G.....			SC-1302.....	R.....	62.40	76.80	105.00
*SC702Galv.BP.....	SC-2400.....	WS-1302¼G.....	SC922HGSP.....	SC-803G-BR.....	SC103Galv.BP.....	415½Galv.BP.....	SC-1302¼.....	RBP.....	57.80	81.40	112.80
*SC702Cad.....	SC-400Cd.....	WS-1902-CP.....	SC922-Cd.....	SC-803-CA.....	SC-103Sher.....	415½-Cad.....		K.....	47.15	69.10	94.50

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley Works	Finish group	List prices for various sizes in inches (per 100 pairs with screws)		
									8	10	12
*SC-702.....	SC-400.....	WS-1902.....	SC-922.....	SC-803.....	SC-103.....	415½.....	SC-902.....	P. S.....	\$70.70	\$116.10	\$228.00
	SC-400J.....	WS-1902J.....	SC-922J.....		SC-103J.....		SC-902J.....	J.....	81.30	133.60	262.20
*SC702Galv.....	SC400Galv.....	WS-1302G.....	SC922HGSP.....	SC-803G.....			SC-1302.....	R.....	167.30	247.70	415.20
*SC702Galv.BP.....	SC-2400.....	WS-1302¼G.....	SC922HGSP.....	SC-803G-BR.....	SC103Galv.BP.....	415½Galv.BP.....	SC-1302¼.....	RBP.....	183.00	281.60	549.50
*SC702Cad.....	SC-400Cd.....	WS-1902-CP.....	SC922-Cd.....	SC-803-CA.....	SC-103Sher.....	415½-Cad.....		K.....	150.55	222.00	373.50

TABLE 61—CORRUGATED STRAP HINGES

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley Works	Finish group	List prices for various sizes in inches (per 100 pairs with screws)					
									4	5	6	8	10	12
							SC935.....	P. S.....	\$33.50	\$42.60	\$48.60	\$74.30	\$122.00	\$239.40
							SC1305.....	R.....	55.00	80.00	110.30	175.70	260.00	436.00
							SC1305 1/4.....	R. B. P.....	60.70	85.50	115.50	192.20	295.70	577.00

TABLE 62—LIGHT TEE HINGES

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley Works	Finish group	List prices for various sizes in inches (per 100 pairs with screws)			
									3	4	5	6
*SC704.....	SC314.....	WS1904.....	SC924.....	SC805.....	SC104.....	430 1/2.....	SC904.....	P. S.....	\$21.80	\$26.40	\$33.40	\$40.80
	SC314J.....	WS1904J.....	SC924J.....		SC104J.....		SC904J.....	J.....	25.10	30.30	38.40	47.00
*SC704Galv.....	SC314Galv.....	WS1303.....	SC924HGSP.....	SC805G.....	SC104Galv.....	430 1/2HG.....	SC1303.....	R.....	37.10	43.00	54.60	69.20
*SC704Galv.BP.....	SC2314.....	WS1303 1/4.....	SC924HGBP.....	SC805G-BR.....	SC104Galv.BP.....	430 1/2HGBP.....	SC1303 1/4.....	RBP.....	40.80	48.00	60.80	77.60
*SC704Cad.....	SC314Cad.....	WS1904CP.....	SC924Cd.....	SC805CA.....	SC104Sher.....	430 1/2Cd.....		K.....	33.40	38.70	49.15	62.10

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley Works	Finish group	List prices for various sizes in inches (per 100 pairs with screws)		
									8	10	12
*SC704.....	SC314.....	WS1904.....	SC924.....	SC805.....	SC104.....	430 1/2.....	SC904.....	P. S.....	\$60.20	\$85.80	\$139.60
	SC314J.....	WS1904J.....	SC924J.....		SC104J.....		SC904J.....	J.....	69.30	98.60	160.60
*SC704Galv.....	SC314Galv.....	WS1303.....	SC924HGSP.....	SC805G.....	SC104Galv.....	430 1/2HG.....	SC1303.....	R.....	59.60	125.60	191.20
*SC704Galv.BP.....	SC2314.....	WS1303 1/4.....	SC924HGBP.....	SC805G-BR.....	SC104Galv.BP.....	430 1/2HGBP.....	SC1303 1/4.....	RBP.....	114.30	144.40	221.90
*SC704Cad.....	SC314Cad.....	WS1904CP.....	SC924Cd.....	SC805CA.....	SC104Sher.....	430 1/2Cd.....		K.....	89.50	113.00	172.00

TABLE 63—HEAVY TEE HINGES

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley Works	Finish group	List prices for various sizes in inches (per 100 pairs with screws)					
									4	5	6	8	10	12
	SC414.....	WS1906.....	SC926.....	SC807.....			SC906.....	P. S.....	\$35.80	\$40.80	\$47.60	\$66.70	\$107.00	\$183.20
	SC414J.....	WS1906-J.....	SC926J.....				SC906J.....	J.....	41.20	47.00	54.80	76.80	123.10	210.70
	SC414Galv.....	WS1304.....	SC926HG.....	SC807G.....			SC1304.....	R.....	58.70	77.50	100.10	121.30	191.80	296.40
	SC2414.....	WS1304 1/4.....	SC926HGBP.....	SC807G-BR.....			SC1304 1/4.....	RBP.....	69.20	89.00	121.60	145.30	226.30	343.60
	SC414Cad.....	WS1906CP.....	SC926Cd.....	SC807CA.....				K.....	52.80	69.75	90.00	109.15	172.60	266.75

TABLE 64—EXTRA HEAVY TEE HINGES

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley Works	Finish group	List prices for various sizes in inches (per 100 pairs with screws)					
									4	5	6	8	10	12
*SC708.....	SC514.....	WS1908.....	SC928.....	SC809.....	SC105.....	420 1/2.....	SC908.....	P. S.....	39.30	48.70	56.70	85.20	129.60	236.80
	SC514-J.....	WS1908-J.....	SC928-J.....		SC105-J.....		SC908-J.....	J.....	45.00	56.00	65.30	98.00	149.10	272.40
*SC708Galv.....	SC514Galv.....	WS1306.....	SC928HGSP.....	SC809G.....	SC105Galv.....	420 1/2HG.....	SC1306.....	R.....	67.00	83.60	121.00	197.40	281.00	408.00
*SC708GalvBP.....	SC2514GalvBP.....	WS1306 1/4.....	SC928HGBP.....	SC809G-BR.....	SC105Galv.BP.....	420 1/2HGBP.....	SC1306 1/4.....	RBP.....	79.60	105.60	145.80	231.70	323.70	501.60
*SC708Cad.....	SC514Cad.....	WS1908CP.....	SC928Cd.....	SC809CA.....	SC105Sher.....	420 1/2Cd.....		K.....	60.30	84.24	108.90	177.65	252.90	367.20

TABLE 65—CORRUGATED TEE HINGES

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley Works	Finish group	List prices for various sizes in inches (per 100 pairs with screws)					
									4	5	6	8	10	12
							SC937.....	P. S.....	41.30	51.20	59.50	89.50	136.10	248.60
							SC1307.....	R.....	70.40	98.30	127.00	207.30	295.00	428.40
							SC1307 1/4.....	RBP.....	83.60	110.90	153.10	243.30	349.00	526.70

TABLE 66—BRASS STRAP AND TEE HINGES

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley Works	Finish group	List prices for various sizes in inches (per dozen pairs with screws)		
									3	4	5
							SC1850 SC1854	2 2	\$16.50 18.60	\$22.60 24.60	\$29.70 32.50

TABLE 67—LIGHT STRAP HINGES (BULK)

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley Works	Finish group	List prices for various sizes in inches (per dozen pairs without screws)			
									2	3	4	5
*700	300	1900	920	800	102	405	900	P. S.	\$1.26	\$1.36	\$1.82	\$2.46
*700Galv.	300Galv.	1300	920HGSP	800G	102Galv.	405Galv.	1300	R.	2.64	2.88	3.68	4.94
*700Galv.BP	2300	1300¼	920HGBP	800G-BR	102Galv.BP	405Galv.BP	1300¼	RBP	2.76	3.10	4.10	5.74
*700Cad.	300Cad.	1900CP	920Cd.	800CA	102Sher.	405Cad.		K.	2.30	2.60	3.30	4.45

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley Works	Finish group	List prices for various sizes in inches (per dozen pairs without screws)			
									6	8	10	12
*700	300	1900	920	800	102	405	900	P. S.	\$2.84	\$5.06	\$9.30	\$16.70
*700Galv.	300Galv.	1300	920HGSP	800G	102Galv.	405Galv.	1300	R.	7.18	10.90	17.30	27.60
*700Galv.BP	2300	1300¼	920HGBP	800G-BR	102Galv.BP	405Galv.BP	1300¼	RBP	7.70	11.50	19.20	30.40
*700Cad.	300Cad.	1900CP	920Cd.	800CA	102Sher.	405Cad.		K.	6.45	9.80	15.55	24.85

TABLE 68—HEAVY STRAP HINGES (BULK)

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley Works	Finish group	List prices for various sizes in inches (per dozen pairs without screws)			
									4	5	6	8
*702	400	1902	922	803	103	415	902	P. S.	\$2.52	\$3.34	\$3.68	\$6.32
*702Galv.	400Galv.	1302	922HGSP	803G	103Galv.	415Galv.	1302	R.	4.60	7.00	10.10	17.30
*702Galv.BP	2400	1302¼	922HGBP	803GBR	103Galv.BP	415Galv.BP	1302¼	RBP	5.40	7.72	11.22	19.30
*702Cad.	400Cad.	1902CP	922Cd.	803CA	103Sher.	415Cad.		K.	4.15	6.30	9.10	15.55

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley Works	Finish group	List prices for various sizes in inches (per dozen pairs without screws)			
									10	12	14	16
*702	400	1902	922	803	103	415	902	P. S.	\$10.70	\$22.20	\$27.90	\$32.70
*702Galv.	400Galv.	1302	922HGSP	803G	103Galv.	415Galv.	1302	R.	25.40	43.10	47.80	55.80
*702Galv.BP	2400	1302¼	922HGBP	803GBR	103Galv.BP	415Galv.BP	1302¼	RBP	29.60	50.80	59.80	75.75
*702Cad.	400Cad.	1902CP	922Cd.	803CA	103Sher.	415Cad.		K.	22.85	38.80	43.00	50.20

TABLE 69—CORRUGATED STRAP HINGES (BULK)

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley Works	Finish group	List prices for various sizes in inches (per dozen pairs without screws)					
									4	5	6	8	10	12
							935 1305 1305¼	P. S. R. RBP	\$2.64 4.84 5.70	\$3.50 7.40 8.10	\$3.80 10.60 11.80	\$6.64 18.20 20.30	\$11.24 26.70 31.30	\$23.90 45.30 53.40

TABLE 70—CORRUGATED TEE HINGES

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley Works	Finish group	List prices for various sizes in inches (per dozen pairs without screws)					
									4	5	6	8	10	12
							937 1307 1307¼	P. S. R. RBP	\$3.32 6.40 7.60	\$4.20 9.34 11.00	\$4.50 12.20 15.40	\$7.50 20.50 25.10	\$12.30 30.16 35.90	\$24.00 44.70 50.40

TABLE 71—LIGHT TEE HINGES (BULK)

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley Works	Finish group	List prices for various sizes in inches (per dozen without screws)							
									2	3	4	5	6	8	10	12
*704	314	1904	924	805	104	430	904	P. S.	\$1.34	\$1.44	\$1.82	\$2.46	\$3.06	\$3.26	\$7.70	\$13.70
*704Galv	314Galv	1303	924HG	805G	104Galv	430Galv	1303	R.	2.40	2.94	3.50	4.60	6.10	9.60	12.00	19.00
*704GalvBP	2314	1303 1/4	924HGBP	805G-BR	104Galv.BP	430Galv.BP	1303 1/4	RBP	2.94	3.50	4.20	5.50	7.20	11.50	14.40	23.00
*704Cad	314Cad	1904CP	924Cd	805CA	104Sher	430Cad		K.	2.16	2.64	3.15	4.14	5.49	8.64	10.80	17.10

TABLE 72—HEAVY TEE HINGES (BULK)

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley Works	Finish group	List prices for various sizes in inches (per dozen pairs without screws)							
									4	5	6	8	10	12	14	16
*	414	1906	926	807			906	P. S.	\$2.84	\$3.34	\$3.68	\$5.80	\$10.00	\$18.60	\$25.20	\$32.70
*	414Galv	1304	926HGSP	807G			1304	R.	5.30	7.40	9.60	12.00	19.50	31.30	36.90	50.20
*	2414	1304 1/4	926HGBP	807G-BR			1304 1/4	RBP	6.60	8.90	12.20	14.90	23.90	37.40	53.20	66.65
*	414Cad	1906CP	926Cd	807CA				K.	4.77	6.65	8.64	10.80	17.55	28.17	33.20	45.15

TABLE 73—EXTRA HEAVY TEE HINGES (BULK)

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley Works	Finish group	List prices for various sizes in inches (per dozen pairs without screws)				
									4	5	6	8	10
*708	514	1908	928	809	105	420	908	P. S.	\$3.16	\$4.00	\$4.28	\$7.10	\$11.66
*708Galv	514 Galv	1306	928HGSP	809G	105Galv	420Galv	1306	R.	6.06	8.90	11.60	19.50	28.70
*708Galv BP	2514	1306 1/4	928HGBP	809G-BR	105Galv. BP	420Galv. BP	1306 1/4	RBP	7.18	10.50	14.70	23.90	34.20
*708Cad	514 Cad	1908CP	928Cd	809CA	105Sher	420Cad		K.	5.45	8.00	10.44	17.55	25.53

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley Works	Finish group	List prices for various sizes in inches (per dozen pairs without screws)			
									12	14	16	18
*708	514	1908	928	809	105	420	908	P. S.	\$22.80	\$29.50	\$42.80	\$54.50
*708Galv	514 Galv	1306	928HGSP	809G	105Galv	420Galv	1306	R.	42.00	50.80	74.70	96.60
*708Galv. BP	2514	1306 1/4	928HGBP	809G-BR	105Galv. BP	420Galv. BP	1306 1/4	RBP	53.70	62.60	89.60	149.40
*708Cad	514 Cad	1908CP	928Cd	809CA	105Sher	420Cad		K.	37.80	45.72	67.23	86.95

TABLE 74—EXTRA HEAVY TEE HINGES

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley Works	Finish group	List prices for various sizes in inches (per 100 pairs with screws)					
									8	10	12	14	16	18
*67	SC526	WS1963 1/4		843		400	SC963 1/4	PS	\$89.50	\$136.20	\$248.70	\$328.40	\$401.00	
67J	SC526J					400 Galv		J.	98.50	149.80	273.60	361.30	441.20	
	\$C526 Galv	WS1363 1/4 G				400 Galv. BP		R.	207.20	295.20	428.40	523.60	619.20	
	SC2526	WS1363 1/4 BP				400 Cad		RBP	243.20	340.00	526.70	619.20	738.50	
*76	SC527	WS1951	941	845	841	400	SO 965	PS	89.50	136.20	248.70	328.40	401.00	\$505.82
76J	SC527J					400 Galv		J.	98.50	149.80	273.60	361.30	441.20	535.90
	SC527 Galv	WS1351				400 Galv. BP		R.	207.20	295.20	428.40	523.60	619.20	703.50
	SC2527	WS1351 1/4				400 Cad		RBP	243.20	340.00	526.70	619.20	738.50	1,081.08
	SC536	WS1930	940	844	840		SC965	PS	89.50	136.20	248.70	328.40	401.00	
	SC536J	WS1350 1/4						J.	98.50	149.80	273.60	361.30	441.20	
							SC969 1/4	PS	207.20	295.20	428.40	523.60	619.20	
								J.	243.20	340.00	526.70	619.20	738.50	
							SC969 1/2	PS		136.20				
								J.		149.80				
								PS		136.20				
								J.		149.80				

TABLE 75—BOLT HOOK AND SCREW HOOK, STRAP HINGES

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley Works	Finish group	List prices for various sizes in inches (per pair)											
									6	8	10	12	14	16	18	20	22	24	30	36
*703		1925	916	822	Bolt Hook & Hinges	68	952	PS	\$1.08	\$1.12	\$1.58	\$1.72	\$2.24	\$2.46	\$2.90	\$3.00	\$3.50	\$4.20	\$5.20	\$5.70
*701		1973	911	821	Screw Hook & Hinges	57	951	PS	.60	.64	.84	.88	1.26	1.40	1.64	1.86	2.10	2.50	3.24	3.60
	620	1972	917					R.	1.08	1.20	1.58	1.86	2.64	3.00	3.60	4.00	5.06	5.60	6.84	7.40
		1930	913					PS	6.70	7.40	9.50	10.55	14.00	16.00	28.00	29.00	31.30	34.30	49.00	65.70
								R.	9.50	13.20	14.50	16.00	20.75	23.30	35.00	38.50	45.30	46.60	47.60	92.70
									1/2 x 4			5/8 x 5			3/4 x 6					
		1975	915	823			953	PS	\$0.96			\$1.48			\$1.58					

TABLE 76—BOLT HOOKS

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley Works	Finish group	List prices for various sizes in inches (per 100 single)			
									1/2 x 6	5/8 x 8	3/4 x 10	7/8 x 10
*703.....		1970.....	913.....		Bolts only.....		1664.....	PS.....	\$38.40	\$44.90	\$66.70	\$116.40

TABLE 77—SCREW HOOKS

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley Works	Finish group	List prices for various sizes in inches (per single dozen)			
									1/2 x 4	5/8 x 5	3/4 x 6	7/8 x 7
*701 Hooks.....		1974.....	914.....	824.....	Screw Hook only..		1665.....	PS.....	\$2.10	\$2.74	\$4.10	\$5.26

TABLE 78—FULL SURFACE HINGES FOR FOLDING DOORS OF GARAGES

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley Works	Finish group	List prices for various sizes in inches (per pair with screws)									
									4 x 3 1/2	4 x 4	4 x 6	4 1/2 x 4 1/2	4 1/2 x 7	4 1/2 x 9				
63.....		1734.....	842.....	855 J.....			732.....	J.....										
65.....		1966.....		848 J.....	846.....	899.....	734.....	J.....	\$1.82	\$1.06	\$1.68	\$1.68	\$2.00	\$2.10	\$4.20			
													14		17 1/2			
		1965.....		847.....			SC902 1/2.....	J.....						\$1.54		\$2.00		

TABLE 79—EXTRA HEAVY FULL SURFACE BALL BEARING FOLDING DOOR HINGES

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley Works	Finish group	List prices for various sizes in inches (per pair with screws)	
									20	
								BB1452.....	J.....	\$5.34
									J1.....	6.00
									KJ1.....	10.40
								BB1452 1/2.....	J.....	5.34
									J1.....	6.00
									KJ1.....	10.40
								BB1453.....	J.....	5.34
									J1.....	6.00
									KJ1.....	10.40
								BB1453 1/2.....	J.....	5.34
									J1.....	6.00
									KJ1.....	10.40

TABLE 80—EXTRA HEAVY FULL SURFACE BALL BEARING INDUSTRIAL HINGES

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley Works	Finish group	List prices for various sizes in inches (per pair with screws)			
									12	18	24	36
			BB936.....	B1846 J.....			BB1456.....	J.....	\$7.20	\$7.70	\$9.50	\$14.70
								J1.....	8.10	8.60	10.80	15.90
								KJ1.....	11.70	12.50	16.30	22.00
							BBTM1456.....	J.....	7.90	8.40	10.20	15.40
								J1.....	8.80	9.30	11.50	16.60
								KJ1.....	12.40	13.20	17.00	22.70
		BB1901.....	BB938.....	B1841 J.....			BB1458.....	J.....	5.50	6.00	6.90	11.20
								J1.....	6.00	6.50	7.40	12.20
								KJ1.....	9.70	10.40	12.80	18.20
							BBTM1458.....	J.....	6.20	6.70	7.60	11.90
								J1.....	6.70	7.20	8.10	12.90
								KJ1.....	10.40	11.10	13.50	18.90

TABLE 81—EXTRA HEAVY HALF SURFACE BALL BEARING GARAGE DOOR HINGES

Frantz Mfg. Co.	Griffin Mfg. Co.	C. Hager & Sons	Lawrence Brothers	McKinney Mfg. Co.	National Mfg. Co.	Sharon Hdw. Mfg. Co.	Stanley Works	Finish group	List prices for various sizes in inches (per pair with screws)					
									10	12	18	24	32	36
				B1840.....			BB1457.....	J.....	\$4.84	\$5.50	\$6.60	\$6.90		\$11.20
								J1.....	5.34	6.00	6.50	7.40		12.20
								KJ1.....	8.84	9.70	10.40	12.80		18.20
							BB1457 1/2.....	J.....	4.20		4.70	5.60		
								J1.....	4.60		5.50	6.34		
								KJ1.....	6.90		9.00	10.80		
		BB1992.....					BB1458 1/2.....	J.....		4.40	4.70	5.60	\$9.34	
								J1.....		4.84	5.30	6.34	10.20	
								KJ1.....		8.00	9.00	10.80	14.60	
				A554.....			BB1460.....	J1.....			5.00	6.50	8.50	
								KJ1.....			8.50	10.60	12.00	
				A555.....			BB1461.....	J1.....			9.84	11.84	12.20	
				A556.....			BB1462.....	J1.....			9.84	11.84	12.20	

EXTRA FOR SPECIAL TIPS

	Symbol	Per pair
Button Tip, Steel.....	FBT.....	\$0.06
Button Tip, Brass or Bronze.....	FBT.....	.20
Steeple Tip, Steel.....	SST.....	.50
Steeple Tip, Brass.....	BST.....	1.10
Bullet Tip, Steel.....	BLT.....	.50
Bullet Tip, Brass.....	BLT.....	1.10
Cone Tip, Steel.....	CT.....	.06
Cone Tip, Brass.....	CT.....	.20
Modern Tip, Steel.....	MT2.....	.50
Modern Tip, Brass.....	MT2.....	1.10

NOTE: McKinney Manufacturing Company's prices for oilite bearings same as ball bearings.

EXTRAS FOR PINS

	Symbol	Per pair
Non-removable pin when door is closed (set screw in barrel).....	NRP.....	\$1.10
Fast Pin (tips driven in both ends).....	FTP.....	.50
Fast Pin (spun or riveted both ends).....	FSP.....	.50
Welded Pin (for hospital butt hinges).....	WDP.....	.95

Brass Pins (Ball or Button tip):	Per pair
Up to 3 x 3.....	\$0.22
3 1/2 x 3 1/2, 4 x 4.....	.38
4 1/2 x 4 1/2, 5 x 5.....	.56
6 x 6 and larger.....	.90

EXTRAS FOR FOUR BALL BEARINGS

All sizes and finishes, add \$0.60 per pair.

EXTRA FOR BRASS PINS

	Per pair
Butts 3" and under.....	\$0.22
Butts 3 1/2", 4".....	.38
Butts 4 1/2", 5".....	.56
Butts 6".....	.90

Effective date. This regulation shall become effective July 3, 1943.

NOTE: The reporting requirements of this regulation have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Issued this 28th day of June 1943.

PRENTISS M. BROWN,
Administrator.

[F. R. Doc. 43-10404; Filed, June 28, 1943; 4:59 p. m.]

PART 1370—ELECTRICAL APPLIANCES

[MPR 294; Amdt. 2]

USED HOUSEHOLD VACUUM CLEANERS AND ATTACHMENTS FOR USED HOUSEHOLD VACUUM CLEANERS

A statement of the considerations involved in the issuance of this amendment has been filed with the Division of the Federal Register.*

Maximum Price Regulation No. 294 is amended in the following respect:

Section 1370.85 (b) is amended to read as follows:

(b) *Attachments.* Irrespective of the maximum price fixed by Maximum Price Regulation No. 111 or any other regulation, when attachments are sold in connection with the sale of a used household vacuum cleaner, no greater amount may be added to the maximum price than is specified below (unless this regulation fixes a higher price):

(1) For the maximum price of some of the household cleaners listed in para-

graph (f) of this section, the seller must furnish a set of standard attachments. Such cleaners are designated by the numeral¹ preceding the maximum price. If instead of furnishing a standard set of attachments the seller furnishes a deluxe set of attachments, he may not add more than \$3.00 to the maximum price.

(2) If for the maximum price the seller is not required by this regulation to furnish attachments, then the seller may not add to the maximum price more than \$5.50 for a standard set of attachments or more than \$8.50 for a deluxe set of attachments.

This amendment shall become effective July 3, 1943.

(Pub. Laws 421 and 729, 77th Cong.; E.O. 9250, 7 F.R. 7871)

Issued this 28th day of June 1943.

PRENTISS M. BROWN,
Administrator.

[F. R. Doc. 43-10405; Filed, June 28, 1943; 5:02 p. m.]

PART 1381—SOFTWOOD LUMBER

[Rev. MPR 19,¹ Amdt. 2]

SOUTHERN PINE LUMBER

A statement of the considerations involved in the issuance of this amendment has been issued simultaneously herewith and filed with the Division of the Federal Register.*

Revised Maximum Price Regulation 19 is amended in the following respects:

1. Section 5 (c) (1) is amended to read as follows:

(1) This rule shall not apply to carload shipments by rail or to water shipments in quantities of 20,000 ft. B. M. or more.

2. In section 7 (d) the heading is amended to read as follows:

(d) *Trucking to rail or water shipping point.*

3. In section 7 (d) the first undesignated paragraph is amended by inserting after the phrase "when a truck haul precedes a rail", the words "or water".

4. In Article V, Table 1, footnote 8 is amended by inserting after the phrase "add 50 cents to air dried", the words "or green".

5. In Article V, Table 3, the heading to footnotes 4, 5, 6, and 7 is amended by inserting after the phrase "For Grade", the words "where each piece is grade marked only:".

6. In Article V, Table 3, footnote 14 is amended by inserting after the phrase "add 50 cents to air dried", the words "or green".

7. In Article V, Table 4, footnote 21 is amended by deleting the words "No. 1 Common and grades above".

*Copies may be obtained from the Office of Price Administration.

¹ 8 F.R. 5536, 6544, 6619.

8. In Article V, Table 4, footnote 23 is amended by deleting the words "No. 1 Common and grades above".

9. In Article V, Table 4, footnote 24 is amended by inserting after the phrase "to air dried", the words "or green".

10. In Article V, Table 4, footnote 28 is amended by deleting the words "No. 1 Common and grades above".

11. In Article V, Table 8, footnote 3 is amended to read as follows:

¹ S1S, S2S, shiplap, standard or thinner, add \$2. This table may not be used in pricing flooring, drop siding, ceiling or any other pattern for which a maximum price is set in any of the tables.

12. In Article V, Table 8, footnote 14 is amended by inserting after the phrase "add 50 cents to air dried", the words "or green".

13. In Article V, Table 11, footnote 6 is amended by inserting after the phrase "to air dried", the words "or green".

14. In Article VI, Table 18, footnote 9 is amended by inserting after the phrase "to air dried", the words "or green".

15. In Article VI, Table 18, footnote 18 is amended to read as follows:

¹⁸ 5/4, 6/4, and 7/4 No. 1 Common, add \$7.

16. In Article VI, Table 18, footnote 19 is amended to read as follows:

¹⁹ 5/4, 6/4, and 7/4 No. 2 and No. 3 Common, add \$4.

17. In Article VI, Table 19, footnote 10 is amended by inserting after the phrase "to air dried", the words "or green".

18. In Article VI, Table 20, footnote 18 is amended by inserting after the phrase "to air dried", the words "or green".

19. In Article VI, Table 21, footnote 27 is amended by deleting the words "No. 1 Common and grades above".

20. In Article VI, Table 21, footnote 28 is amended by deleting the words "No. 1 Common and grades above".

21. In Article VI, Table 21, footnote 30 is amended by inserting after the phrase "to air dried", the words "or green".

22. In Article VI, Table 21, footnote 34 is amended by deleting the words "No. 1 Common and grades above".

23. In Article VI, Table 26, footnote 3 the first sentence of footnote 3 is amended to read as follows:

¹ S1S, S2S, shiplap, standard or thinner, add \$2. This table may not be used in pricing flooring, drop siding, ceiling or any other pattern for which a maximum price is set in any of the tables.

24. In Article VI, Table 26, footnote 14 is amended by inserting after the phrase "to air dried", the words "or green".

25. In Article VI, Table 27, footnote 6 is amended by inserting after the phrase "to air dried", the words "or green".

This amendment shall become effective July 3, 1943, except that:

If this amendment lowers any maximum price below that fixed in the regulations, contracts that were in existence before the date of issuance of this amendment at lawful prices may be completed according to their terms, if delivery is made on or before August 1, 1943.

¹ 8 F.R. 139, 3528.

(Pub. Laws 421 and 729, 77th Cong.; E.O. 9250, 7 F.R. 7871)

Issued this 28th day of June 1943.

PRENTISS M. BROWN,
Administrator.

[F. R. Doc. 43-10417; Filed, June 28, 1943;
5:07 p. m.]

PART 1394—RATIONING OF FUEL AND FUEL PRODUCTS

[RO 5C,¹ Amdt. 58]

MILEAGE RATIONING: GASOLINE REGULATIONS

A rationale accompanying this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Ration Order 5C is amended in the following respects:

1. Section 1394.8353 (c) is amended by inserting after the words "the Board" the parenthetical phrase "(except as provided in paragraph (j) of this section)".

2. Section 1394.8353 (d) is amended by inserting after the words "No Board" the parenthetical phrase "(except as provided in paragraph (j) of this section)".

3. Section 1394.8353 (j) is added to read as follows:

(j) In respect to facilities or establishments described in subparagraphs (1), (2) and (3) of § 1394.7706 (o) for which Plant Transportation Committees have been established each District Manager in the Restricted Area may, after an investigation and subject to general standards prescribed by the Office of Price Administration, Washington, D. C., designate specified facilities or establishments (hereinafter referred to as designated plants) whose employees shall be eligible to apply for restoration of a loss in mileage in driving between their homes and their occupation at such a designated plant due to the reduction in unit value of Class B and Class C coupons made June 2, 1943. In such a case the District Manager shall certify such designated plant to the appropriate local Boards, or Plant Area Boards.

(1) Any employee of such a designated plant who holds a Supplemental ration may apply for a restoration of any loss which he has suffered by reason of such reduction in the unit value of Class B and Class C coupons in mileage allowed to him in the issuance of such ration for driving between his home and his occupation at such plant. Such application may be made either at the time he applies for the renewal of his ration pursuant to § 1394.8051 or by applying for further rations pursuant to § 1394.8052. An applicant for additional mile-

*Copies may be obtained from the Office of Price Administration.

¹ 7 F.R. 9135, 9787, 10147, 10016, 10338, 10706, 10787, 11069, 11070; 8 F.R. 274, 369, 372, 607, 565, 1028, 1202, 1203, 1365, 1282, 1318, 1588, 1813, 1895, 2098, 2213, 2288, 2353, 2431, 2595, 2780, 2720, 3096, 3261, 3253, 3255, 3254, 3315, 3616, 4189, 4341, 4850, 4976, 5267, 5268, 5486, 5564, 5756, 6261, 6179, 6441, 6846, 6687, 7390, 7450, 8009, 8180, 8680.

age under this paragraph must establish by clear and convincing proof that a bona fide ride-sharing arrangement has been made pursuant to which at least four persons (including the operator) are regularly carried in the vehicle for the purpose of going to and from their occupations, or that no such ride-sharing arrangement exists but that the vehicle carries as many persons as could reasonably be expected under the circumstances. He must also establish that there is no other adequate means of transportation.

Such application must be certified by the Plant Transportation Committee of such plant.

(2) If the applicant meets the requirements of subparagraph (1) of this paragraph, the Board may allow and issue a renewal of his ration or a further ration, as the case may be, pursuant to §§ 1394.8051 to 1394.8054 inclusive, restoring such loss of mileage in whole or in part. However, no restoration shall be made in respect to any mileage other than mileage driven between home and the designated plant.

This amendment shall become effective June 28, 1943.

(Pub. Law 671, 76th Cong.; as amended by Pub. Laws 89, 421, 507, 77th Cong.; WPB Dir. No. 1, Supp. Dir. No. 1Q, 7 F.R. 562, 9121; E.O. 9125, 7 F.R. 2719)

Issued this 28th day of June 1943.

PRENTISS M. BROWN,
Administrator.

[F. R. Doc. 43-10411; Filed, June 28, 1943;
5:05 p. m.]

PART 1499—COMMODITIES AND SERVICES

[SR 14 to COMPR,¹ Amdt. 191]

SYNTHETIC PROPIONIC ACID

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.*

Section 1499.73 (a) (109) is added to read as follows:

(109) *Synthetic propionic acid*—(1) *Maximum prices.* The maximum prices for a producer's sales of synthetic propionic acid shall be those established under §1499.2 or those listed below, whichever are higher.

(a) Tank cars: 19¼ cents per lb. f. o. b. production point.

(b) Returnable drums, carload lots: 20¼ cents per lb. f. o. b. production point.

(c) The customary differentials shall apply for sales in other quantities or other containers.

(ii) *Definitions.* As used in this subparagraph (109) "synthetic propionic acid" means propionic acid produced by the catalytic reaction of carbon monoxide and ethyl alcohol.

This amendment shall become effective July 3, 1943.

¹ 8 F.R. 3096.

(Pub. Laws 421 and 729, 77th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9238, 8 F.R. 4681.)

Issued this 28th day of June 1943.

PRENTISS M. BROWN,
Administrator.

[F. R. Doc. 43-10408; Filed, June 28, 1943;
5:01 p. m.]

Chapter XIII—Petroleum Administration for War

[PDO 13]

PART 1526—MARKETING FUEL OIL

The fulfillment of the requirements for the defense of the United States has created in certain areas a shortage in the supply of fuel oil for defense, for private account, and for export; and the following order is deemed necessary and appropriate in the public interest to promote the national defense and to provide adequate supplies of fuel oil for military and other essential uses.

Pursuant to § 1115.1, Limitation Order L-5⁷ as amended February 5, 1943 (8 F.R. 1675) § 1115.1 *Limitation Order L-56* is renumbered § 1526.3 of this chapter and amended to read as follows:

§ 1526.3 *Petroleum Distribution Order 13*—(a) *Definitions.* (1) "Additional facilities" means any equipment designed to use fuel oil, other than internal combustion engines or equipment used for domestic cooking or illumination purposes, which equipment if located in Area One has been installed subsequent to July 31, 1942, or if located in Area Two is installed subsequent to July 22, 1943, and the term shall include only those space heaters (whether or not installed) in Area One which were transferred subsequent to December 19, 1942, and those space heaters in Area Two (whether or not installed) transferred subsequent to July 22, 1943: *Provided,* That the replacement of worn-out parts shall not be deemed to be the installation of additional facilities where the existing equipment is not adaptable to the use of alternate fuels.

(2) "Alternate fuel" means any fuel other than fuel oil, electricity, natural gas, manufactured gas or mixed natural and manufactured gas.

(3) "Area One" means the area specified in paragraph (a) of Exhibit A hereof.

(4) "Area Two" means the area specified in paragraph (b) of Exhibit A hereof.

(5) "Coal spraying equipment" means any equipment designed to use or using fuel oil or any other petroleum product for the purpose of applying such fuel oil or other petroleum product to coal.

(6) "Converted facilities" means any fuel oil burning equipment which was designed to use an alternate fuel and which has been converted to the use of fuel oil.

(7) "Fuel oil" means any liquid petroleum product commonly known as fuel oil, including grades Nos. 1, 2, 3, 4, 5, and 6, Bunker "C", Diesel oil, kerosene, range oil, gas oil, or any other liquid petroleum products (except gasoline)

used for the same purposes as the above designated grades.

(8) "Passenger automobile" means any motor vehicle, other than a motorcycle, built primarily for the purpose of transporting passengers and having a rated seating capacity of seven persons or less.

(9) "Person" means any individual, partnership, corporation, association, government or government agency, or any other organized group or enterprise.

(10) "Space heater" means any fuel oil burning equipment (including portable heaters) designed to heat the space adjacent to such equipment without the use of pipes or ducts for conveying heat to such space.

(11) "Standby facilities" means equipment (other than fireplaces) in serviceable operating condition designed to use an alternate fuel, for the operation of which a supply of such fuel is available.

(12) "Transfer" means to sell, give, exchange, lease, lend, deliver, receive, supply or furnish, and includes the acquisition of title by legal process or operation of law, such as, but not limited to, the acquisition of title by will, inheritance or foreclosure; it also includes the use by any dealer or supplier of fuel oil held by him; but does not include the creation of a security interest or security title involving no change in possession. Delivery to a carrier for shipment, or by a carrier in the course of or in completion of shipment, shall not be deemed a transfer to or by such carrier.

(b) *Prohibited transfers of fuel oil.*

(1) No person shall transfer or accept a transfer of fuel oil or any other petroleum product for use in the operation of coal spraying equipment: *Provided*, That nothing herein contained shall prohibit any person from transferring or accepting a transfer of fuel oil or any other petroleum product for such use when required to expedite the unloading of railroad cars in cold weather where all of the following conditions are fully complied with:

(i) The coal to be sprayed shall have been screened through not larger than a one and one-quarter inch (1¼") round hole or equivalent screen.

(ii) The quantity of fuel oil or other petroleum product used in spraying such coal shall not be in excess of one quart to each ton of coal sprayed.

(iii) Such coal shall be sprayed at the mine only and only during the months of December, January, February and March.

(iv) Such coal shall be destined for and shipped only to points outside of the States of South Carolina, Georgia, Florida, Alabama, Mississippi, Arkansas, Louisiana, Oklahoma, Texas, New Mexico, Arizona or California.

(2) No person shall transfer or accept a transfer of fuel oil for use in the operation of additional facilities or converted facilities except:

(i) Where in the case of new construction, the additional facilities were specified in the construction contract and the foundation under the main part of the structure in which the additional facilities were to be installed was completed,

in Area One prior to July 31, 1942, or in Area Two prior to July 22, 1943;

(ii) Where in the case of converted facilities, such conversion was completed, in Area One prior to July 31, 1942, or in Area Two prior to July 22, 1943;

(iii) Where in the case of either additional or converted facilities, the person using such facilities cannot use an alternate fuel either because such fuel is unavailable or because technical utilization factors prevent its use;

(iv) Where the additional facility is a space heater:

(a) To the extent necessary to operate such space heater until the date fixed by the Office of Price Administration in Ration Order No. 11 as the final date for replacement of such space heater by equipment using an alternate fuel; or

(b) A War Price and Rationing Board established by the Office of Price Administration has issued an auxiliary ration for the operation of such space heater; or

(c) Such space heater is used to heat the same premises heated by it, in Area One prior to December 19, 1942, or in Area Two prior to July 22, 1943; or

(d) For the purposes of increasing efficiency, such space heater replaces a space heater which is not an additional facility or which is specified in paragraph (b) (2) (iv) (c); or

(e) Such space heater is used in a house trailer; or

(f) Such space heater has been acquired pursuant to Ration Order No. 9 issued by the Office of Price Administration.

(3) No person shall transfer or accept a transfer of fuel oil for use in the operation of fuel oil burning equipment where standby facilities are available unless such standby facilities are operated to take the place of such equipment to the maximum possible extent and to effect the maximum reduction of fuel oil requirements.

(4) No person shall transfer or accept a transfer of fuel oil for the operation of a passenger automobile.

(5) No person shall transfer or accept a transfer of fuel oil for use in the operation of weed spraying or weed burning equipment for weed control purposes on any road, street, highway or railway right-of-way.

(c) *Directions as to conversions.* The Petroleum Administrator for War or any designated representative of the Petroleum Administration for War may, from time to time, examine and investigate the fuel oil burning facilities owned or operated by any person for the purpose of determining whether such equipment can be converted to the use of an alternate fuel. In making such investigation facts and circumstances which may relate to the particular problem, including the availability of alternate fuel, shall be considered. If it is found that the fuel oil burning facilities of any person may be converted to the use of alternate fuel, and that a supply of such fuel is available, without any unreasonable expenditure upon the part of the person and without working any exceptional or unreasonable hardship upon

such person, then the Petroleum Administrator for War may, after notice sufficient to permit such conversion, forbid further transfers of fuel oil for use in such facilities.

(d) *Appeals.* Any person affected by this order who considers that compliance therewith would work an exceptional and unreasonable hardship upon him may file an appeal setting forth the pertinent facts and the reasons why he considers himself entitled to relief. All appeals shall be filed in quadruplicate.

(e) *Appeals and correspondence.* All correspondence and all appeals filed under paragraph (d) shall, unless otherwise directed, be addressed to the District Director of Marketing, Petroleum Administration for War at:

(1) 122 East 42nd Street, New York, New York, if the fuel oil is to be delivered or used in the States of Maine, New Hampshire, Vermont, Massachusetts, Rhode Island, Connecticut, New York, New Jersey, Delaware, Pennsylvania, Maryland, Virginia, West Virginia, North Carolina, South Carolina, Georgia, or Florida, or the District of Columbia.

(2) 1200 Blum Building, 624 South Michigan Avenue, Chicago, Illinois, if the fuel oil is to be delivered or used in the States of Ohio, Kentucky, Tennessee, Indiana, Michigan, Illinois, Wisconsin, Minnesota, Iowa, Missouri, Oklahoma, Kansas, Nebraska, South Dakota, or North Dakota.

(3) 245 Mellie Esperson Building, Houston, Texas, if the fuel oil is to be delivered or used in the States of Alabama, Mississippi, Louisiana, Arkansas, Texas, or New Mexico.

(4) 320 First National Bank Building, Denver, Colorado, if the fuel oil is to be delivered or used in the States of Montana, Wyoming, Colorado, Utah, or Idaho.

(5) 855 Subway Terminal Building, Los Angeles, California, if the fuel oil is to be delivered or used in the States of Arizona, California, Nevada, Oregon, or Washington, or the Territories of Alaska or Hawaii.

(f) *Violations.* Any person who wilfully violates any provision of this order, or who, by any act or omission, falsifies records kept or information furnished in connection with this order is guilty of a crime and upon conviction may be punished by fine or imprisonment.

Any person who wilfully violates any provision of this order may be prohibited from delivering or receiving any material under priority control, or such other action may be taken as is deemed appropriate.

(g) *Effective date.* This order shall take effect fifteen days after date of issuance.

(E.O. 9276, 7 F.R. 10091; E.O. 9125, 7 F.R. 2719; sec. 2 (a), Pub. Law 671, 76th Cong., as amended by Pub. Laws 89 and 507, 77th Cong.)

Issued this 23d day of June 1943.

RALPH K. DAVIES,
Deputy Petroleum
Administrator for War.

EXHIBIT A

(a) *Area One:* The States of Connecticut, Delaware, Florida (east of the Appalachian River), Georgia, Illinois, Indiana, Iowa, Kansas, Kentucky, Maine, Maryland, Massachusetts, Michigan, Minnesota, Missouri, Nebraska, New Hampshire, New Jersey, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Vermont, Virginia, Washington, West Virginia, Wisconsin, and the District of Columbia.

(b) *Area Two:* The States of Alabama, Arizona, Arkansas, California, Colorado, Florida (west of the Appalachian River), Idaho, Louisiana, Mississippi, Montana, Nevada, New Mexico, Texas, Utah, and Wyoming.

[F. R. Doc. 43-10403; Filed, June 28, 1943; 4:50 p. m.]

TITLE 47—TELECOMMUNICATION

Chapter I—Federal Communications Commission

PART 15—RULES AND REGULATIONS GOVERNING ALL RADIO STATIONS IN THE WAR EMERGENCY RADIO SERVICE

MISCELLANEOUS AMENDMENTS

The Commission, on June 22, 1943, effective immediately, adopted the following new sections:

§ 15.5 *Control unit.* The term "control unit" means any station unit licensed in the war emergency radio service and designated by the licensee, with the approval of the radio aide or communications officer, to direct the use and operation of other station units of the same licensee which, together with the control unit so designated, constitute a coordinated communication system.

§ 15.56 *Service for U. S. Government.* During emergencies endangering the safety of life or property, the licensee of any station in the war emergency radio service may use any licensed unit of such station to provide essential communication for the United States Government, when requested to do so by the government department or agency concerned, *Provided*, That a written notice of such operation, including designation of the source of the request, is sent within 24 hours after the commencement of such operation to the inspector in charge of the radio district in which the station is located, and a copy of such notice is sent to the Federal Communications Commission in Washington, D. C.

The Commission also amended existing sections as follows:

In § 15.24 *Nonexclusive use of frequencies* (7 F.R. 4457), delete the words "be required to" in the second sentence.

In paragraph (a) of § 15.25 *Frequency stability* (7 F.R. 4457), add the words "during operation" after the term "without readjustments" inside the parentheses.

Paragraph (g) of § 15.31 *Logs* (7 F.R. 4457), was modified to read:

(g) *Signature and title of person* maintaining log record. *Provided, however*, That operation in a blackout or

during an emergency endangering safety of life or important property, such record of operation shall be reduced to writing at the earliest opportunity and in such detail as may be practicable.

In § 15.54 *Availability of station license* add the word "unit" after the term "station" in each instance, so that this section will read:

§ 15.54 *Availability of station license.* The original license shall be associated with the station unit normally in control of all station units covered by the license, and photocopies of the original license provided by the licensee shall be associated with each of the other station units covered by the license. The original and all photocopies shall be readily available for inspection at any time by an authorized government representative.

Section 15.63 *Service which may be rendered* was modified to read:

§ 15.63 *Service which may be rendered.* (a) Civilian defense stations may be used during emergencies endangering life, public safety, or important property, for essential communication relating to civilian defense or national security. Civilian defense station licensees, when requested in specific instances by the licensee of any State guard station or the licensee of any civil air patrol station, may use their licensed civilian defense stations for essential communication with such State guard or civil air patrol station(s), during emergencies endangering life, public safety, or important property. Civilian defense stations shall not be operated on board any aircraft unless specific authority for such operation has been granted by the Commission upon showing of need therefor.

(b) Upon application and showing of need therefor, individual control units may be authorized to communicate during the first 15 minutes of each hour with control units of the same licensee or other licensees, and with other units of the same licensee, for the exclusive purpose of handling essential communications preparatory to any anticipated emergency involving the safety of life or important property in connection with civilian defense or national security. Units other than control units may transmit, for this purpose, only when directed to do so by an authorized control unit of the same licensee. When operating under this provision, each unit shall comply with operating instructions given by the authorized control unit. The use and operation of control units as provided in this subsection shall be discontinued during such periods as may be deemed necessary by the licensee in order to avoid interference to any tests or drills being conducted in accordance with §§ 15.75 and 15.76 of these rules.

(Sec. 4 (i), 48 Stat. 1068; 47 U.S.C. 154 (i))

By the Commission.

[SEAL]

T. J. SLOWIE,
Secretary.

[F. R. Doc. 43-10395; Filed, June 29, 1943; 9:23 a. m.]

Notices

DEPARTMENT OF AGRICULTURE.

Farm Security Administration.

REGIONAL DIRECTORS OF THE FARM SECURITY ADMINISTRATION

DELEGATION OF AUTHORITY TO APPROVE SALES OF REAL PROPERTY AND EXECUTE DEEDS

MARCH 20, 1943.

Pursuant to the authority vested in the Administrator by Secretary's Memorandum dated March 15, 1943, *It is hereby ordered*, That:

I. The regional directors of the FSA are authorized to execute, on behalf of the United States of America, all deeds or other instruments necessary to convey any real property or interest therein held by the United States of America and under the jurisdiction of the FSA, including real property held in trust for any state RR corporation, when such sales or conveyances are authorized by applicable FSA Instructions, or otherwise, subject to the following limitations:

A. When economic farm units are sold or conveyed to persons eligible for assistance from the FSA, the purchase price shall be based on the earning capacity of the farms and shall be payable over a period not in excess of 40 years. The unpaid portion of the purchase price shall bear interest at the rate of three per cent.

B. When subsistence units are sold or conveyed, the purchase price shall be consistent with the income of the purchasers and shall be payable over a period not in excess of 40 years. The balance of the purchase price shall bear interest at three per cent.

C. When land is sold or conveyed to persons not eligible for FSA assistance, the purchase price shall be at the maximum price obtainable and on the terms most favorable to the Government.

II. All sales and conveyances shall conform to all applicable requirements of law and all applicable regulations of this Department.

III. In the absence of the regional director, the authority hereby conferred may be exercised by the person who acts in his place and stead as the acting regional director.

Approved June 28, 1943.

[SEAL]

C. B. BALDWIN,
Administrator.

[F. R. Doc. 43-10375; Filed, June 28, 1943; 1:54 p. m.]

MILAM COUNTY, TEXAS

DESIGNATION OF LOCALITIES FOR TENANT PURCHASE LOANS

In accordance with the rules and regulations promulgated by the Secretary of Agriculture on July 1, 1941, as extended by Supplement 2 of Secretary's Memorandum No. 867 issued as of July 1, 1942, loans made in the county mentioned herein, under Title I of the Bankhead-Jones Farm Tenant Act, may be made

within the localities herein described and designated. The value of the average farm unit of thirty acres and more in each of these localities has been determined in accordance with the provisions of the said rules and regulations. A description of the localities and the determination of value for each follow:

REGION VIII—TEXAS

MILAM COUNTY

Locality I, consisting of Precinct 1...	\$6,843
Locality II, consisting of Precinct 2...	4,771
Locality III, consisting of Precinct 3...	2,448
Locality IV, consisting of Precinct 4...	2,496
Locality V, consisting of Precinct 5...	4,854
Locality VI, consisting of Precinct 6...	5,247
Locality VII, consisting of Precinct 7...	6,381
Locality VIII, consisting of Precinct 8...	4,136

The purchase price limit previously established for the county above-mentioned is hereby cancelled.

Approved: June 28, 1943.

[SEAL] C. B. BALDWIN,
Administrator.

[F. R. Doc. 43-10431; Filed, June 29, 1943; 11:30 a. m.]

OFFICE OF PRICE ADMINISTRATION.

[Order 206 Under MPR 188]

WESTVACO CHLORINE PRODUCTS CORP.

ORDER OF REVOCATION

Order No. 206 under § 1499.161 (a) of Maximum Price Regulation No. 188—Manufacturers' Maximum Prices for Specified Building Materials and Consumers' Goods Other Than Apparel.

For the reasons set forth in an opinion issued simultaneously herewith and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, and Executive Order No. 9250, *It is hereby ordered*, That Order No. 206 under § 1499.161 (a) of Maximum Price Regulation No. 188 be and it hereby is revoked.

This order shall become effective July 3, 1943.

(Pub. Laws 421 and 729, 77th Cong.; E.O. 9250, 7 F.R. 7871)

Issued this 28th day of June 1943.

PRENTISS M. BROWN,
Administrator.

[F. R. Doc. 43-10382; Filed, June 28, 1943; 3:10 p. m.]

Regional Office Orders.

[Region VIII Order G-5]

DRIED BLOOD AND BLOOD MEAL SOLD FOR PRODUCTION OF PLYWOOD PRODUCTS

Order No. G-5 under § 1499.18 (c), as amended, of General Maximum Price Regulation (formerly Order No. 6). Adjusted maximum prices of dried blood and blood meal sold for the production of plywood products.

For the reasons set forth in an opinion issued simultaneously herewith and pursuant to and under the authority vested in the Regional Administrator by

the Emergency Price Control Act of 1942 and § 1499.18 (c), as amended, of the General Maximum Price Regulation, *It is hereby ordered*:

(1) The maximum prices for dried blood or blood meal sold and delivered in the states of California, Oregon, Washington, Arizona, and Nevada for use in producing adhesives in connection with the production of plywood shall be the seller's previous maximum price determined under the General Maximum Price Regulation, or a price equal to the maximum price established by Maximum Price Regulation No. 74, as amended, for dried blood or blood meal sold for animal feeding purposes, whichever is higher.

(2) For purposes of this order, the terms "dried blood" and "blood meal" shall have the same meaning as in Maximum Price Regulation No. 74 as amended.

(3) This order may be amended or revoked by the Office of Price Administration at any time.

(4) This order shall become effective upon its issuance.

(Pub. Laws 421 and 729, 77th Cong., E.O. 9250, 7 F.R. 7871)

Issued this 31st day of December, 1942.

HARRY F. CAMP,
Regional Administrator.

[F. R. Doc. 43-10377; Filed, June 28, 1943; 2:53 p. m.]

[Region VIII Order G-6]

ALFALFA MEAL IN CALIFORNIA AND ARIZONA

Order No. G-6 under § 1499.18 (c) of the General Maximum Price Regulation as amended (Formerly Order No. 7). Maximum prices for sales of alfalfa meal by alfalfa meal millers located in California and Arizona, and for all sales of alfalfa meal delivered to purchasers in the States of California and Arizona by alfalfa meal millers located outside of these States.

For the reasons set forth in an opinion issued simultaneously herewith, and pursuant to and under the authority vested in the Regional Administrator by the Emergency Price Control Act of 1942 and § 1499.18 (c) of the General Maximum Price Regulation, as amended, it is hereby ordered:

SECTION 1. *Maximum prices for alfalfa meal sold by alfalfa meal millers located in the States of California and Arizona.*—(A) *Maximum prices f. o. b. alfalfa meal mill*—(a) *Maximum price for No. 1-14% protein alfalfa meal.* The maximum price for alfalfa meal millers whose mills are located in California and Arizona for No. 1-14% protein alfalfa meal (14% protein, 30% fiber) per ton f. o. b. alfalfa meal mill shall be the sum of:

(i) The market price for U. S. No. 2 Leafy alfalfa hay,

(ii) A conversion charge of \$8.25, and

(iii) The cost of bags furnished by the alfalfa meal miller not to exceed the maximum prices established therefor under any Maximum Price Regulation

issued by the Office of Price Administration.

(b) *Market price for U. S. No. 2 leafy alfalfa hay.* (1) Alfalfa meal mills located in Southern California and Arizona shall use as the market price for U. S. No. 2 leafy alfalfa hay the average price quoted in the Federal State Market News Service for U. S. No. 2 leafy alfalfa hay at Los Angeles, on the Friday preceding the day on which the particular sale of meal is made, less transportation costs at the lowest available common carrier rate for alfalfa hay from Los Angeles to the particular alfalfa meal mill.

(2) Alfalfa meal mills located in Northern California shall use as the market price for U. S. No. 2 leafy alfalfa hay the average price quoted in the Federal State Market News Service for U. S. No. 2 leafy alfalfa hay at San Francisco, on the Friday preceding the day on which the particular sale of meal is made, less transportation costs at the lowest available common carrier rate for alfalfa hay from San Francisco to the particular alfalfa meal mill.

(c) *Maximum prices for grades of alfalfa meal other than No. 1-14% protein.* The maximum prices for grades of alfalfa meal other than No. 1-14% protein shall be determined as follows:

(1) The maximum price for No. 1 standard alfalfa meal (15% protein, 28% fiber) shall be the maximum price determined under Paragraph (a) above for No. 1-14% protein alfalfa meal, plus the sum of \$2.00.

(2) The maximum price for No. 1 alfalfa leaf meal (20% protein, 18% fiber) shall be the maximum price determined under Paragraph (a) above for No. 1-14% protein alfalfa meal, plus the sum of \$10.00.

(3) The maximum price for No. 1 alfalfa stem meal (9%-10% protein, 30% fiber) shall be the maximum price determined under Paragraph (a) above for No. 1-14% protein alfalfa meal, less the sum of \$10.00.

(4) The maximum prices for all other grades of alfalfa meal shall be the maximum price determined under Paragraph (a) above for No. 1-14% protein alfalfa meal, plus or minus, as the case may be, the dollars and cents differential existing between the particular seller's March maximum price determined under Section 2 of the General Maximum Price Regulation for No. 1-14% protein alfalfa meal and the particular grade of alfalfa meal being priced.

(5) Alfalfa meal millers who, during March 1942, made an extra charge for fine ground alfalfa meal shall add the sum of 75¢ per ton to the above mentioned maximum prices in order to determine the maximum prices for fine ground alfalfa meal. Alfalfa meal millers who, during March 1942, made no addition for fine ground meal are prohibited from now making any addition for fine ground meal.

(B) *Maximum delivered prices.* The maximum delivered prices for alfalfa meal millers whose mills are located in California and Arizona shall be the maximum f. o. b. prices determined under Paragraphs (a) or (c) above, plus actual

transportation costs for shipment to purchaser's receiving point, not to exceed the minimum motor common carrier rate.

SEC. 2 *Maximum prices for alfalfa meal delivered to purchasers in the States of California and Arizona by alfalfa meal millers located outside of these states—*

(a) *Delivered prices in Northern California.* The maximum price for alfalfa meal delivered to a purchaser in Northern California by an alfalfa meal miller whose mill is located outside of California and Arizona shall be the lower of the maximum prices for the particular grade of alfalfa meal delivered at San Francisco by the following alfalfa meal mills:

Denver Alfalfa Milling & Products Co., Tracy, California.

San Francisco Milling Co., Ltd., San Francisco, California.

(b) *Delivered prices in Southern California.* The maximum price for alfalfa meal delivered to a purchaser in Southern California by an alfalfa meal miller whose mill is located outside of California and Arizona shall be the lower of the maximum prices for the particular grade of alfalfa meal delivered at Los Angeles by the following alfalfa meal mills:

Union Supply & Milling Corp., Roscoe, California.

Fernando Valley Milling & Supply Co., Van Nuys, California.

(c) *Delivered prices in Arizona.* The maximum price for alfalfa meal delivered to a purchaser in Arizona by an alfalfa meal miller whose mill is located outside of California and Arizona shall be the lower of the maximum prices for the particular grade of alfalfa meal delivered at Phoenix, Arizona, by the following alfalfa meal mills:

Pecos Valley Alfalfa Meal Co., Chandler, Arizona.

Tremaine Alfalfa Milling Co., Arizona.

(d) *Definitions.* The term "Northern California" as used in this order means that portion of California bounded on the South by the northern boundaries of San Luis Obispo, Kern and San Bernardino Counties.

The term "Southern California" as used in this order means that portion of California bounded on the North by the northern boundaries of San Luis Obispo, Kern and San Bernardino Counties.

SEC. 3. Alfalfa meal millers affected by this order shall not change their customary allowances, discounts or other price differentials except to the extent any change made results in a lower price.

SEC. 4. This order shall not apply to dehydrated alfalfa meal.

SEC. 5. Any maximum price determined under this order shall be subject to adjustment at any time by the Office of Price Administration.

SEC. 6. This order may be revoked or amended by the Office of Price Administration at any time.

SEC. 7. This order shall become effective upon its issuance.

(Pub. Laws 421 and 729, 77th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 9th day of January 1943.

HARRY F. CAMP,
Regional Administrator.

[F. R. Doc. 43-10379; Filed, June 28, 1943; 2:55 p. m.]

[Region VIII Order G-6, Amdt. 1]

ALFALFA MEAL IN CALIFORNIA AND ARIZONA

Amendment No. 1 to Order No. G-6 (formerly Order No. 7) under § 1499.18 (c) of the General Maximum Price Regulation, as Amended. Maximum prices for sales of alfalfa meal by alfalfa meal millers located in California and Arizona, and for all sales of alfalfa meal delivered to purchasers in the States of California and Arizona by alfalfa meal millers located outside of these States.

For the reasons set forth in an opinion issued simultaneously herewith, and pursuant to and under the authority vested in the Regional Administrator by the Emergency Price Control Act of 1942, as amended, and § 1499.18 (c) of the General Maximum Price Regulation, as amended, and in accordance with the authority reserved in paragraph 6 of Order No. G-6 issued pursuant to § 1499.18 (c); to amend the said order at any time, the said Order No. G-6 is hereby amended in the following particulars:

1. Section 1 of said order is hereby amended by striking it out and substituting in place and stead thereof the following:

SECTION 1. *Maximum prices for alfalfa meal sold by alfalfa meal millers located in the States of California and Arizona—*

(A) *Maximum prices f. o. b. alfalfa meal mill—*(a) *Maximum prices for No. 1—14% protein alfalfa meal.* The maximum price for alfalfa meal millers whose mills are located in California and Arizona for No. 1—14% protein alfalfa meal (14% protein, 30% fiber) per ton f. o. b. alfalfa meal mill shall be the sum of:

(i) The market price for U. S. No. 2 leafy alfalfa hay,

(ii) A conversion charge of \$8.25, and

(iii) The cost of bags furnished by the alfalfa meal miller not to exceed the maximum prices established therefor under any Maximum Price Regulation issued by the Office of Price Administration.

(b) *Market price for U. S. No. 2 leafy alfalfa hay.* (1) Alfalfa meal mills located in Southern California and Arizona shall use as the market price for U. S. No. 2 leafy alfalfa hay the average price quoted by the Federal State Market News Service for U. S. No. 2 leafy alfalfa hay at Los Angeles, on the Monday preceding the day on which the particular sale of meal is made, less transportation costs at the lowest available common carrier rate for alfalfa hay from Los Angeles to the particular alfalfa meal mill.

(2) Alfalfa meal mills located in Northern California shall use as the market price for U. S. No. 2 leafy alfalfa

hay the average price quoted by the Federal State Market News Service for U. S. No. 2 leafy alfalfa hay at San Francisco, on the Monday preceding the day on which the particular sale of meal is made, less transportation costs at the lowest available common carrier rate for alfalfa hay from San Francisco to the particular alfalfa meal mill.

(c) *Maximum prices for grades of alfalfa meal other than No. 1—14% protein.* The maximum prices for grades of alfalfa meal other than No. 1—14% protein shall be determined as follows:

(1) The maximum price for No. 1 fine ground alfalfa meal (15% protein, 28% fiber) shall be the maximum price determined under paragraph (a) above for No. 1—14% protein alfalfa meal, plus the sum of \$2.00, or plus the dollars and cents differential existing between the particular seller's March maximum price determined under § 1499.2 of the General Maximum Price Regulation for No. 1—14% protein alfalfa meal and No. 1 fine ground alfalfa meal (15% protein, 28% fiber), whichever is the lower.

(2) The maximum price for No. 1 alfalfa leaf meal (20% protein, 18% fiber) shall be the maximum price determined under paragraph (a) above for No. 1—14% protein alfalfa meal, plus the sum of \$10.00.

(3) The maximum price for No. 1 alfalfa stem meal (9%—10% protein, 40% fiber) for alfalfa meal millers located in Northern California shall be the maximum price determined under paragraph (a) above for No. 1—14% protein alfalfa meal, less the sum of \$7.50, and for alfalfa meal millers located elsewhere, less the sum of \$10.00.

(4) The maximum prices for all other grades and kinds of alfalfa meal shall be the maximum price determined under paragraph (a) above for No. 1—14% protein alfalfa meal, plus or minus, as the case may be, the dollars and cents differential existing between the particular seller's March maximum price determined under § 1499.2 of the General Maximum Price Regulation for No. 1—14% protein alfalfa meal and the particular grade and kind of alfalfa meal being priced.

(B) *Maximum delivered prices.* The maximum delivered prices in California, Arizona, Nevada, Oregon and Washington, for alfalfa meal millers whose mills are located in California and Arizona shall be the maximum f. o. b. prices determined under Paragraphs (a) or (c) above, plus actual transportation costs for shipment to purchaser's receiving point, not to exceed the minimum motor common carrier rate.

2. Section 4 of said order is hereby amended by striking it out and substituting in place and stead thereof the following:

SEC. 4. *Maximum prices for alfalfa meal mills located in California, Arizona, Nevada, Oregon and Washington for dehydrated alfalfa meal.* The maximum prices of alfalfa meal mills located in Region VIII (California, Arizona, Nevada,

Oregon and Washington) for dehydrated alfalfa meal shall be determined as follows:

(a) The maximum price f. o. b. mill for 17% protein, 24% fiber dehydrated alfalfa meal shall be the particular mill's maximum price for sun-cured alfalfa leaf meal (20% protein, 18% fiber) as determined under Section 1 above, plus the sum of \$2.50.

(b) The maximum price f. o. b. mill for 20% protein, 18% fiber dehydrated alfalfa meal shall be the particular mill's maximum price for sun-cured alfalfa leaf meal (20% protein, 18% fiber) as determined under Section 1 above, plus the sum of \$6.00.

(c) The maximum prices f. o. b. mill for all other grades of dehydrated alfalfa meal shall be the maximum price determined under paragraph (a) above for 17% protein, 24% fiber dehydrated alfalfa meal, plus or minus, as the case may be, the dollars and cents differential existing between the seller's March maximum price, determined under § 1499.2 of the General Maximum Price Regulation for 17% protein, 24% fiber dehydrated alfalfa meal and the particular grade of dehydrated alfalfa meal being priced.

3. This Amendment No. 1 shall be subject to adjustment and amendment by the Office of Price Administration at any time.

4. This Amendment No. 1 shall become effective upon its issuance.

(Pub. Laws 421 and 729, 77th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 23rd day of January 1943.

HARRY F. CAMP,
Regional Administrator.

[F. R. Doc. 43-10380; Filed, June 28, 1943;
2:55 p. m.]

[Region VIII, Order G-6, Amdt. 2]

ALFALFA MEAL IN CALIFORNIA AND ARIZONA

Amendment No. 2 to Order No. G-6 (formerly Order No. 7) under § 1499.18 (c), as amended, of the General Maximum Price Regulation. Maximum prices for sales of alfalfa meal by alfalfa meal millers located in California and Arizona, and for all sales of alfalfa meal delivered to purchasers in the States of California and Arizona by alfalfa meal millers located outside of these states.

For the reasons set forth in an opinion issued simultaneously herewith, and pursuant to and under the authority vested in the Regional Administrator by the Emergency Price Control Act of 1942, as amended, and § 1499.18 (c), as amended, of the General Maximum Price Regulation, and in accordance with the authority reserved in paragraph 6 of Order No. G-6 issued pursuant to § 1499.18 (c) to amend the said order at any time, the said Order No. G-6 is hereby amended in the following particulars:

1. Section 1 (A) (a) and (b) of said order is hereby amended by striking out said paragraphs and substituting in place and stead thereof the following:

SECTION 1. Maximum prices for alfalfa meal sold by alfalfa meal millers

located in the States of California and Arizona—(A) Maximum prices f. o. b. alfalfa meal mill—(a) Maximum price for No. 1—14% protein alfalfa meal. The maximum price for No. 1—14% protein alfalfa meal (14% protein—30% fiber) sold by alfalfa meal millers located in California and Arizona, per ton f. o. b. alfalfa meal mill, shall be the sum of:

(i) The average cost of alfalfa hay as determined under paragraph (b) below

(ii) A conversion charge of \$8.25

(iii) The cost of bags furnished by the alfalfa meal mill, not to exceed the maximum prices established therefor under any maximum price regulation issued by the Office of Price Administration.

(b) Average cost of alfalfa hay. Alfalfa meal millers shall determine the average cost of alfalfa hay in the following manner: The total net landed cost of all alfalfa hay purchased each week, in no event to exceed the maximum price thereof, shall be divided by the total tonnage. The resulting figure shall be used during the succeeding week in determining the particular mill's maximum price under paragraph (a) above. If, during a particular week, no alfalfa hay is purchased by the particular mill, the average cost of hay determined for the last week during which alfalfa hay was purchased shall be used.

2. Section 4 of said order is hereby amended by striking it out and substituting in place and stead thereof the following:

SEC. 4. Maximum price for alfalfa meal mills located in Region VIII for dehydrated alfalfa meal. (a) The maximum prices for dehydrated alfalfa meal 17% Protein, 24%—28% Fiber, sold by alfalfa meal mills located in Region VIII shall be the sum of:

(i) The average cost of alfalfa hay determined under section 1 (A) (a) above.

(ii) A conversion charge of \$19.00.

(iii) The cost of bags furnished by the alfalfa meal miller, not to exceed the maximum prices established therefor under any maximum price regulation issued by the Office of Price Administration.

provided, in no event shall the maximum price determined hereunder, exclusive of bags, exceed \$43.00 per ton.

(b) The maximum prices f. o. b. mill for all other grades of dehydrated alfalfa meal shall be the maximum price determined under paragraph (a) above for 17% protein, 24%—28% fiber dehydrated alfalfa meal, plus or minus, as the case may be, the dollars and cents differential existing between the seller's March maximum price, determined under § 1499.18 (c) of the General Maximum Price Regulation for 17% protein, 24%—28% fiber dehydrated alfalfa meal and the particular grade of dehydrated alfalfa meal being priced.

(c) Region VIII, as used in this order, means the states of California, Oregon, Washington, Nevada and Arizona, except those portions of Coconino County and Mohave County lying North of the Colorado River; and the following counties in the State of Idaho; Benewah, Bonner, Boundary, Clearwater, Kootenai, Latah, Lewis, Nez Perce, Shoshone, and Idaho.

3. This Amendment No. 2 shall be subject to adjustment and amendment by the Office of Price Administration at any time.

4. This Amendment No. 2 shall become effective upon its issuance.

(Pub. Laws 421 and 729, 77th Cong.; E.O. 9250, 7 F.R. 7871)

Issued this 13th day of April 1943.

L. F. GENTNER,
Acting Regional Administrator.

[F. R. Doc. 43-10381; Filed, June 28, 1943;
2:53 p. m.]

[Region VIII Order G-6, Amdt. 3]

ALFALFA MEAL IN CALIFORNIA AND ARIZONA

Amendment No. 3 to Order No. G-6 (formerly Order No. 7) under § 1499.18 (c) as amended of the General Maximum Price Regulation. Maximum prices for sales of alfalfa meal by alfalfa meal millers located in California and Arizona, and for all sales of alfalfa meal delivered to purchasers in the States of California and Arizona by alfalfa meal millers located outside of these States.

For the reasons set forth in an opinion issued simultaneously herewith, and pursuant to and under the authority vested in the Regional Administrator by the Emergency Price Control Act of 1942, as amended and § 1499.18 (c), as amended of the General Maximum Price Regulation, and in accordance with the authority reserved in paragraph 6 of Order No. G-6 issued pursuant to § 1499.18 (c) to amend the said order at any time, the said Order No. G-6 is hereby amended in the following particulars:

1. Section 4 (b) of said order is amended to read "section 4 (c)" and section 4 (c) is amended to read "section 4 (d)", and the following new section 4 (b) is added:

(b) The maximum price f. o. b. mill for 20% protein, 18% fiber dehydrated alfalfa meal shall be the maximum price determined under paragraph (a) above for 17% protein, 24%—28% fiber dehydrated alfalfa meal, plus the dollars and cents differential existing between the seller's March maximum price determined under section 2 of the General Maximum Price Regulation for 17% protein, 24%—28% fiber dehydrated alfalfa meal and 20% protein, 18% fiber dehydrated alfalfa meal, or \$3.50, whichever is lower.

2. This Amendment No. 3 shall be subject to adjustment and amendment by the Office of Price Administration at any time.

3. This Amendment No. 3 shall become effective upon its issuance.

(Pub. Laws 421 and 729, 77th Cong.; E.O. 9250, 7 F.R. 7871)

Issued this 20th day of April 1943.

FRANK E. MARSH,
Acting Regional Administrator.

[F. R. Doc. 43-10376; Filed, June 28, 1943;
2:53 p. m.]

[Region VIII Order G-6, Amdt. 4]

ALFALFA MEAL IN CALIFORNIA AND ARIZONA

Amendment No. 4 to Order No. G-6 under § 1499.18 (c) as amended of the General Maximum Price Regulation (formerly Order No. 7 under Section 18 (6)). Maximum prices for sales of alfalfa meal by alfalfa meal millers located in California and Arizona, and for all sales of alfalfa meal delivered to purchasers in the States of California and Arizona by alfalfa meal millers located outside of these States.

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of the Office of Price Administration by § 1499.18 (c) as amended, of the General Maximum Price Regulation, *It is hereby ordered*, That Order No. G-6 under § 1499.18 (c) as amended, of the General Maximum Price Regulation (formerly Order No. 7 under section 18 (c)) be amended in the following particulars:

1. Section 1 (c) of said order is hereby amended to read as follows:

(c) *Maximum prices for grades of alfalfa meal other than No. 1—14% protein.* The maximum prices for grades of alfalfa meal other than No. 1—14% protein shall be determined as follows:

(1) The maximum price for No. 1 fine ground alfalfa meal (15% protein, 28% fiber) shall be the maximum price determined under paragraph (a) above for No. 1—14% protein alfalfa meal, plus the sum of \$2.00, or plus the dollars and cents differential existing between the particular seller's March maximum price determined under section 2 of the General Maximum Price Regulation for No. 1—14% protein alfalfa meal and No. 1 fine ground alfalfa meal (15% protein, 28% fiber), whichever is the lower.

(2) The maximum price for No. 1 alfalfa leaf meal (20% protein, 18% fiber) shall be the maximum price determined under paragraph (a) above for No. 1—14% protein alfalfa meal, plus the sum of \$10.00.

(3) The maximum price for No. 1 alfalfa stem meal (9%—10% protein, 40% fiber) for alfalfa meal millers located in Northern California shall be the maximum price determined under paragraph (a) above for No. 1—14% protein alfalfa meal, less the sum of \$7.50, and for alfalfa meal millers located elsewhere, less the sum of \$10.00.

(4) The maximum price for alfalfa meal, below 20% protein, and above 15% protein, shall be determined by deducting \$2.00 for each 1% of protein value below 20% from the seller's maximum price for 20% protein, 18% fiber alfalfa meal.

(5) The maximum price for alfalfa meal, below 14% protein, and above 10% protein, shall be determined by deducting \$2.00 for each 1% of protein value below 14%, from the seller's maximum price for 14% protein, 30% fiber alfalfa meal.

(6) The maximum prices for all other grades and kinds of alfalfa meal shall be the maximum price determined under paragraph (a) above for No. 1—14% protein alfalfa meal, plus or minus, as the

case may be, the dollars and cents differential existing between the particular seller's March maximum price determined under section 2 of the General Maximum Price Regulation for No. 1—14% protein alfalfa meal and the particular grade and kind of alfalfa meal being priced.

This Amendment No. 4 shall become effective June 14, 1943.

(Pub. Laws 421 and 729, 77th Cong.; E.O. 9250, 7 F.R. 7871)

Issued this 10th day of June 1943.

L. F. GENTNER,
Acting Regional Administrator.

[F. R. Doc. 43-10378; Filed, June 28, 1943;
2:53 p. m.]

SECURITIES AND EXCHANGE COMMISSION.

LAWRENCE R. LEEBY & Co.

ORDER DENYING EFFECTIVENESS TO NOTICE OF WITHDRAWAL AND REVOKING REGISTRATION

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pa., on the 26th day of June, A. D. 1943.

In the matter of Lawrence R. Leeb, doing business as Lawrence R. Leeb & Co., Southern Building, Washington, D. C.

Proceedings having been instituted by order of the Commission pursuant to section 15 (b) of the Securities Exchange Act of 1934 to determine whether the registration of Lawrence R. Leeb, doing business as Lawrence R. Leeb & Co., as a broker-dealer, should be revoked, or whether said Lawrence R. Leeb, doing business as Lawrence R. Leeb & Co., should be permitted to withdraw his resignation pursuant to a notice of withdrawal of registration, and if so whether terms and conditions should be imposed on such withdrawal; hearings having been held after appropriate notice, and the Commission having this day issued its findings and opinion;

It is ordered, on the basis of said findings and opinion, that the notice of withdrawal of registration of the said Lawrence R. Leeb, doing business as Lawrence R. Leeb & Co., as a broker-dealer, be, and it hereby is, denied effectiveness, and that the registration of the said Lawrence R. Leeb, doing business as Lawrence R. Leeb & Co., as a broker-dealer, be, and it hereby is, revoked.

By the Commission.

[SEAL] ORVAL L. DUBOIS,
Secretary.

[F. R. Doc. 43-10423; Filed June 29, 1943;
11:11 a. m.]

E. S. PRICE AND Co.

ORDER DENYING EFFECTIVENESS TO NOTICE OF WITHDRAWAL AND REVOKING REGISTRATION

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pa., on the 26th day of June, A. D. 1943.

In the matter of Ernest S. Price, doing business as E. S. Price and Company, 1010 Vermont Avenue, N. W., Washington, D. C.

Proceedings having been instituted pursuant to section 15 (b) of the Securities Exchange Act of 1934 to determine whether the registration of Ernest S. Price, doing business as E. S. Price and Company should be revoked, and whether a notice of withdrawal of the said registration should be permitted to become effective:

A hearing having been held after appropriate notice, and the Commission having this day issued its findings and opinion;

It is ordered, On the basis of said findings and opinion that the notice of withdrawal of Ernest S. Price, doing business as E. S. Price and Company be, and it hereby is denied effectiveness, and that the registration of Ernest S. Price, doing business as E. S. Price and Company, as a broker-dealer be and the same is hereby revoked.

By the Commission.

[SEAL] ORVAL L. DUBOIS,
Secretary.

[F. R. Doc. 43-10424; Filed, June 29, 1943;
11:11 a. m.]

INTERNATIONAL UTILITIES CORP. ET AL.

NOTICE OF FILING OF PLAN, ORDER FOR HEARING, AND ORDER CONSOLIDATING PROCEEDINGS

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pennsylvania, on the 28th day of June, A. D. 1943.

In the matters of International Utilities Corporation and Dominion Gas and Electric Company, applicants, File No. 54-59; and International Utilities Corporation, Respondent, File No. 59-27.

I

Notice is hereby given that an application and an amendment thereto have been filed with this Commission, pursuant to the Public Utility Holding Company Act of 1935, by International Utilities Corporation ("International"), a registered holding company, and Dominion Gas and Electric Company ("Dominion"), a registered holding company and a subsidiary of International, whereby said applicants seek approval, pursuant to section 11 (e) of said Act, of a plan for certain action designed to enable International to comply with section 11 (b) (2) of said Act, a copy of which plan is made a part of said amended application. All interested persons are referred to said documents which are on file in the office of this Commission for a statement of the transactions therein proposed, which are summarized as follows:

International, a corporation organized and existing under the laws of the State of Maryland, proposes to effect a merger with Dominion, a company incorporated under the laws of the State of Delaware, the continuing or resulting corporation to be organized under the laws of the State of Maryland.

The capital structure (including surplus) of International, per books, as of December 31, 1942, was as follows:

\$3.50 Prior Preferred Stocks, 97,370 shares without par value ¹ -----	} \$10,427,056.08
\$1.75 Preferred Stocks, 66,652.56 shares without par value-----	
Class A Stock, 88,126 shares without par value-----	
Class B stock, 1,252,266.25 shares, par value \$1 per share-----	
Capital Surplus-----	3,275,244.60
Earned Surplus (deficit)---	(108,263.83)

Total Capitalization and Surplus----- \$13,594,036.85

¹ It is stated that since December 31, 1942, International has made purchases of the \$3.50 Prior Preferred Stock so that, as of April 30, 1943, 93,946 shares were outstanding.

² Amount of capital not segregated by classes of stock.

As of April 30, 1943, there were no dividends accrued, payable, and unpaid on the \$3.50 prior preferred stock. Dividends were accrued, payable, and unpaid on the \$1.75 preferred stock and on the Class A stock as of that date in the respective amounts of \$15.82 per share and \$40.40 per share, or in the aggregate respective amounts of \$1,054,629.04 and \$3,559,923.21.

The capital structure (including surplus) of Dominion, per books, as of December 31, 1942, was as follows:

Collateral Trust Bonds, 6½% Series, due July 1, 1945-----	\$3,946,500.00
Note and Account Payable to International-----	407,922.66
\$7 Preferred Stock, without par value, \$25,000 shares---	} 2,674,609.00
Common Stock (after deduc- tion of 240 shares held in Treasury) 174,609 shares, par value \$1 per share-----	
Capital Surplus-----	4,355,234.84
Earned Surplus-----	59,889.60

Total Capitalization and Surplus----- \$11,444,156.10

All of the preferred and common stock of Dominion is owned by International except 2-93/1500 shares of common stock. International also owned, as of December 31, 1942, \$1,170,000 in principal amount of the Collateral Trust bonds of Dominion.

It is proposed that the corporation resulting from the merger of International and Dominion shall have the following capital structure (after the payment of a temporary loan in the principal amount of \$700,000 to be incurred initially pending the sale of certain assets, which loan it is anticipated will be paid in full within approximately two years after the consummation of the merger):

\$3.50 preferred stock, 93,946 shares, par value \$50 per share-----	\$4,797,300.00
Common stock, 262,540,976 shares, par value \$20 per share-----	5,250,819.52

Capital Surplus----- \$1,814,268.50

Total Capitalization and Surplus----- \$11,862,388.02

The plan provides that the presently outstanding securities of the merging companies shall be treated as follows:

(1) The publicly held bonds of Dominion will be retired through acquisition or redemption.

(2) The bonds of Dominion held by International, the indebtedness of Dominion to International evidenced by an account payable and by a note, and the stock of Dominion held by International, will be cancelled.

(3) The holders of the 2-93/1500 shares of common stock of Dominion will receive 2.06 shares of common stock of the resulting corporation.

(4) One share of the \$3.50 preferred stock of the resulting corporation will be delivered to the holders of the present \$3.50 prior preferred stock of International in substitution for each share of the latter stock owned by such holders.

(5) One and 9/10ths shares of the common stock of the resulting corporation will be delivered in substitution for each share of the present \$1.75 preferred stock of International, and in satisfaction of such dividend arrearages as may exist thereon.

(6) One and 4/10ths shares of common stock of the resulting corporation will be delivered in substitution for each share of the present Class A stock of International, and in satisfaction of such dividend arrearages as may exist thereon.

(7) 1/100th of of a share of the common stock of the resulting corporation will be delivered in substitution for each share of the presently outstanding Class B stock of International.

The \$3.50 preferred stock of the resulting corporation will have substantially the same attributes as the presently outstanding \$3.50 preferred stock of International, including dividend rate, redemption premium, and liquidation values, as well as certain additional rights.

These additional rights include:

(1) The privilege of electing, as a class, a majority of the Board of Directors upon the occurrence of certain contingencies;

(2) Restrictions upon the amount of debt which the corporation may incur without consent of the holders of two-thirds of the preferred stock;

(3) Provisions for a sinking fund for the gradual retirement of the preferred stock.

In connection with the merger, it is proposed that there be a revaluation of certain assets which, with other accounting adjustments, will result in a reduction of the aggregate carrying value of the net assets of the merging corporations from \$13,653,926 (after eliminating inter-company holdings) to \$11,862,388.

II

Heretofore, on April 27, 1943, the Commission entered an order (Holding Company Act Release No. 4270) in the proceeding theretofore instituted by the Commission against International pursuant to section 11 (b) (2) of the Act identified by the Commission's File No. 59-27, which order was, in pertinent part, as follows:

Ordered, That International Utilities Corporation terminate its existence in a manner consistent with the provisions of the Act;

It is further ordered, That jurisdiction be, and the same hereby is, reserved to enter such further order or orders as may be necessary or appropriate for the purpose of ensuring that the provisions of this order are effectuated in a manner consistent with the provisions of the Act.

On the same date, the Commission issued and filed its Findings and Opinion in said proceeding, the concluding paragraphs of which were as follows:

As we have noted above, International has filed with us a plan, under section 11 (e) of the Act, providing for the termination of its existence by means of the merger of International into Dominion. Since we have found that the corporate structure of International distributes voting power unfairly and inequitably among the security holders of the International holding-company system, and unduly and unnecessarily complicates the structure of the system, any plan for the merger of International must provide for a fair and equitable distribution of voting power in the continuing company and for a simplified corporate structure.

In due course an order will issue consolidating the proceeding on the plan with the present proceeding and reconvening the hearings. The questions which will necessarily arise as to the treatment of the various security holders of International and Dominion in the merger will be determined after such hearings. We shall reserve jurisdiction in the present proceeding to enter such orders as may be necessary to assure that the steps taken in compliance with our present order are consistent with the provisions of the statute.

In conformity with said Findings and Opinion, and it appearing to the Commission that common questions of law and of fact are involved in said proceeding instituted by the Commission pursuant to section 11 (b) (2) of the Act and in the proceeding upon the applications filed by International and Dominion pursuant to section 11 (e) of the Act, summarized in Part I of this Notice and Order;

It is ordered, That the proceedings upon said applications of International and Dominion designated by the Commission's File No. 54-59 be, and the same are, hereby consolidated with those proceedings instituted by the Commission against International under section 11 (b) (2) of the Act, identified by the Commission's File No. 59-27;

Provided, That nothing herein contained shall be deemed to constitute a

reopening of the record in said proceeding instituted by the Commission in respect of any issue decided by said order of April 27, 1943 or to constitute a modification or amendment of said order; and

Provided further, That the Commission reserves jurisdiction to sever either for hearing, in whole or in part, or for disposition (to the extent that disposition has not already been finally made), in whole or in part, the proceedings so instituted by the Commission and the proceedings so pending upon the application of International pursuant to section 11 (e) of the Act;

It is further ordered, That a hearing on said matters so consolidated be held on the 20th day of July, 1943, at 10:00 a. m. e. w. t., in the offices of the Securities and Exchange Commission, 18th and Locust Streets, Philadelphia, Pennsylvania. On such day the hearing-room clerk in Room 318 will advise as to the room in which such hearing will be held.

It is further ordered, That Willis E. Monty or any other officer or officers of the Commission designated by it for that purpose shall preside at such hearing. The officer so designated to preside at such hearing is hereby authorized to exercise all powers granted to the Commission under section 18 (c) of said Act and to a Trial Examiner under the Commission's Rules of Practice.

It is further ordered, That any other person desiring to be heard in connection with these proceedings or proposing to intervene here shall file with the Secretary of the Commission, on or before July 15, 1943, his request or application therefor as provided by Rule XVII of the Rules of Practice of the Commission.

It is further ordered, That the Secretary of the Commission shall serve notice of the hearing aforesaid by mailing a copy of this order to International Utilities Corporation and Dominion Gas and Electric Company by registered mail; and that notice of said hearing be given to all other persons by publication of this order in the FEDERAL REGISTER.

It is further ordered, That, without limiting the scope of the issues presented by said applications and otherwise to be considered in these proceedings, particular attention shall be directed at the hearing to the following matters and questions:

(1) Whether the proposed plan, and particularly the proposed allocation of securities of the resulting corporation among the present security holders of International, is fair and equitable to all persons affected thereby;

(2) Whether the proposed plan is consistent with the Order of this Commission entered on April 27, 1943 (Holding Company Act Release No. 4270) in that proceeding instituted by the Commission against International Utilities Corporation pursuant to section 11 (3) (2) of the Act identified by the Commission's File No. 59-27;

(3) Whether upon the consummation of the proposed plan the corporate structure of the resulting corporation will be such as to not unduly or unnecessarily complicate the structure of the International holding company system;

(4) Whether, upon the consummation of the proposed plan, the corporate structure of the resulting corporation will be such as to distribute voting power fairly or equitably among the security holders of the International holding company system;

(5) Whether the Class B stock of International is entitled to any participation in the distribution of the securities of the new corporation.

(6) Whether the proposed plan is necessary to effectuate the provisions of section 11 (b) of the Act;

(7) Whether the accounting adjustments and entries proposed to be made in connection with the plan are proper and are in accordance with sound accounting practice;

(8) Whether the securities proposed to be issued and sold or distributed by the resulting corporation meet the requirements of section 7 of the Act;

(9) To what extent, if any, the proposed plan should be modified or amended to render it feasible and fair and equitable to the persons affected and what terms and conditions should be imposed in the public interest and for the protection of investors and consumers.

By the Commission.

[SEAL]

ORVAL L. DUBOIS,
Secretary.

[F. R. Doc. 43-10422; Filed, June 29, 1943;
11:11 a. m.]

SELECTIVE SERVICE SYSTEM.

[Order 111]

MANCOS PROJECT, COLORADO

DESIGNATION AS WORK OF NATIONAL IMPORTANCE

I, Lewis B. Hershey, Director of Selective Service, by virtue of the provisions of the Selective Training and Service Act of 1940 (54 Stat. 885, 50 U.S.C., Sup. 301-318, inclusive); E.O. No. 8675, 6 F.R. 831, E.O. No. 9279, 7 F.R. 10177, and the authority vested in me by the Chairman of the War Manpower Commission under Administrative Order No. 26, 7 F.R. 10512, hereby designate the Mancos Project to be work of national importance, to be known as Civilian Public Service Camp No. 111. Said camp, located at Mancos, Montezuma County, Colorado, will be the base of operations for reclamation work in the State of Colorado, and registrants under the Selective Training and Service Act of 1940, who have been classified by their local boards as conscientious objectors to both combatant and noncombatant military service and have been placed in Class IV-E, may be assigned to said camp in lieu of their induction for military service.

The work to be undertaken by the men assigned to Civilian Public Service Camp No. 111 will consist of storage dam construction, riprapping, reservoir clearing, canal excavation, forest fire fighting, fire suppression, and various other allied projects under the technical direction of the Bureau of Reclamation of the Department of the Interior. This Bureau will also be responsible for the housing, feeding, clothing, discipline and provision of necessary medical and dental care. Men shall be assigned to and retained in camp in accordance with the provisions of the Selective Training and Service Act of 1940 and regulations and orders promulgated thereunder. Supervision and control of the Mancos Project shall be under the Selective Service System through the Camp Operations Division of National Selective Service Headquarters.

LEWIS B. HERSHEY,
Director.

JUNE 25, 1943.

[F. R. Doc. 43-10418; Filed, June 29, 1943;
9:13 a. m.]

