

THE NATIONAL ARCHIVES
LITTE
SCRIPTA
MANET
1934
OF THE UNITED STATES

FEDERAL REGISTER

VOLUME 4 NUMBER 152

Washington, Wednesday, August 9, 1939

Rules, Regulations, Orders

TITLE 6—AGRICULTURAL CREDIT

COMMODITY CREDIT CORPORATION

PART 208—1939 WHEAT LOANS

Sec.	
208.1	Definitions.
208.2	Areas in which loans will be made.
208.3	Amount of loans.
208.4	Protein premium.
208.5	Variations for grades.
208.6	Determination of dockage, smut, and garlic.
208.7	Determination of quantity of wheat.
208.8	Maturity and interest rate.
208.9	Public warehouses.
208.10	Warehouse receipts.
208.11	Farm storage.
208.12	Chattel mortgages.
208.13	Liens.
208.14	Insurance.
208.14a	Form of certificate.
208.15	County agricultural conservation committees.
208.16	Source and preparation of documents.
208.17	Source of loans.
208.18	Purchase of loans.
208.19	Reconstruction Finance Corporation Loan Agencies.
208.20	Release of collateral held by Commodity Credit Corporation.

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

(a) *Eligible producer.* Any person, partnership, association, or corporation producing wheat as landowner, landlord, or tenant upon whose farm the acreage classified as 1939 wheat acreage under the 1939 Agricultural Conservation Program does not exceed the 1939 wheat acreage allotment established for the farm under such program. If a farm was designated as a non-wheat allotment farm under said Program, the wheat produced on the farm will not be eligible collateral for a wheat loan.

(b) *Eligible wheat.* Wheat of acceptable quality as defined below, which was produced in 1939, the beneficial title to which is and always has been in the eligible producer:

(1) Wheat of any class grading No. 3 or better, or wheat grading No. 4 or 5

solely on the factor of test weight but otherwise grading No. 3 or better, provided that wheat of the classes hard red spring or durum shall contain not more than 14½ percent moisture, and wheat of other classes shall contain not more than 14 percent moisture. Wheat grading tough shall not be considered eligible. Except wheat of the classes hard red winter, soft red winter, white, and mixed wheat of the above classes containing not more than 14½ percent moisture, grading tough, if otherwise meeting the requirements of Commodity Credit Corporation, and in good, sound, condition will be eligible for a loan at a rate of two cents (2¢) per bushel less than the rate for such wheat testing 14 percent or less in moisture content, when stored on the farm in all counties in the State of Michigan, and in all counties in the States of Indiana and Ohio, north of or intersected by the fortieth parallel Meridian.

(2) Wheat of the class *mixed wheat*, consisting only of mixtures of those eligible grades of wheat on which loan values are established; *Provided*, Such mixtures are the natural product of the field.

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

(1) *Public grain warehouses* must meet the requirements of Commodity Credit Corporation, and must have been approved and executed warehouse agreements with Commodity Credit Corporation. Such warehouses may be situated either at terminal or country points. The term "terminal warehouse," as used herein, shall include elevators and warehouses operating at concentration points which normally receive from producers, cooperative associations, grain dealers, and others carlots or larger quantities of wheat for storage and reshipment, and shall include elevators and warehouses normally considered as subterminal, which, in addition to the above, also receive wheat directly from producers or others by wagon or truck, having a storage capacity of 75,000 bushels or more, except flat warehouses for storage of grain in sacks, located at other

CONTENTS

RULES, REGULATIONS, ORDERS

TITLE 6—AGRICULTURAL CREDIT:	
Commodity Credit Corporation:	Page
Wheat loans, 1939.....	3539
Wheat Circular Letter No. 1, supplemental instructions	3547
Wheat Form 1, Supplement 1, instructions	3546
TITLE 7—AGRICULTURE:	
Agricultural Adjustment Administration:	
Agricultural conservation program bulletin, 1939, Supplement No. 18.....	3547
TITLE 16—COMMERCIAL PRACTICES:	
Federal Trade Commission:	
Cease and desist orders:	
Knox Co.....	3554
Longwear Paint and Varnish Works.....	3557
Nash Brothers Drug Co.....	3555
Restoria Co.....	3554
Virginia Products Co., et al.....	3556
Waco Drug Co.....	3553
Weiss Bedding Co., Inc., et al.....	3558
TITLE 24—HOUSING CREDIT:	
United States Housing Authority:	
Advance loan	3559
TITLE 33—NAVIGATION AND NAVIGABLE WATERS:	
War Department:	
Bridge regulations, Columbia River and tributaries.....	3560
Fishing and hunting regulations, Chesapeake Bay, Md.-Va	3560
TITLE 47—TELECOMMUNICATION:	
Federal Communications Commission:	
Aviation services, rules governing; footnote correction.....	3562

NOTICES

Civil Aeronautics Authority:	
Notice of hearings:	
Cohu, Lamotte T., and Transcontinental & Western Air, Inc.....	3562

(Continued on next page)



Published 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. L. 500), under regulations prescribed by the Administrative Committee, with the approval of the President.

The Administrative Committee consists of the Archivist or Acting Archivist, an officer of the Department of Justice designated by the Attorney General, and the Public Printer or Acting Public Printer.

The daily issue of the FEDERAL REGISTER will be furnished by mail to subscribers, free of postage, for \$1 per month or \$10 per year; single copies 10 cents each; payable in advance. Remit by money order payable to Superintendent of Documents, Government Printing Office, Washington, D. C.

Correspondence concerning the publication of the FEDERAL REGISTER should be addressed to the Director, Division of the Federal Register, The National Archives, Washington, D. C.

CONTENTS—Continued

Civil Aeronautics Authority—Con. Notices of hearings—Con.	
Darling, C. Coburn, and Canadian Colonial Airways, Inc	Page 3562
Federal Communications Commission: Notice of hearings:	
Gazette Co	3563
Presque Isle Broadcasting Co.	3563
South Bend Tribune (WSBT)	3562
Rural Electrification Administration: Amendment of allocations of funds for loans	3563
Securities and Exchange Commission: Community Power and Light Co., hearing	3563
National Association of Securities Dealers, Inc., registration as national securities association	3564

than terminal markets. The term "country warehouse," as used herein, shall include elevators and warehouses which receive wheat exclusively delivered in wagons or trucks by producers or others at primary shipping points. Warehouses with a capacity of more than 75,000 bushels shall not be considered "country warehouses" for the purposes of the 1939 Wheat Loan Program except flat warehouses for storage of grain in sacks.

(2) *Farm storage* shall consist of farm bins and granaries which are of such substantial and permanent construction

as to afford safe storage of the wheat for a period of 2 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 committees.

(d) *Lending agency.* 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 1939 C.C.C. Wheat Form E.

(e) *Eligible paper.* For the purposes of the Contract to Purchase (1939 C.C.C. Wheat Form E), eligible paper shall consist of notes of producers, secured by chattel mortgages or warehouse receipts representing wheat in existence and undamaged from the perils of fire, lightning, inherent explosion, cyclone, tornado, windstorm, and flood, dated on or subsequent to June 1, 1939, and prior to January 1, 1940, 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, and all such notes must be submitted for direct loans in accordance with section 208.17 hereof unless accompanied by a repurchase agreement of the lending agency. Copies of this agreement may be obtained from the Loan Agencies of Reconstruction Finance Corporation.)

§ 208.2 *Areas in which loans will be made.* Loans shall be made on eligible wheat stored in approved public grain warehouses in the following States:

Arizona, Arkansas, California, Colorado, Delaware, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Maryland, Michigan, Minnesota, Missouri, Montana, Nebraska, Nevada, New Mexico, New York, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, South Dakota, Tennessee, Texas, Utah, Virginia, Washington, West Virginia, Wisconsin, and Wyoming.

Loans will be made on eligible wheat stored on farms only in the following counties:

All counties in California, Colorado, Idaho, Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Montana, Nebraska, Nevada, North Dakota, Ohio, Oregon, South Dakota, Utah, Washington, Wisconsin, and Wyoming; and in the following counties of the following States:

California. Siskiyou, Modoc, Lassen, Plumas, and Sierra.

New Mexico. Colfax, Curry, Harding, Quay, Rio Arriba, Roosevelt, San Juan, Taos, McKinley, Mora, San Miguel, and Union.

Oklahoma. Alfalfa, Beaver, Beckham, Blaine, Caddo, Canadian, Cimarron, Cleveland, Comanche, Cotton, Craig,

Creek, Custer, Dewey, Ellis, Garfield, Grady, Grant, Greer, Harmon, Harper, Jackson, Kay, Kingfisher, Kiowa, Lincoln, Logan, McClain, Major, Mayes, Noble, Nowata, Okfuskee, Oklahoma, Okmulgee, Osage, Ottawa, Pawnee, Payne, Pottawatomie, Rogers, Roger Mills, Texas, Tillman, Tulsa, Wagoner, Washington, Washita, Woods, and Woodward.

Texas. Archer, Armstrong, Bailey, Baylor, Briscoe, Carson, Castro, Childress, Clay, Cochran, Collingsworth, Cottle, Crosby, Dallam, Deaf Smith, Dickens, Donley, Floyd, Foard, Garza, Gray, Hale, Hall, Hansford, Hartley, Hardeman, Haskell, Hemphill, Hockley, Hutchinson, Kent, King, Knox, Lamb, Lipscomb, Lubbock, Lynn, Moore, Motley, Ochiltree, Oldham, Parmer, Potter, Randall, Roberts, Sherman, Stonewall, Swisher, Terry, Throckmorton, Wheeler, Wichita, Wilbarger, Yoakum, and Young.

§ 208.3 *Amount of loans.* Basic loan values on wheat of the designated grades and subclasses stored in approved public grain warehouses or stored on farms in counties where farm storage is permitted are set out in 1939 C.C.C. Wheat Form 1—Supplement 1. State supplements are to be issued for the several wheat loan States concerning the basic loan values on wheat.

§ 208.4 *Protein premium.* The following amounts shall be added to the loan values of hard red spring, hard red winter, and hard white wheat with the indicated protein content. Such premiums will be added to the loan value of farm-stored wheat only where the producer presents a protein certificate issued by a laboratory satisfactory to the Commodity Credit Corporation and in the case of wheat stored in approved warehouses, the producer presents such a certificate attached to the warehouse receipt of an approved warehouseman or presents a warehouse receipt of such a warehouseman with protein content indicated thereon.

Protein content	Premium above loan rate otherwise computed	
	At Minneapolis, St. Paul, and Duluth, Minn.; Superior, Wis.; Portland, Ore.; Seattle, Wash.; and all country points where the loan value is based on such terminal markets	At Kansas City and St. Joseph, Mo.; Kansas City, Kans.; Omaha, Nebr.; Council Bluffs, Iowa; Galveston and Houston, Tex.; New Orleans, La.; and all country points where the loan value is based on such terminal markets
12.9 percent or less	0	0
13.0-13.9 percent	1	1
14.0-14.4 percent	2	2
14.5-14.9 percent	3	3
15.0-15.4 percent	4	3
15.5-15.9 percent	5	4
16.0-16.4 percent	6	4
16.5-16.9 percent	7	5
17.0-17.4 percent	8	5
17.5 percent or over	9	5

§ 208.5 *Variations for grades.* Loan values for eligible grades and subclasses shall be at the following schedule of premiums and discounts:

(a) Where the loan value is based on No. 2 wheat, the loan value on No. 1 wheat shall be 1 cent more than the loan value on No. 2; the loan value on No. 3 wheat shall be 2 cents less than the loan value on No. 2; the loan value on No. 4 wheat shall be 5 cents less than the loan value on No. 2; and the loan value on No. 5 wheat shall be 8 cents less than the loan value on No. 2.

(b) Where the loan value is based on No. 1 wheat, the loan value on No. 2 wheat shall be 1 cent less than the loan value on No. 1; the loan value on No. 3 wheat shall be 3 cents less than the loan value on No. 1; the loan value on No. 4 wheat shall be 6 cents less than the loan value on No. 1; and the loan value on No. 5 wheat shall be 9 cents less than the loan value on No. 1.

(c) The loan value on No. 1 heavy dark northern spring shall be 1 cent more than the loan value on No. 1 dark northern spring and the loan value on No. 1 heavy northern spring shall be 1 cent more than the loan value on No. 1 northern spring, and the loan value on No. 1 red spring shall be 2 cents less than the loan value on No. 1 northern spring.

(d) The loan value on yellow hard winter shall be 2 cents less than the loan value on hard winter.

(e) The loan value on hard white shall be 1 cent more than the loan value on soft white, except as otherwise provided in this C.C.C. Wheat Form 1 or supplements thereto.

(f) The loan value on durum wheat shall be 7 cents less than the loan value on amber durum wheat.

(g) The loan value on mixed wheat shall be 2 cents per bushel below the established loan rate on the comparable numerical grade of that class of wheat contained in the mixture which would take the lowest loan rate applicable to any subclass thereof if it were not mixed.

(h) The discount for smut determined on a percentage basis shall be as follows:

Cents per bushel	
½% to 1%, inclusive	1.05
1½% to 3%, inclusive	1.35
3½% to 7%, inclusive	1.95
7½% to 15%, inclusive	2.55

The discounts for smut and garlic determined on a degree basis shall be as follows:

Cents per bushel	
Light smutty	3
Smutty	6
Light garlicky	2
Garlicky	6

§ 208.6 *Determination of dockage, smut, and garlic.* The percentage of dockage shall be determined in accordance with the Official Grain Standards of the United States and the weight of said dockage shall be deducted from the gross weight of the wheat in determining the net quantity available for loan. The

smut condition of wheat shall be determined on a percentage basis in accordance with the Official Grain Standards of the United States, in California, Idaho, Montana, Nevada, Oregon, Utah, and Washington. In the foregoing area the quantity of smut shall be stated in percentage in accordance with the method described in paragraph (a) under "Smutty wheat" of the Official Grain Standards of the United States and shall be stated in terms of half percent, full percent, or whole and half percent, as the case may be, and the quantity of smut so determined in pounds shall be deducted from the weight of clean wheat after deduction of other dockage. Elsewhere the smut condition of wheat shall be determined on a degree basis in accordance with paragraph (b) under "Smutty wheat" of the Official Grain Standards of the United States; *Provided*, That in the case of wheat which has an unmistakable odor of smut, or which contains balls, portions of balls, or spores of smut in excess of a quantity equal to 14 balls, but not in excess of a quantity equal to 30 balls, of average size in 250 grams of wheat, there shall be added to and made a part of the grade designation, the words "Light smutty"; *Provided further*, That in the case of wheat which contains balls, portions of balls, or spores of smut, in excess of a quantity equal to 30 balls of average size in 250 grams of wheat, there shall be added to and made a part of the grade designation, the word "Smutty." The garlic condition of wheat shall be determined in accordance with the Official Grain Standards of the United States, and such condition shall be made a part of the grade designation by adding the words "Light garlicky" or the word "Garlicky," as determined under such standards.

§ 208.7 *Determination of quantity of wheat.* Loans shall be made at values expressed in cents per bushel, a bushel being determined to be 60 pounds of clean wheat free of dockage, when determined by weight; or 1.25 cubic feet of wheat testing 60 pounds per bushel when determined by measurement. In determining the quantity of wheat in farm storage by measurement, fractional pounds of the bushel test weight for wheat testing less than 60 pounds per bushel will be disregarded, and the quantity determined as above will be the following percentages of the quantity determined for 60-pound wheat:

Percent	
For wheat testing 60 pounds or over	100
For wheat testing 59 pounds or over, but less than 60 pounds	98
For wheat testing 58 pounds or over, but less than 59 pounds	97
For wheat testing 57 pounds or over, but less than 58 pounds	95
For wheat testing 56 pounds or over, but less than 57 pounds	93
For wheat testing 55 pounds or over, but less than 56 pounds	92
For wheat testing 54 pounds or over, but less than 55 pounds	90
For wheat testing 53 pounds or over, but less than 54 pounds	88
For wheat testing 52 pounds or over, but less than 53 pounds	86

Percent	
For wheat testing 51 pounds or over, but less than 52 pounds	83
For wheat testing 50 pounds or over, but less than 51 pounds	80

§ 208.8 *Maturity and interest rate.* Loans on 1939 C.C.C. Wheat Form A will mature April 30, 1940. Loans on 1939 C.C.C. Wheat Form B will mature 7 months from the respective dates thereof but not later than April 30, 1940. All loans will bear interest at the rate of 4 percent per annum.

§ 208.9 *Public warehouses.* Commodity Credit Corporation will accept only negotiable, *insured* warehouse receipts or receipts in form required by statute covering wheat pledged as collateral to notes on 1939 C.C.C. Wheat Form B issued by any public grain warehouse approved by the Loan Agency of the Reconstruction Finance Corporation serving the district in which such warehouse is located. Warehousemen are advised to communicate with such Loan Agency of the Reconstruction Finance Corporation, concerning approval. A list of the approved warehouses and their locations will be available at any Loan Agency of the Reconstruction Finance Corporation listed in section 208.19 hereof or any State or county agricultural conservation office. Each approved warehouse must enter into an agreement with the Commodity Credit Corporation which may be obtained from the Loan Agency. This agreement will limit the warehouseman's lien and impose additional obligations to Commodity Credit Corporation. 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 warehouses. Under the terms of the warehouse agreement, warehousemen are required to deliver either the identical wheat or country-run quality wheat of the quantity, class, grade, and protein content within one-half of 1 per cent as stated on the warehouse receipts or the accompanying documents. All wheat pledged as security for a note must be in the same warehouse, and each producer must arrange for the storage of wheat in an *approved* warehouse either at a country or terminal point. Producers should arrange for cleaning wheat placed in storage containing in excess of 2 percent dockage in order to avoid excessive charges for transportation, conditioning, and storage. Wheat containing smut or garlic should not be commingled by the warehouseman with wheat free from such smut or garlic.

§ 208.10 *Warehouse receipts.* Warehouse receipts must be dated on or prior to the date of the related note and properly assigned by an endorsement in blank so as to vest title in the holder, or issued to bearer, issued by approved warehousemen who are not owners of the wheat. 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 wheat is insured for not less than market value against the hazards of fire, lightning, inherent explosion, and wind-storm, 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, 1939, or the dates of the warehouse receipts, *whichever is later*. Such receipts must set out in their written or printed terms the gross weight or bushels, the class and grade, degree or percentage of smut or garlic and dockage of the wheat represented thereby, and all other facts and statements required to be stated in the written or printed terms of a negotiable warehouse receipt under the provisions of section 2 of the Uniform Warehouse Receipts Act; such weight, grade, and protein determination (if any) shall be on basis of the inbound movement or delivery of grain to any approved warehouse; *Provided*, Warehouse receipts in statutory form must be accompanied by a certificate of the warehouseman identified to the warehouse receipt, setting forth the information required above which may not be included in such statutory receipts. The moisture content of the wheat also must be shown except for wheat stored in following States: California, Idaho, Montana, Nevada, North Dakota, Oregon, South Dakota, Utah, Washington and Wyoming. (In the States of California, Idaho, Nevada, Oregon, Utah, and Washington where it is not the practice of warehousemen to show grade of wheat on the warehouse receipt, such receipt may be accompanied by a certificate of the warehouseman identifying the inspection certificate and protein content to said warehouse receipt in the following form):

I hereby certify that a representative sample was drawn by me from the wheat stored under warehouse receipt No. _____, that said sample was submitted to an inspector licensed under the U. S. Grain Standards Act and that this is the grade certificate that was issued thereon, and I agree further, on presentation of such warehouse receipt, to deliver to the holder thereof the identical grain represented thereby, or wheat of equal country-run quality of the same class and grade and protein, said protein to be delivered within tolerance of one-half of 1 percent if original wheat was analyzed for protein:

(Warehouseman)

Each terminal or subterminal warehouse receipt must also be accompanied by the original or duplicate original, official inbound, weight and inspection certificates and protein certificate properly identified to the wheat covered thereby, *Provided*, That in the foregoing States and at terminal and subterminal warehouses in other areas where licensed inspectors are not available, certificates of the warehouseman and licensed grain inspector as to grade may be accepted. Such official inbound weight and inspection certificates must represent wheat unloaded

in the warehouse issuing said receipt and, except as stated above, the inspection certificate must be issued by an inspector licensed under the United States Grain Standards Act. In the case of warehouse receipts issued by any terminal or subterminal warehouse, each warehouse receipt except those covering wheat of the subclasses soft white, western white, white club, red winter, western red, and red durum in any State and hard winter or yellow hard winter produced in the States east of the Mississippi River must either show the protein content, as determined by a recognized protein-testing laboratory approved by the terminal or subterminal market, or be accompanied by an original or duplicate certificate issued by such laboratory showing the protein content and properly identified as to the wheat covered thereby either by the respective warehouse receipt number, or the bin number and warehouse description, or by car number.

§ 208.11 *Farm storage*. Wheat stored on the farm must have been stored in the granary at least 30 days prior to its 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 wheat collateral in approved structures. Chattel mortgages covering farm-stored wheat must be executed and filed in accordance with the applicable State law. Producers may 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 wheat collateral is stored on the farm, the expiration date of the lease shall be given in section 2 (c) of the chattel mortgage (1939 C.C.C. Wheat Form AA). If the expiration date of the lease is prior to July 1, 1940, the landlord shall execute the Consent for Storage, section 13 of 1939 C.C.C. Wheat Form AA. The consent agreement shall also be signed by any other party or parties entitled to possession. Each producer must designate in section 4 of the Mortgage (1939 C.C.C. Wheat Form AA) a shipping point reasonably convenient for the delivery of the wheat 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 wheat was producer. A separate note and chattel mortgage must be submitted for wheat stored on each quarter section of land. Commodity Credit Corporation will pay 7 cents per bushel for storing the wheat for the period ending April 30, 1940, or the date of the delivery of such wheat to Commodity Credit Corporation, whichever is later; *provided*, Such payment will be conditioned upon the delivery of the mortgaged wheat of the quan-

tity and quality described in the chattel mortgage; *Provided further*, If delivered prior to April 30, 1940, one-half cent per bushel per month storage will be allowed for time stored.

§ 208.12 *Chattel mortgages*. All documents must be carefully examined as to compliance with the following requirements:

California. The mortgage must be executed and acknowledged by the mortgagor and spouse. Mortgagor's affidavit of good faith and receipt must be completed by the mortgagor and spouse, and the mortgagee's affidavit of good faith must be completed by a member of the county committee as agent for Commodity Credit Corporation. The mortgage must be recorded in the office of the recorder of the county in which the wheat is stored, and if the mortgagor is a resident of another county in the State, a duplicate executed copy of the mortgage must be recorded in the office of the recorder of the county in which such mortgagor resides.

Colorado. The mortgage must be executed and acknowledged by the mortgagor. The original or a duplicate copy thereof must be filed for record in the office of the clerk and recorder of the county in which the wheat is stored.

Idaho. The mortgage must be executed and acknowledged by the mortgagor and spouse. The original or a duplicate copy must have typed or stamped thereon the following affidavit signed and acknowledged by a member of the county committee as agent of Commodity Credit Corporation:

The undersigned, being duly sworn, deposes and states that he is the agent of Commodity Credit Corporation and that the foregoing mortgage is a true and correct copy of the original mortgage executed by the mortgagor.

Agent of Commodity Credit Corporation
Subscribed and sworn to before me this
----- day of -----, 193--

Notary Public

The original or a duplicate copy with the foregoing affidavit must be filed for record in the office of the county recorder of the county in which the wheat is stored.

Illinois. The mortgage must be executed and acknowledged by the mortgagor. The original mortgage must be endorsed by the mortgagee or his agent as follows: "This mortgage to be filed but not recorded", and filed for record within 10 days from the date of execution in the office of the recorder of deeds of the county in which the mortgagor resides, or, if a nonresident of the State, in the office of the recorder of deeds of the county in which the wheat is stored. Commodity Credit Corporation will not accept any note secured by mortgage filed for record later than 10 days after the date of the note and mortgage.

Indiana. The mortgage must be executed and acknowledged by the mortgagor. The original mortgage must be filed for record within 10 days from the

date of execution in the office of the recorder of the county in which the mortgagor resides, or, if a nonresident of the State, in the office of the recorder of the county in which the wheat is stored. Commodity Credit Corporation will not accept any note secured by mortgage recorded later than 10 days after the date of the note and mortgage.

Iowa. The mortgage must be executed and acknowledged by the mortgagor and spouse. The original or a duplicate copy must be filed for record in the office of the recorder of the county in which the mortgagor resides, or, if a nonresident of the State, in the office of the recorder of the county in which the wheat is stored.

Kansas. The mortgage must be executed by the mortgagor and spouse. The original or a duplicate copy must be filed for record immediately upon the execution of the mortgage in the office of the register of deeds of the county in which the mortgagor resides, or, if a nonresident of the State, in the office of the register of deeds of the county in which the wheat is stored. Commodity Credit Corporation will not accept any note secured by mortgage filed for record later than 10 days after the date of the note and mortgage.

Michigan. The mortgage must be executed by the mortgagor. The mortgagor's affidavit of good faith and receipt on such mortgage must be completed by the mortgagor. The original or a duplicate copy of the mortgage must be filed for record in the office of the register of deeds of the county in which the wheat is stored. If the mortgagor resides in another county within the State, the triplicate copy of the mortgage must be certified as a true copy and filed for record in the office of the register of deeds of such county.

Minnesota. The chattel mortgage must be executed by the mortgagor in the presence of two witnesses and duly acknowledged. The original chattel mortgage must be filed in the office of the register of deeds of the county in which the wheat is situated, unless the wheat is situated in cities of the first class, whereupon the chattel mortgage must be filed in the office of the city clerk of the municipality where the wheat is situated. A full, true, and correct copy of the chattel mortgage must be delivered to the mortgagor whose receipt therefor is contained in the body of the mortgage.

Missouri. The mortgage must be executed and acknowledged by the mortgagor. The original or a duplicate copy of the mortgage must be filed for record in the office of the recorder of deeds of the county in which the mortgagor resides, or, if a nonresident of the State, in the office of the recorder of deeds of the county in which the wheat is stored.

Montana. The mortgage must be executed and acknowledged by the mortgagor. Mortgagor must execute receipt for copy of mortgage and such receipt

must accompany the mortgage when presented for filing and be filed therewith. Mortgagee's affidavit of good faith must be completed by the payee of the note or in the case of direct loans by a member of the county committee as agent of the Commodity Credit Corporation and must be attached to the mortgage. The original mortgage, together with affidavit of good faith or a copy thereof certified to be correct by the officer before whom the same was acknowledged or verified or by the county clerk and recorder with whom it is filed, must be filed in the office of the county clerk and recorder of the county where the wheat is situated at the time of the execution of the mortgage, accompanied by the receipt for a copy of the mortgage.

New Mexico. The mortgage must be executed and acknowledged by the mortgagor, and the original or a duplicate copy of the mortgage must be filed in the office of the county clerk of the county in which the wheat is stored.

Nebraska. The mortgage must be executed by the mortgagor. The original or a duplicate copy of the mortgage must be filed for record in the office of the county clerk of the county in which the mortgagor resides, or, if a nonresident of the State, in the office of the county clerk of the county in which the wheat is stored.

Nevada. The mortgage must be executed and acknowledged by the mortgagor. The mortgagor's affidavit of good faith and receipt must be completed by the mortgagor and the mortgagee's affidavit of good faith must be completed by a member of the county committee as agent of Commodity Credit Corporation. The original or a duplicate copy of the mortgage must be filed for record in the office of the county recorder of the county in which the wheat is stored. If the mortgagor is a resident of another county in the State, the triplicate copy of the mortgage must be certified as a true copy and filed for record in the office of the county recorder of the county in which such mortgagor resides.

North Dakota. The mortgage must be executed by the mortgagor and spouse in the presence of two witnesses who must sign the same as witnesses thereto, or must be acknowledged before some official qualified to take acknowledgments. The mortgagor's receipt for copy of mortgage must be signed by the mortgagor and spouse and attached to the mortgage and must accompany the mortgage when presented for filing and be filed therewith. The original mortgage with receipt for copy attached thereto must be filed in the office of the register of deeds in the county in which the wheat is stored.

Ohio. The mortgage must be executed by the mortgagor. The mortgagee's affidavit of good faith must be completed by the payee except in the case of direct loans, in which event it must be completed by a member of the county com-

mittee as agent of Commodity Credit Corporation. The original or a duplicate copy must be filed in the office of the county recorder of the county in which the mortgagor resides, or, if a nonresident of the State, in the office of the county recorder of the county in which the wheat is stored.

Oklahoma. The mortgage must be properly executed and acknowledged by the mortgagor in the presence of a notary public or officer authorized to administer oaths. Commodity Credit Corporation will not accept any note secured by a mortgage wherein the execution has been witnessed and not acknowledged. The original or a duplicate copy of the mortgage must be filed for record in the office of the county clerk of the county in which the wheat is stored.

Oregon. The mortgages must be executed and acknowledged by the mortgagor. The original or a duplicate copy must be filed for record in the office of the recorder of conveyances (in counties where there is such an office), otherwise in the office of the county clerk of the county in which the wheat is stored.

South Dakota. The chattel mortgage must be executed by the mortgagor in the presence of two persons who must sign as witnesses thereto, or it may be acknowledged before some officer qualified by the laws of the State of South Dakota to take acknowledgments. The original chattel mortgage, or an authenticated copy thereof, must be filed in the office of the register of deeds of the county where the wheat mortgaged, or any part thereof, is situated. A full, true and complete copy of the mortgage must be delivered to the mortgagor, whose receipt therefor is contained in the body of the mortgage.

Texas. The mortgage must be executed by the mortgagor either in the presence of two witnesses or it must be acknowledged before an officer qualified to take the acknowledgments. The original or a duplicate copy of the mortgage must be filed for record immediately in the office of the county clerk of the county in which the wheat is stored or where the mortgagor resides. If the mortgagor is a nonresident of the State, it must be filed in the office of the county clerk of the county in which the wheat is stored. The Commodity Credit Corporation will not accept any note secured by a mortgage filed for record later than 10 days after the date of the note and mortgage.

Utah. The mortgage must be executed by the mortgagor and spouse in the presence of one witness. The mortgagor's affidavit of good faith and receipt must be completed by the mortgagor, and the mortgagee's affidavit of good faith must be completed by the payee of the note or in case of direct loans, by a member of the county committee, as agent of Commodity Credit Corporation. The original or a duplicate copy of the mortgage must be filed for record in the office of the recorder of the county in which the

mortgagor resides, or if a nonresident of the State, in the office of the recorder of the county in which the wheat is stored.

Washington. The mortgage must be executed and acknowledged by the mortgagor. The mortgagor's affidavit of good faith and receipt must be completed by the mortgagor. The original or a duplicate copy of the mortgage must be filed for record within 10 days from the date of execution in the office of the county auditor of the county in which the wheat is stored. Commodity Credit Corporation will not accept any note secured by mortgage filed for record later than 10 days after the date of the note and mortgage.

Wisconsin. The chattel mortgage must be executed by the mortgagor and spouse in the presence of two witnesses. The original mortgage must be filed with the register of deeds in the county in which the property is located.

Wyoming. The mortgage must be executed and acknowledged by the mortgagor. The original or a duplicate copy must be filed for record in the office of the register of deeds in the county in which the wheat is stored.

§ 208.13 *Liens.* The wheat collateral must be free and clear of all liens except in favor of the lienholders listed in the space provided therefor in 1939 C.C.C. Wheat Form AA or B. The names of the holders of all existing liens on the pledged or mortgaged wheat, 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 wheat and the payment of the proceeds of the loan and the proceeds of the sale of the wheat solely to the producer as contained in the mortgage or loan agreement must be signed personally by all lienholders listed or by their agents, whose duly executed authority must be attached firmly; or, if corporations, by the designated officer thereof customarily authorized to execute such instruments, in which case the duly executed authority need not be attached. (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 1939 C.C.C. Wheat Form AB, which must completely identify the related note.) The producer may direct in the Letter of Transmittal (1939 C.C.C. Wheat Form C) that the proceeds check for a direct loan from Commodity Credit Corporation 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 be sure that crops are not covered thereby. Any fraudulent misrepresentation of fact made in the execution of the note and mortgage or loan agreement 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.

§ 208.14 *Insurance*—(a) *Wheat stored on farms.* All producers shall provide insurance on wheat stored on the farm for not less than the amount of the loan with accrued interest to maturity. Such insurance shall be evidenced by a certificate in the form printed at the end hereof, under 208.14a, issued by a company or association licensed to do business in the State in which the wheat is stored. The insurance coverage may be obtained through the customary channels and the form of certificate required shall be furnished by the agent writing same. A different form of certificate must be used in the State of Texas, specimen copies of which may be obtained from the Dallas Loan Agency of the Reconstruction Finance Corporation.

(b) *Wheat stored in approved warehouses.* With respect to wheat stored in approved public grain warehouses the warehouseman shall provide insurance against the perils of fire, lightning, inherent explosion, and windstorm, cyclone, and tornado for the full market value thereof so long as receipts are outstanding.

(c) *Insurance carried by Commodity Credit Corporation.* In addition to the foregoing, Commodity Credit Corporation has obtained a blanket insurance policy which protects it in the event of any loss by or in consequence of damage to or destruction of the pledged or mortgaged wheat arising from fire and lightning; cyclone, tornado, windstorm, and hail; theft and wrongful conversion; flood and inherent explosion. This policy is in the nature of errors and omissions, and excess insurance, and the cost is nine-tenths of 1 cent per \$100 per month on the daily average balance of loans outstanding. Banks and other lending agencies desirous of insurance coverage in addition to the primary insurance provided by the producers and the warehouse receipts shall obtain such coverage at their own expense. Banks and other lending agencies desiring coverage under the Corporation's blanket policy should write to Commodity Credit Corporation, Washington, D. C., and appropriate instructions will be issued, together with the necessary forms for reporting thereunder.

§ 208.14a *Insurance certificate referred to in 208.14.*

CERTIFICATE OF INSURANCE
WHEAT IN FARM STORAGE

Amount, \$-----
Premium, \$-----
Term-----

Certificate No. -----
Agency at -----

1. This certifies that in consideration of ----- dollars premium (subject to all the terms and conditions of Open Policy No. -----, issued by this Company or Association) ----- does (Company or association) insure ----- against all direct loss or damage by fire, lightning, inherent explosion,¹ windstorm, cyclone, tornado, and hail² in the sum of ----- dollars

on ----- bushels of wheat stored and sealed in the possession of the assured in structure(s) situated on the ----- quarter of section -----, township -----, range -----, County of -----, State of ----- for the term of one (1) year from the ----- day of -----, 19--, at 12 o'clock noon, to the ----- day of -----, 19--, at 12 o'clock noon, said structure(s) having been inspected and sealed in accordance with regulations issued by the Secretary of Agriculture pursuant to the Agricultural Adjustment Act of 1938.

2. Any loss which may be ascertained and proven to be due the insured under this contract shall be payable to the insured and/or Commodity Credit Corporation as their respective interests may appear.

SPECIAL (WHEAT) ENDORSEMENT PROVIDING THE BASIS OF ADJUSTMENT IN CASE OF LOSS ON WHEAT MORTGAGED TO COMMODITY CREDIT CORPORATION

3. All or any part of the wheat described in this policy and/or certificate having been mortgaged to Commodity Credit Corporation as security for a loan by said Commodity Credit Corporation, it is a condition of this insurance that in event of loss or damage to any of such mortgaged wheat the basis of adjustment shall be the actual cash value at the time and place of the loss, as set out elsewhere in the printed conditions of this policy or certificate, except that if such actual cash market value is less than the loan value per bushel, plus accrued interest at four percent (4%) per annum, then such actual cash value shall be disregarded and the value of any wheat so mortgaged shall be deemed to be the loan value per bushel plus interest thereon.

4. The provisions of this endorsement shall apply and cover until the note has been paid and/or released and/or the wheat sold.

5. This special adjustment clause does not apply to any wheat not mortgaged in the manner hereinbefore described.

6. In witness whereof, this Company has executed and attested these presents, but this certificate shall not be valid until countersigned by a duly authorized agent of this company or association.

President.

Secretary.

Countersigned ----- this
----- day of -----, 19--

(Agent)

§ 208.15 *County agricultural conservation committees.* The forms 1939 C.C.C. Wheat Forms AA and B contain a certificate which should not bear a date prior to the date of the mortgage 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 wheat was produced for warehoused wheat, and the county in which the wheat is stored for farm-stored wheat.

§ 208.16 *Source and preparation of documents.* Forms will be obtainable from any county agricultural conservation committee in the areas designated in section 208.2 hereof and any loan agency of the Reconstruction Finance Corporation listed in section 208.19 hereof. All blanks in 1939 C.C.C. Wheat Forms A, AA, and B must be filled in with ink, typewriter, or indelible pencil, and no documents containing additions, alterations, or erasures shall be accepted by Commodity Credit Corporation.

¹ Optional in Michigan.
² Optional.

§ 208.17 *Source of loans.* It is contemplated that loans will ordinarily 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 directly from Commodity Credit Corporation. Such notes shall be made payable to Commodity Credit Corporation and shall be delivered to a loan agency of the Reconstruction Finance Corporation serving the district in which the wheat is stored. Paper for direct loans tendered by mail, in person, or otherwise should be accompanied by a producer's letter of transmittal on 1939 C.C.C. Wheat Form C, in duplicate, and must be delivered or postmarked prior to January 1, 1940. The triplicate copy of this letter shall be retained by the producer as a memorandum. Upon delivery of all necessary documents properly executed and upon approval of the loan by the manager of the loan agency, payment shall be made pursuant to the letter of transmittal.

§ 208.18 *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 loan agency to which notes are submitted Contract to Purchase, 1939 C.C.C. Wheat Form E, obtainable only from loan agencies of the Reconstruction Finance Corporation. Each note and chattel mortgage tendered by a lending agency to Commodity Credit Corporation for purchase in which the lending agency is not named as payee, must be accompanied by an assignment or assignments to such lending agency on 1939 C.C.C. Wheat Form G. The original or a duplicate copy of such assignments must have been filed for record in the office(s) of the recording official(s) of the county or counties in which the mortgage was filed or recorded.

Paper held by lending agencies must be tendered to the loan agency of Reconstruction Finance Corporation holding the contract to purchase and serving the district in which the wheat is stored 30 days prior to maturity. 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 2½ percent per annum. Under the terms of the contract to purchases, lending agencies are required to report monthly on 1939 C.C.C. Wheat Form F all payments or collections on producers' notes held by them, and to remit promptly to Commodity Credit Corporation, Washington, D. C., 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.

§ 208.19 *Reconstruction Finance Corporation Loan Agencies.* The locations of the loan agencies of the Reconstruction Finance Corporation previously re-

ferred to herein and the districts served by them under these instructions are shown below:

Loan Agency and District Served

Chicago: Area in 7th Federal Reserve District attached to Chicago, except counties in Iowa attached to Omaha.

Cleveland: Area in 4th Federal Reserve District, except eastern Kentucky.

Dallas: Area included in 11th Federal Reserve District.

Denver: Area in 10th Federal Reserve District attached to Denver.

Detroit: Area in 7th Federal Reserve District attached to Detroit.

Helena: Area in 9th Federal Reserve District attached to Helena.

Kansas City: Area in 10th Federal Reserve District attached to Kansas City.

Louisville: Area in 8th Federal Reserve District attached to Louisville and eastern Kentucky.

Minneapolis: Area in 9th Federal Reserve District attached to Minneapolis.

Nashville: Area in 6th Federal Reserve District attached to Nashville.

New York: Area included in 2d Federal Reserve District.

Oklahoma City: Area in 10th Federal Reserve District attached to Oklahoma City.

Omaha: Area in 10th Federal Reserve District attached to Omaha and following counties in Iowa: Adams, Adair, Appanoose, Audubon, Boone, Buena Vista, Calhoun, Carroll, Cass, Cerro Gordo, Cherokee, Clarke, Clay, Crawford, Dallas, Decatur, Dickinson, Emmet, Franklin, Fremont, Greene, Guthrie, Hamilton, Hancock, Hardin, Harrison, Humboldt, Ida, Jasper, Kossuth, Lucas, Lyon, Madison, Marion, Marshall, Mills, Monona, Monroe, Montgomery, O'Brien, Osceola, Page, Palo Alto, Plymouth, Pocahontas, Polk, Pottowattamie, Ringgold, Sac, Shelby, Sioux, Story, Taylor, Union, Warren, Wayne, Webster, Winnebago, Woodbury, Worth, and Wright.

Portland: Area in 12th Federal Reserve District attached to Portland.

Richmond: Area included in 3d and 5th Federal Reserve Districts.

St. Louis: Area in 8th Federal Reserve District attached to Little Rock, Memphis, and St. Louis.

San Francisco: Area in 12th Federal Reserve District attached to Los Angeles, Salt Lake City and San Francisco.

Spokane: Area in 12th Federal Reserve District attached to Seattle and Spokane.

§ 208.20 *Release of collateral held by Commodity Credit Corporation.* A producer may obtain the return of notes secured by wheat upon his request in writing and payment of the principal amount due thereon with accrued interest and proper charges. The producer's note and mortgage or loan agreement, with the warehouse receipt(s) (if any) securing same, will be transmitted to an approved bank with instructions to deliver such documents to the producer, or his agent, upon the payment of the full amount due thereon with accrued

interest and proper charges. Where such paper is sent to an approved bank for collection, instructions shall be given to return such paper to the sender if payment and release are not effected within 15 days. All charges and expenses of the collecting bank shall be paid by the producer. If the note is secured by farm-stored wheat, county agricultural conservation committees will be requested to release the mortgage of record after payment in full either by the filing of an instrument of release or by a margin release on the county records.

If the producer's note is made payable directly to Commodity Credit Corporation and he desires to obtain the release of collateral upon payment as aforesaid, he should notify the Federal Reserve Bank or branch thereof serving the district in which the wheat is stored as above provided. If his note was made payable to a payee other than Commodity Credit Corporation the producer should notify the payee named therein.

Partial releases of collateral will be made as follows:

(a) In the case of farm-stored wheat, the producer must identify to the lending agency or loan agency of Reconstruction Finance Corporation the seal number of the bin to be released. Such release must cover all the wheat in any one bin. Upon receipt of such a request, a partial release of the chattel mortgage will be forwarded to an approved bank to be released to the producer against payment of the amount loaned on the particular bin of wheat plus interest and charges.

(b) In the case of elevator-stored wheat, producers desiring to obtain partial releases should notify the lending agency or Loan Agency of Reconstruction Finance Corporation serving the district in which the wheat is stored, describing the wheat to be released by warehouse receipt numbers. Each partial release must cover all the wheat under one warehouse receipt. The warehouse receipts representing wheat held by Commodity Credit Corporation will be forwarded to an approved bank to be released to the producer or his agent against payment of the amount loaned on the wheat to be released, plus interest on such amount and any charges applicable thereto.

(c) Banks and other lending agencies holding notes on 1939 C.C.C. Wheat Forms A and B may also permit partial releases as provided above and Commodity Credit Corporation will purchase notes on which partial releases have been made, provided the note is credited by the lending agencies with the full amount of the loan on the wheat released, plus interest at the rate of 4 percent thereon. An amount equivalent to 1½ percent interest per annum on the amount of such principal collected at the time of such partial releases from the date of the note or notes to the date of payment should be remitted to Commodity Credit Corporation in accordance

with the terms of the contract to purchase (1939 C.C.C. Wheat Form B).

(d) Payment will be made to the lending agency on the basis of the amount loaned on the collateral remaining pledged as security to the note, plus 2½ percent interest on such amount from the date of the note to the date of purchase.

[SEAL] MAYNARD R. BUCK,
Assistant Secretary.

[F. R. Doc. 39-2894; Filed, August 8, 1939;
9:22 a. m.]

[CCC Wheat Form 1—Supplement 1,
Instructions]

PART 208—1939 WHEAT LOANS

§ 208.3 Amount of loans.

(a) Amount of Loans at Terminal Markets. Basic loan values on wheat of the designated grades and subclasses stored in approved public grain warehouses at the following terminal markets shall be as follows:

Market	Grade and subclass	Loan value per bushel
Kansas City, Mo. Kansas City, Kans. St. Joseph, Mo.	No. 2 Hard Winter	\$. 77
	No. 2 Red Winter	. 75
	No. 1 Dark Northern Spring	. 79
	No. 1 Northern Spring	. 77
Omaha, Nebr. Council Bluffs, Iowa	No. 2 Soft White	. 75
	No. 2 Hard White	. 76
	No. 2 Hard Winter	. 76½
	No. 1 Dark Northern Spring	. 80
Chicago, Ill. Milwaukee, Wis.	No. 1 Northern Spring	. 78
	No. 2 Red Winter	. 74½
	No. 2 Hard White	. 75½
	No. 2 Soft White	. 74½
St. Louis, Mo. E. St. Louis, Ill.	No. 2 Hard Winter	. 80
	No. 2 Red Winter	. 80
	No. 1 Northern Spring	. 82
	No. 2 Hard Winter	. 80
San Francisco, Los Angeles, Stockton, Oakland, Calif.	No. 2 Red Winter	. 80
	No. 1 Soft White	. 77
	No. 1 White Club	. 77
	No. 1 Western White	. 77
Minneapolis, St. Paul, Duluth, Minn. Superior, Wis.	No. 1 Hard Winter	. 77
	No. 1 Western Red	. 77
	No. 1 Dark Northern Spring	. 87
	No. 1 Northern Spring	. 85
Portland, Oreg. Seattle, Wash.	No. 2 Hard Winter	. 81
	No. 2 Red Winter	. 79
	No. 2 Amber Durum	. 81
	No. 2 Red Durum	. 68
Galveston, Tex. New Orleans, La.	No. 2 Hard White	. 81
	No. 2 Soft White	. 80
	No. 2 Hard Amber Durum	. 83
	No. 2 Amber Mixed Durum	. 78
	No. 2 Mixed Durum	. 71
	No. 1 Hard Federation, White Federation, Heart and Bluestem Grading Hard White	. 74
	No. 1 Soft White	. 73
	No. 1 Western White	. 73
	No. 1 Hard Winter	. 73
	No. 1 White Club	. 73
	No. 1 Red Winter	. 73
	No. 1 Northern Spring	. 73
	No. 1 Western Red	. 73
	No. 2 Hard Winter	. 85
	No. 2 Red Winter	. 83

The foregoing schedule of loan values applies to wheat delivered to any designated terminal market 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 under the Instructions (1939 C.C.C. Wheat Form 1); *Provided*, Commodity Credit Corporation will accept in lieu of such bills, warehouse receipts on which a legend, signed by the warehouseman, has been stamped or typewritten in the following form or certificate of such warehouseman containing such an undertaking:

The wheat represented hereby was received by rail freight from -----

(Town) ----- point of
(County) (State)

origin, as evidenced by original paid freight bill which has been officially registered for transit and will be held and kept alive, within statutory limitations, for the benefit of the holder hereof.

(Warehouseman)

Otherwise a deduction of eight cents (8¢) per bushel shall be made.

(b) Amount of loan at country points.

(1) Except for the States and counties hereinafter set forth, Commodity Credit Corporation will determine the loan value on wheat in storage on the farm or in country warehouses by deducting from the designated terminal market value an amount equal to 3 cents more than the all-rail interstate freight rate (in effect on May 1, 1939) from the country warehouse points, or the shipping point designated by the producer, to such terminal market; except that in the appropriate counties of Illinois, Indiana, Iowa, Minnesota, Missouri, Nebraska, Oklahoma, South Dakota, Texas, and Wisconsin such rates shall be computed on the basis of the average freight rate from all shipping points other than subterminal markets in each county to the appropriate terminal market.

Each approved warehouse will be advised as to the loan value applicable to wheat stored in such warehouse. Producers may obtain from the county committee the loan values applicable to wheat stored on each farm and in the public warehouses. Loan values will be published in supplements for the several wheat loan States.

The loan value of eligible wheat stored in approved subterminal warehouses (approved warehouses other than those situated in the designated terminal markets that have executed the Terminal Warehouse Agreement, 1939 C.C.C. Wheat Form H), which was shipped by rail may be determined by deducting from the appropriate designated terminal market loan value an amount equal to the transit balance of the through freight rate from point of origin for such wheat to such terminal market; *Provided*, In the case of wheat stored at any railroad transit point, taking a penalty by reason of out of line movement, or for any other reason, to the appropriate designated market, there shall be added to such transit balance an amount equal to any out of line or other costs incurred in storing loan wheat in such position as determined by Commodity Credit Corporation. Arrangements have been made

for the railroads to indicate transit balance of the through rate on the inbound paid freight bills on a basis of 100 pounds. To obtain the loan value as determined above, the warehouse receipts, in addition to other required documents, must be accompanied by the original paid freight bills duly registered for transit privileges; *Provided*, That Commodity Credit Corporation will accept in lieu of such bills, warehouse receipts on which a legend, signed by the warehouseman, has been stamped or typewritten substantially in the following form or certificate of such warehouseman containing such an undertaking:

The wheat represented hereby was received by rail freight as evidenced by original paid freight bill which has been officially registered for transit and will be held and kept alive, within statutory and tariff limitations, for the benefit of the holder hereof. The aforementioned original paid freight bill carries notation thereon by the railroad agent showing transit balance, if any, of through rate from -----

(Town) ----- point of
(County) (State)

origin, to -----
(Basic loan terminal market)
of ----- cents per 100 pounds.

(Warehouseman)

(Address)

(2) Separate schedules of loan values will be issued for the States and counties hereinafter set forth:

State and Counties

Colorado: All counties south of Idaho County.

Utah: All counties.

Idaho: Alamosa, Archuleta, Chaffee, Conejos, Costilla, Custer, Delta, Dolores, Eagle, Fremont, Garfield, LaPlata, Mesa, Moffat, Montezuma, Montrose, Ouray, Pitkin, Rio Blanco, Rio Grande, Routt, Saguache, San Miguel.

Wyoming: Lincoln, Sublette, Sweetwater, Teton, Uinta.

All counties of Indiana, except Lake, Newton, Benton, Porter, Jasper, White, LaPorte, St. Joseph, Marshall, Fulton, Elkhart, Kosciusko, and Starke.

Michigan.

Ohio.

Kentucky.

Tennessee.

West Virginia.

Virginia.

Maryland.

Delaware.

Pennsylvania.

New York.

The loan value of eligible wheat stored in approved subterminal warehouses in the foregoing area (approved warehouses that have executed the Terminal Warehouse Agreement, 1939 C.C.C. Wheat Form H) which was shipped by rail in the movement of natural market direction as approved by Commodity Credit Corporation, shall be determined by adding 3 cents per bushel to the country loan value for the county from which the wheat is shipped and an amount equal

to the transit value of the freight paid from point of origin to markets designated by Commodity Credit Corporation. Lending agencies and County Committees are advised that in each instance such transit value must be verified by the Agency Manager of the Loan Agency of Reconstruction Finance Corporation serving the area. In such cases, the loan documents must be accompanied by the original paid freight bills or certificates of the warehouseman and other required documents as set forth in Section (b)-(1) above. If eligible loan wheat is stored in approved subterminal warehouses located at transit points, taking a penalty by reason of back haul, or out of line of natural market movement such penalty or other costs by reason of such movement, as determined by Commodity Credit Corporation, shall be deducted from loan values as determined above.

Adopted May 23, 1939.

[SEAL] MAYNARD R. BUCK,
Assistant Secretary.

[F. R. Doc. 39-2893; Filed, August 8, 1939; 9:22 a. m.]

[1939 Wheat Circular Letter No. 1 (Supplemental Instructions)]

PART 208—1939 WHEAT LOANS

§ 208.1 (b) The definition of eligible wheat as set forth in subsection (b) of Section 1, contained in 1939 CCC Wheat Form 1, is hereby supplemented as follows: Eligible producers delivering wheat of the grades No. 1 to No. 5 inclusive (grades 4 and 5 must meet all the grade requirements of No. 3 except test weight) to approved warehouses in which is ineligible for loan *only by reason of grading tough or because of carrying notation as to weevil or other insects injurious to stored grain* may have the wheat processed at their own expense and such wheat will thereafter be considered eligible for loan purposes when the original warehouse receipt in addition to other original documents as set forth in CCC Wheat Form 1, are accompanied by a certificate of the approved warehouseman issuing said receipts as follows:

The wheat represented by attached warehouse receipt No. _____, dated _____, covering loan wheat has been processed at the request of the eligible producer and redelivery will be made of the same country run quality, quantity, grade and protein as shown on the said warehouse receipt and accompanying original inbound inspection, weight and other required documents free of "tough" and "weevily" notation. Lien for processing charges will not be claimed by warehousemen from Commodity Credit Corporation or any subsequent holder of said warehouse receipt.

(Signed) _____
(Warehouseman)

(Address)

The foregoing section applies only to wheat containing up to a limit of 15½% moisture. Wheat containing an excess

of this amount of moisture is "sample grade" and is ineligible for loan.

§ 208.1 (b) (1) Section 1 (b) of said Instructions is supplemented to provide for wheat grading less than No. 3. To be acceptable, the inspection certificate where required by Commodity Credit Corporation or otherwise the warehouse receipt must contain a statement substantially as follows: "This wheat grades No. _____ solely on account test weight."

§ 208.6 Section 6 of said Instructions is hereby amended to permit the smut condition of wheat in Montana to be determined on a degree basis.

§ 208.7 Section 7 of said Instructions is supplemented to provide for a deduction of three-quarters of a pound for each sack in determining the net quantity of wheat collateral when sacked.

§ 208.10 Section 10 of said Instructions is hereby supplemented by waiving the requirement for protein analysis on Hard Winter wheat received by approved warehouses in the area served by the St. Louis Loan Agency of Reconstruction Finance Corporation.

§ 208.19 Section 19 of said Instructions is supplemented to provide that wheat loans originating in those portions of Indiana and Kentucky included in the area of the 8th Federal Reserve District shall be handled by the Loan Agency of Reconstruction Finance Corporation at Louisville, Kentucky.

§ 208.3 (a) C.C.C. Wheat Form 1, 1939, Supplement 1, Section 1, is hereby amended by changing the word "Heart" as a subclass applying under the Portland, Oregon, and Seattle, Washington, Terminal market basic loan values to the word "Baart" and by adding a basic loan value of No. 1 Hard White wheat of 78¢ per bushel to the markets of San Francisco, Los Angeles, Stockton and Oakland, California.

§ 208.3 (b) (2) Supplement 1, Section 2 (b), contains a transposition of the states of Colorado and Idaho. This is corrected to read as follows: Idaho, all counties south of Idaho County. Colorado, the following counties: Alamosa, Archuleta, Chaffee, Conejos, Costilla, Custer, Delta, Dolores, Eagle, Fremont, Garfield, LaPlata, Mesa, Moffat, Montezuma, Montrose, Ouray, Pitkin, Rio Grande, Routt, Saguache, San Miguel.

§ 208.3 (b) (2) Supplement 1, Section 2 (b), last paragraph is amended to read as follows:

"In such cases, the warehouse receipts in addition to the required documents as set forth in C.C.C. Wheat Form 1, Section 10, must be accompanied by the original or duplicate original paid freight bills, or certificates of the warehouseman as to such paid freight bills. Such certificate shall be in the following form:

The wheat represented hereby was received by rail freight as evidenced by original paid freight bill which has been officially registered for transit and will be held and kept alive within statutory and tariff limitations, for the benefit of the holder hereof. Said

original paid freight bill carries notation thereon showing the portion of the through rail freight from

(Town) (County) (State)
shipping point of origin, paid into -----
(Town)
-----, transit

(County) (State)
point, of ----- cents per 100 pounds. The undersigned warehouseman states to the best of his knowledge, said freight bill represents the usual rail movement of said wheat and that there are no back haul or out of line haul railroad penalties or other costs in connection therewith.

(Warehouseman)

(Date) (Address)

If eligible loan wheat is stored in approved subterminal warehouses located at transit points, taking a penalty by reason of back haul, or out of line of natural market movement such penalty or other costs by reason of such movement, as determined by Commodity Credit Corporation, shall be deducted from loan values as determined above.

JAS. A. COLE,
Special Assistant.

Adopted, July 21, 1939.

[SEAL] MAYNARD R. BUCK,
Assistant Secretary.

[F. R. Doc. 39-2892; Filed, August 8, 1939; 9:21 a. m.]

TITLE 7—AGRICULTURE
AGRICULTURAL ADJUSTMENT
ADMINISTRATION

[ACP-1939-18]

PART 701—1939 AGRICULTURAL CONSERVATION PROGRAM BULLETIN

SUPPLEMENT NO. 18

Pursuant to the authority vested in the Secretary of Agriculture under Sections 7 to 17 of the Soil Conservation and Domestic Allotment Act, as amended, the 1939 Agricultural Conservation Program Bulletin, as amended, is hereby further amended as follows:

Paragraph (b) of Section 701.6 is amended by the addition of the following:

The 1939 county per-acre rates of payment for general soil-depleting acreage, as established by the Secretary, are as follows:

ARKANSAS	
County:	Rate of Payment (Dollars per acre)
Arkansas.....	\$0.73
Baxter.....	.65
Benton.....	.79
Boone.....	.75
Carroll.....	.80
Clay.....	.77
Crawford.....	.67
Fulton.....	.60
Independence.....	.75
Johnson.....	.59
Logan.....	.58

14 F.R. 3389 DI.

County:	Rate of payment (Dollars per acre)	County:	Rate of payment (Dollars per acre)	County:	Rate of payment (Dollars per acre)
Madison	\$0.78	Douglas	\$1.38	Cass	\$1.37
Marion	.69	Du Page	1.42	Clark	1.09
Newton	.78	Edgar	1.41	Clay	1.08
Prairie	.66	Edwards	1.02	Clinton	1.48
Randolph	.77	Effingham	.89	Crawford	.93
Searcy	.67	Fayette	.95	Daviess	1.11
Sharp	.62	Ford	1.34	Dearborn	1.12
Stone	.63	Franklin	.88	Decatur	1.39
Van Buren	.53	Fulton	1.46	De Kalb	1.33
Washington	.81	Gallatin	1.10	Delaware	1.43
CALIFORNIA		Greene	1.39	Dubois	1.02
Alameda	\$1.25	Grundy	1.35	Elkhart	1.27
Butte	1.49	Hamilton	.93	Fayette	1.53
Colusa	1.37	Hancock	1.37	Floyd	1.12
Contra Costa	1.41	Hardin	.93	Fountain	1.19
Fresno	1.36	Henderson	1.51	Franklin	1.31
Glenn	1.33	Henry	1.56	Fulton	1.21
Imperial	1.51	Iroquois	1.30	Gibson	1.19
Kern	1.42	Jackson	1.12	Grant	1.49
Kings	1.65	Jasper	.89	Greene	1.13
Los Angeles	1.65	Jefferson	.87	Hamilton	1.46
Madera	.88	Jersey	1.26	Hancock	1.32
Merced	1.32	Jo Daviess	1.52	Harrison	1.03
Monterey	1.26	Johnson	.96	Hendricks	1.30
Placer	.84	Kane	1.57	Henry	1.42
Riverside	1.13	Kankakee	1.27	Howard	1.53
Sacramento	1.33	Kendall	1.40	Huntington	1.37
San Benito	1.00	Knox	1.54	Jackson	1.11
San Joaquin	1.48	Lake	1.40	Jasper	1.13
San Luis Obispo	1.00	La Salle	1.49	Jay	1.22
Santa Barbara	1.08	Lawrence	1.05	Jefferson	1.09
Solano	1.44	Lee	1.51	Jennings	1.03
Stanislaus	1.51	Livingston	1.38	Johnson	1.47
Sutter	1.49	Logan	1.46	Knox	1.18
Tehama	1.21	McDonough	1.48	Kosciusko	1.38
Tulare	1.28	McHenry	1.46	Lagrange	1.26
Ventura	1.48	McLean	1.44	Lake	1.21
Yolo	1.53	Macon	1.48	La Porte	1.16
Yuba	1.09	Macoupin	1.22	Lawrence	1.13
COLORADO		Madison	1.16	Madison	1.45
Adams	\$0.68	Marion	.86	Marion	1.36
Arapahoe	.64	Marshall	1.38	Marshall	1.29
Baca	.55	Mason	1.23	Martin	1.10
Bent	.96	Massac	1.04	Miami	1.49
Boulder	1.48	Menard	1.40	Monroe	1.11
Cheyenne	.44	Mercer	1.56	Montgomery	1.36
Crowley	.75	Monroe	1.21	Morgan	1.29
Douglas	.66	Montgomery	1.09	Newton	1.26
Elbert	.46	Morgan	1.49	Noble	1.39
El Paso	.46	Moultrie	1.36	Ohio	1.18
Huerfano	.55	Ogle	1.46	Orange	1.02
Jefferson	1.36	Peoria	1.41	Owen	1.02
Kiowa	.46	Perry	.84	Parke	1.18
Kit Carson	.44	Piatt	1.49	Perry	.99
Larimer	1.33	Pike	1.34	Pike	1.00
Las Animas	.60	Pope	.94	Porter	1.15
Lincoln	.46	Pulaski	1.13	Posey	1.13
Logan	.72	Putnam	1.61	Pulaski	1.14
Morgan	.78	Randolph	1.05	Putnam	1.16
Otero	1.31	Richland	.88	Randolph	1.38
Phillips	.77	Rock Island	1.50	Ripley	1.06
Prowers	.86	Saint Clair	1.11	Rush	1.49
Pueblo	.67	Saline	1.03	St. Joseph	1.21
Sedgwick	.81	Sangamon	1.42	Scott	1.01
Teller	.60	Schuyler	1.37	Shelby	1.30
Washington	.47	Scott	1.48	Spencer	1.00
Weld	.90	Shelby	1.19	Starke	1.03
Yuma	.30	Stark	1.44	Steuben	1.36
ILLINOIS		Stephenson	1.47	Sullivan	1.14
Adams	\$1.34	Tazewell	1.46	Switzerland	1.18
Alexander	1.07	Union	1.15	Tippecanoe	1.27
Bond	.93	Vermillion	1.28	Tipton	1.61
Boone	1.37	Wabash	1.18	Union	1.62
Brown	1.37	Warren	1.56	Vanderburgh	1.18
Bureau	1.61	Washington	.87	Vermillion	1.13
Calhoun	1.44	Wayne	.92	Vigo	1.09
Carroll	1.56	White	1.06	Wabash	1.44
Cass	1.42	Whiteside	1.55	Warren	1.19
Champaign	1.46	Will	1.27	Warrick	1.05
Christian	1.34	Williamson	.98	Washington	1.05
Clark	1.09	Winnebago	1.34	Wayne	1.44
Clay	.90	Woodford	1.59	Wells	1.33
Clinton	1.02	INDIANA		White	1.26
Coles	1.30	Adams	\$1.32	Whitley	1.31
Cook	1.40	Allen	1.39	IOWA	
Crawford	1.11	Bartholomew	1.22	Adair	\$1.42
Cumberland	1.01	Benton	1.24	Adams	1.38
De Kalb	1.58	Blackford	1.21	Allamakee	1.42
De Witt	1.36	Boone	1.30	Appanoose	1.06
		Brown	1.06	Audubon	1.45
		Carroll	1.42	Benton	1.55

County:	Rate of Payment (Dollars per acre)
Black Hawk	\$1.48
Boone	1.55
Bremer	1.43
Buchanan	1.29
Buena Vista	1.51
Butler	1.29
Calhoun	1.53
Carroll	1.48
Cass	1.41
Cedar	1.70
Cerro Gordo	1.35
Cherokee	1.46
Chickasaw	1.27
Clarke	1.24
Clay	1.40
Clayton	1.52
Clinton	1.55
Crawford	1.39
Dallas	1.60
Davis	1.08
Decatur	1.10
Delaware	1.41
Des Moines	1.49
Dickinson	1.36
Dubuque	1.42
Emmet	1.38
Fayette	1.36
Floyd	1.30
Franklin	1.46
Fremont	1.43
Greene	1.51
Grundy	1.52
Guthrie	1.44
Hamilton	1.57
Hancock	1.40
Hardin	1.48
Harrison	1.37
Henry	1.54
Howard	1.21
Humboldt	1.55
Ida	1.40
Iowa	1.59
Jackson	1.42
Jasper	1.59
Jefferson	1.28
Johnson	1.62
Jones	1.60
Keokuk	1.46
Kossuth	1.47
Lee	1.24
Linn	1.49
Louisa	1.45
Lucas	1.20
Lyon	1.27
Madison	1.47
Mahaska	1.52
Marion	1.50
Marshall	1.61
Mills	1.46
Mitchell	1.33
Monona	1.41
Monroe	1.19
Montgomery	1.48
Muscatine	1.48
O'Brien	1.48
Osceola	1.38
Page	1.46
Palo Alto	1.37
Plymouth	1.28
Pocahontas	1.45
Polk	1.57
Pottawattamie, East	1.52
Pottawattamie, West	1.39
Poweshiek	1.56
Ringgold	1.13
Sac	1.53
Scott	1.66
Shelby	1.48
Sioux	1.36
Story	1.57
Tama	1.57
Taylor	1.21
Union	1.28
Van Buren	1.11
Wapello	1.25
Warren	1.45
Washington	1.57
Wayne	1.11
Webster	1.48
Winnebago	1.42
Winneshiek	1.46
Woodbury	1.32

County:	Rate of Payment (Dollars per acre)
Worth	\$1.33
Wright	1.51
KANSAS	
Allen	\$0.93
Anderson	.90
Atchison	1.13
Barber	.94
Barton	1.02
Bourbon	.84
Brown	1.33
Butler	.85
Chase	1.16
Chautauqua	.84
Cherokee	.77
Cheyenne	.69
Clark	.88
Clay	1.06
Cloud	1.01
Coffey	.96
Comanche	.93
Cowley	.85
Crawford	.83
Decatur	.75
Dickinson	1.21
Doniphan	1.35
Douglas	1.15
Edwards	.95
Elk	.83
Ellis	.94
Ellsworth	.96
Finney	.79
Ford	.96
Franklin	1.02
Geary	1.13
Gove	.71
Graham	.69
Grant	.77
Gray	.84
Greeley	.62
Greenwood	.91
Hamilton	.74
Harper	.95
Harvey	.96
Haskell	.87
Hodgeman	.75
Jackson	1.01
Jefferson	1.16
Jewell	.84
Johnson	1.10
Kearny	.75
Kingman	.92
Kiowa	.97
Labette	.80
Lane	.69
Leavenworth	1.10
Lincoln	.97
Linn	.91
Logan	.56
Lyon	1.05
McPherson	1.04
Marion	1.00
Marshall	1.09
Meade	.84
Miami	.97
Mitchell	.93
Montgomery	.79
Morris	1.11
Morton	.73
Nemaha	1.05
Neosho	.86
Ness	.83
Norton	.75
Osage	1.03
Osborne	.83
Ottawa	1.01
Pawnee	.93
Phillips	.69
Pottawatomie	1.22
Pratt	1.04
Rawlins	.74
Reno	.99
Republic	.91
Rice	.99
Riley	1.11
Rooks	.71
Rush	.94
Russell	1.00
Saline	1.08
Scott	.55
Sedgwick	.99
Seward	.76

County:	Rate of Payment (Dollars per acre)
Shawnee	\$1.18
Sheridan	.71
Sherman	.61
Smith	.71
Stafford	1.01
Stanton	.73
Stevens	.74
Sumner	.83
Thomas	.70
Trego	.78
Wabaunsee	1.22
Wallace	.46
Washington	1.03
Wichita	.60
Wilson	.85
Woodson	.85
Wyandotte	1.23
MICHIGAN	
Alcona	\$1.09
Alger	1.06
Allegan	1.22
Alpena	1.04
Antrim	1.06
Arenac	1.04
Baraga	1.23
Barry	1.23
Bay	1.25
Benzie	.93
Berrien	1.32
Branch	1.20
Calhoun	1.18
Cass	1.15
Charlevoix	1.09
Cheboygan	1.10
Chippewa	1.18
Clare	.98
Clinton	1.33
Crawford	1.06
Delta	1.06
Dickinson	1.23
Eaton	1.33
Emmet	1.12
Genesee	1.30
Gladwin	1.04
Gogebic	1.23
Grand Traverse	1.05
Gratiot	1.29
Hillsdale	1.28
Houghton	1.17
Huron	1.30
Ingham	1.22
Ionia	1.27
Iosco	1.04
Iron	1.19
Isabella	1.11
Jackson	1.14
Kalamazoo	1.14
Kalkaska	.93
Kent	1.19
Keweenaw	1.06
Lake	.92
Lapeer	1.19
Leelanau	1.02
Lenawee	1.41
Livingston	1.21
Luce	1.11
Mackinac	1.03
Macomb	1.28
Manistee	.96
Marquette	1.00
Mason	1.00
Mecosta	.92
Menominee	1.16
Midland	1.16
Missaukee	.95
Monroe	1.43
Montcalm	1.11
Montmorency	.96
Muskegon	1.08
Newaygo	1.07
Oakland	1.25
Oceana	.95
Ogemaw	1.05
Ontonagon	1.06
Osceola	.96
Oscoda	.94
Otsego	1.01
Ottawa	1.28
Presque Isle	1.21
Roscommon	.81
Saginaw	1.25

County:	Rate of Payment (Dollars per acre)
St. Clair	\$1.16
St. Joseph	1.10
Sanilac	1.17
Schoolcraft	1.16
Shiawassee	1.23
Tuscola	1.29
Van Buren	1.11
Washtenaw	1.30
Wayne	1.30
Wexford	.92

MINNESOTA

Aitkin	\$1.16
Anoka	1.11
Becker	1.02
Beltrami	1.06
Benton	1.15
Big Stone	.98
Blue Earth	1.47
Brown	1.38
Carlton	1.20
Carver	1.70
Cass	.98
Chippewa	1.18
Chisago	1.27
Clay	1.02
Clearwater	1.13
Cook	1.00
Cottonwood	1.27
Crow Wing	1.03
Dakota	1.22
Dodge	1.22
Douglas	1.16
Faribault	1.45
Fillmore	1.31
Freeborn	1.46
Goodhue	1.36
Grant	1.04
Hennepin	1.38
Houston	1.42
Hubbard	.87
Isanti	1.22
Itasca	1.16
Jackson	1.37
Kanabec	1.20
Kandiyohi	1.25
Kittson	.86
Koochiching	1.18
Lac Qui Parle	1.09
Lake	1.03
Lake of the Woods	1.10
Le Sueur	1.55
Lincoln	1.13
Lyon	1.23
McLeod	1.51
Mahnomen	.97
Marshall	.88
Martin	1.43
Martin	1.27
Meeker	1.28
Mille Lacs	1.28
Morrison	1.03
Mower	1.22
Murray	1.22
Nicollet	1.47
Nobles	1.32
Norman	1.01
Olmsted	1.27
Otter Tail	1.08
Pennington	.94
Pine	1.18
Pipestone	1.13
Polk	1.04
Pope	1.07
Ramsey	1.22
Red Lake	.92
Redwood	1.30
Renville	1.27
Rice	1.48
Rock	1.23
Roseau	.96
St. Louis	1.17
Scott	1.52
Sherburne	.97
Sibley	1.50
Stearns	1.19
Steele	1.46
Stevens	1.07
Swift	1.05
Todd	1.15
Traverse	.98
Wabasha	1.35
Wadena	.93

County:	Rate of Payment (Dollars per acre)
Waseca	\$1.42
Washington	1.21
Watsonwan	1.41
Wilkin	.98
Winona	1.33
Wright	1.31
Yellow Medicine	1.23

MISSOURI

Adair	\$1.02
Andrew	1.25
Atchison	1.32
Audrain	.87
Barry	.84
Barton	.80
Bates	.86
Benton	.90
Bollinger	.82
Boone	.99
Buchanan	1.21
Butler	.88
Caldwell	1.06
Callaway	.93
Camden	.89
Cape Girardeau	1.02
Carroll	1.14
Carter	.78
Cass	1.04
Cedar	.82
Chariton	1.12
Christian	.96
Clark	1.04
Clay	1.13
Clinton	1.19
Cole	1.03
Cooper	1.00
Crawford	.83
Dade	.87
Dallas	.80
Davies	1.06
De Kalb	.99
Dent	.87
Douglas	.74
Dunklin	.98
Franklin	.98
Gasconade	.92
Gentry	1.05
Greene	1.01
Grundy	1.03
Harrison	1.08
Henry	.84
Hickory	.82
Holt	1.32
Howard	1.09
Howell	.72
Iron	.69
Jackson	1.20
Jasper	.88
Jefferson	1.07
Johnson	.95
Knox	1.02
Laclede	.90
Lafayette	1.23
Lawrence	.87
Lewis	1.03
Lincoln	1.00
Linn	1.11
Livingston	1.03
McDonald	.80
Macon	1.01
Madison	.81
Maries	.88
Marion	1.08
Mercer	1.09
Miller	.96
Mississippi	1.03
Moniteau	.96
Monroe	.98
Montgomery	.89
Morgan	.97
New Madrid	1.01
Newton	.85
Nodaway	1.14
Oregon	.77
Osage	1.05
Ozark	.66
Pemiscot	1.10
Perry	1.02
Pettis	.99
Phelps	.87
Pike	1.05

County:	Rate of Payment (Dollars per acre)
Platte	\$1.27
Polk	.91
Pulaski	.92
Putnam	1.15
Ralls	1.02
Randolph	.98
Ray	1.15
Reynolds	.78
Ripley	.77
St. Charles	1.16
St. Clair	.82
St. Francois	.89
St. Louis	1.22
Ste. Genevieve	1.01
Saline	1.17
Schuyler	1.10
Scotland	1.01
Scott	.95
Shannon	.78
Shelby	1.03
Stoddard	.91
Stone	.86
Sullivan	1.14
Taney	.82
Texas	.80
Vernon	.77
Warren	.99
Washington	.86
Wayne	.80
Webster	.83
Worth	1.09
Wright	.82

MONTANA

Big Horn	\$0.91
Blaine	.96
Broadwater	1.06
Carbon	1.22
Carter	.73
Cascade	1.11
Chouteau	1.04
Custer	.64
Daniels	.79
Dawson	.70
Fallon	.74
Fergus	1.01
Gallatin	1.31
Garfield	.63
Glacier	.88
Golden Valley	.60
Hill	.84
Judith Basin	.89
Lewis and Clark	.88
Liberty	.77
McCone	.65
Meagher	.75
Musselshell	.59
Park	1.08
Petroleum	.58
Phillips	.78
Pondera	1.15
Powder River	.68
Prairie	.63
Richland	.80
Roosevelt	.78
Rosebud	.66
Sheridan	.81
Stillwater	.86
Sweet Grass	.89
Teton	1.17
Toole	.84
Treasure	.75
Valley	.76
Wheatland	.62
Wibaux	.78
Yellowstone	.95

NEBRASKA

Adams	\$0.95
Antelope	.89
Arthur	.68
Banner	.86
Blaine	.68
Boone	.97
Box Butte	.85
Boyd	.68
Brown	.64
Buffalo	.89
Burt	1.45
Butler	1.23
Cass	1.21
Cedar	1.03

County:	Rate of Payment (Dollars per acre)
Chase	\$0.79
Cherry	.67
Cheyenne	.83
Clay	1.03
Colfax	1.25
Cuming	1.39
Custer	.78
Dakota	1.28
Dawes	.77
Dawson	1.01
Deuel	.91
Dixon	1.11
Dodge	1.37
Douglas	1.30
Dundy	.78
Fillmore	1.15
Franklin	.80
Frontier	.74
Furnas	.83
Gage	1.14
Garden	.87
Garfield	.71
Gosper	.86
Grant	.67
Greeley	.84
Hall	.99
Hamilton	1.12
Harlan	.81
Hayes	.74
Hitchcock	.79
Holt	.67
Hooker	.65
Howard	.97
Jefferson	1.13
Johnson	1.14
Kearney	.91
Keith	.87
Keyapaha	.58
Kimball	.84
Knox	.90
Lancaster	1.16
Lincoln	.78
Logan	.72
Loup	.69
McPherson	.67
Madison	1.08
Merrick	1.07
Morrill	.90
Nance	1.08
Nenaha	1.30
Nuckolls	.96
Otoe	1.23
Pawnee	1.14
Perkins	.82
Phelps	.88
Pierce	.99
Platte	1.18
Polk	1.25
Redwillow	.75
Richardson	1.35
Rock	.59
Saline	1.26
Sarpy	1.30
Saunders	1.22
Scotts Bluff	1.46
Seward	1.30
Sheridan	.76
Sherman	.82
Sioux	.87
Stanton	1.25
Thayer	1.07
Thomas	.63
Thurston	1.19
Valley	.83
Washington	1.37
Wayne	1.19
Webster	.86
Wheeler	.68
York	1.18
NEW MEXICO	
Colfax	\$0.95
Curry	.74
De Baca	1.00
Guadalupe	.64
Harding	.69
Lea	.59
Lincoln	.98
Mora	.73
Quay	.73
Roosevelt	.78
San Miguel	.75
Torrance	.67
Union	.69

NORTH DAKOTA	
County:	Rate of Payment (Dollars per acre)
Adams	\$0.79
Barnes	.83
Benson	.77
Billings	.69
Bottineau	.67
Bowman	.75
Burke	.78
Burleigh	.71
Cass	.95
Cavalier	.86
Dickey	.80
Divide	.76
Dunn	.69
Eddy	.73
Emmons	.78
Foster	.72
Golden Valley	.76
Grand Forks	.93
Grant	.76
Griggs	.79
Hettinger	.76
Kidder	.71
La Moure	.80
Logan	.77
McHenry	.66
McIntosh	.75
McKenzie	.75
McLean	.72
Mercer	.77
Morton	.77
Mountrail	.67
Nelson	.84
Oliver	.74
Pembina	.91
Pierce	.73
Ramsey	.87
Ransom	.83
Renville	.69
Richland	.89
Rolette	.67
Sargent	.86
Sheridan	.76
Sioux	.69
Slope	.72
Stark	.79
Steele	.80
Stutsman	.77
Towner	.78
Traill	.93
Walsh	.92
Ward	.73
Wells	.80
Williams	.70
OHIO	
Adams	\$1.05
Allen	1.47
Ashland	1.36
Ashtabula	1.35
Athens	1.25
Auglaize	1.45
Belmont	1.28
Brown	1.05
Butler	1.36
Carroll	1.25
Champaign	1.47
Clark	1.46
Clermont	1.09
Clinton	1.41
Columbiana	1.33
Coshocton	1.33
Crawford	1.46
Cuyahoga	1.47
Darke	1.40
Defiance	1.41
Delaware	1.33
Erie	1.51
Fairfield	1.38
Fayette	1.43
Franklin	1.40
Fulton	1.56
Gallia	1.16
Geauga	1.50
Greene	1.42
Guernsey	1.20
Hamilton	1.43
Hancock	1.50
Hardin	1.42
Harrison	1.31
Henry	1.55
Highland	1.20
Hocking	1.17
Holmes	1.33

County:	Rate of Payment (Dollars per acre)
Huron	\$1.42
Jackson	1.18
Jefferson	1.30
Knox	1.42
Lake	1.39
Lawrence	1.08
Licking	1.37
Logan	1.31
Lorain	1.42
Lucas	1.66
Madison	1.38
Mahoning	1.45
Marion	1.33
Medina	1.41
Meigs	1.27
Mercer	1.41
Miami	1.48
Monroe	1.15
Montgomery	1.41
Morgan	1.27
Morrow	1.34
Muskingum	1.29
Noble	1.23
Ottawa	1.58
Paulding	1.30
Perry	1.24
Pickaway	1.41
Pike	1.14
Portage	1.46
Preble	1.46
Putnam	1.53
Richland	1.39
Ross	1.34
Sandusky	1.53
Scioto	1.27
Seneca	1.48
Shelby	1.34
Stark	1.49
Summit	1.46
Trumbull	1.39
Tuscarawas	1.39
Union	1.30
Van Wert	1.42
Vinton	1.13
Warren	1.34
Washington	1.27
Wayne	1.56
Williams	1.55
Wood	1.51
Wyandot	1.40

OKLAHOMA	
County:	Rate of Payment (Dollars per acre)
Adair	\$0.76
Alfalfa	.96
Atoka	.62
Beaver	.76
Beckham	.81
Blaine	.88
Bryan	.75
Caddo	.86
Canadian	.88
Carter	.77
Cherokee	.69
Choctaw	.63
Cimarron	.69
Cleveland	.82
Coal	.64
Comanche	.81
Cotton	.79
Craig	.67
Creek	.73
Custer	.85
Delaware	.70
Dewey	.77
Ellis	.78
Garfield	.90
Garvin	.90
Grady	.88
Grant	.89
Greer	.88
Harmon	.82
Harper	.75
Haskell	.66
Hughes	.68
Jackson	.90
Jefferson	.75
Johnston	.75
Kay	.84
Kingfisher	.88
Kiowa	.94
Latimer	.68
LeFlore	.68
Lincoln	.67

County:	Rate of Payment (Dollars per acre)	County:	Rate of Payment (Dollars per acre)	County:	Rate of Payment (Dollars per acre)
Logan	\$0.73	Spink	\$0.75	Freestone	\$0.63
Love	.70	Stanley	.63	Frio	.81
McClain	.86	Sully	.67	Gaines	.72
McCurtain	.65	Todd	.68	Galveston	.92
McIntosh	.69	Tripp	.72	Garza	.85
Major	.85	Turner	1.09	Gillespie	.87
Marshall	.77	Union	1.20	Glasscock	.76
Mayes	.70	Walworth	.75	Goliad	.79
Murray	.77	Washabaugh	.65	Gonzales	.85
Muskogee	.76	Washington	.66	Gray	.91
Noble	.69	Yankton	1.07	Grayson	.97
Nowata	.67	Ziebach	.57	Gregg	.49
Okfuskee	.73			Grimes	.59
Oklahoma	.82			Guadalupe	.90
Okmulgee	.75			Hale	.86
Osage	.77			Hall	.95
Osage	.77			Hamilton	1.02
Ottawa	.67			Hansford	.75
Pawnee	.72			Hardeman	.89
Payne	.68			Hardin	.81
Pittsburg	.66			Harris	.84
Pontotoc	.75			Harrison	.55
Pottawatomie	.75			Hartley	.70
Pushmataha	.60			Haskell	.81
Roger Mills	.69			Hays	.87
Rogers	.67			Hemphill	.80
Seminole	.69			Henderson	.66
Sequoyah	.67			Hidalgo	1.43
Stephens	.77			Hill	.99
Texas	.77			Hockley	.88
Tillman	.94			Hood	.70
Tulsa	.78			Hopkins	.74
Wagoner	.74			Houston	.54
Washington	.74			Howard	.79
Washita	.92			Hudspeth	1.14
Woods	.85			Hunt	.90
Woodward	.72			Hutchinson	.76
				Irion	.89
				Jack	.70
				Jackson	.86
				Jasper	.58
				Jeff Davis	.84
				Jefferson	.90
				Jim Hogg	.88
				Jim Wells	1.04
				Johnson	.97
				Jones	.79
				Karnes	.86
				Kaufman	.89
				Kendall	.91
				Kennedy	.96
				Kent	.62
				Kerr	.90
				Kimble	.79
				King	.81
				Kinney	.60
				Kleberg	1.04
				Knox	.95
				Lamar	.89
				Lamb	1.07
				Lampasas	1.01
				La Salle	.95
				Lavaca	.87
				Lee	.81
				Leon	.59
				Liberty	.78
				Limestone	.68
				Lipscomb	.81
				Live Oak	.94
				Llano	.86
				Loving	.66
				Lubbock	.90
				Lynn	.83
				McCulloch	1.08
				McLennon	1.03
				McMullen	.84
				Madison	.57
				Marion	.55
				Martin	.74
				Mason	.78
				Matagorda	.81
				Maverick	.97
				Medina	.85
				Menard	.89
				Midland	.79
				Milam	.90
				Mills	.99
				Mitchell	.79
				Montague	.67
				Montgomery	.63
				Moore	.81
				Morris	.59
				Motley	.91

TEXAS

SOUTH DAKOTA

County:	Rate of Payment (Dollars per acre)
Nacogdoches	\$0.52
Navarro	.88
Newton	.58
Nolan	.82
Nueces	1.72
Ochiltree	.82
Oldham	.77
Orange	.75
Palo Pinto	.72
Panola	.56
Parker	.72
Parmer	.80
Pecos	1.30
Polk	.60
Potter	.78
Presidio	.87
Rains	.72
Randall	.82
Reagan	.76
Real	.69
Red River	.80
Reeves	.96
Refugio	1.09
Roberts	.92
Robertson	.69
Rockwall	.96
Runnels	1.09
Rusk	.57
Sabine	.52
San Augustine	.52
San Jacinto	.62
San Patricio	1.43
San Saba	1.00
Schleicher	.85
Scurry	.66
Shackelford	.77
Shelby	.53
Sherman	.75
Smith	.56
Somervell	.73
Starr	.87
Stephens	.75
Sterling	.86
Stonewall	.66
Sutton	.79
Swisher	.85
Tarrant	.93
Taylor	.79
Terrell	.74
Terry	.92
Throckmorton	.82
Titus	.66
Tom Green	1.00
Travis	.95
Trinity	.56
Tyler	.61
Upshur	.58
Upton	.81
Uvalde	.88
Val Verde	1.03
Van Zandt	.70
Victoria	.85
Walker	.63
Waller	.76
Ward	.95
Washington	.81
Webb	1.09
Wharton	.94
Wheeler	.80
Wichita	.87
Wilbarger	1.00
Willacy	1.24
Williamson	1.06
Wilson	.85
Winkler	.66
Wise	.76
Wood	.59
Yoakum	.85
Young	.83
Zapata	.83
Zavala	.80

WISCONSIN

Adams	\$0.80
Ashland	1.09
Barron	1.31
Bayfield	1.21
Brown	1.29
Buffalo	1.38
Burnett	1.09
Calumet	1.42
Chippewa	1.21
Clark	1.25
Columbia	1.25
Crawford	1.32

County:	Rate of Payment (Dollars per acre)
Dane	\$1.34
Dodge	1.55
Door	1.13
Douglas	1.26
Dunn	1.24
Eau Claire	1.19
Florence	1.03
Fond Du Lac	1.42
Forest	1.13
Grant	1.39
Green	1.36
Green Lake	1.32
Iowa	1.34
Iron	1.13
Jackson	1.21
Jefferson	1.48
Juneau	1.13
Kenosha	1.41
Kewaunee	1.30
La Crosse	1.38
Lafayette	1.31
Langlade	1.20
Lincoln	1.14
Manitowoc	1.43
Marathon	1.18
Marquette	1.07
Marquette	1.04
Milwaukee	1.46
Monroe	1.31
Oconto	1.14
Oneida	1.05
Outagamie	1.38
Ozaukee	1.49
Pepin	1.30
Pierce	1.35
Polk	1.23
Portage	.98
Price	1.14
Racine	1.48
Richland	1.32
Rock	1.34
Rusk	1.24
St. Croix	1.23
Sauk	1.24
Sawyer	1.11
Shawano	1.25
Sheboygan	1.50
Taylor	1.23
Trempealeau	1.27
Vernon	1.33
Vilas	1.03
Walworth	1.38
Washburn	1.09
Washington	1.54
Waukesha	1.43
Waupaca	1.29
Waushara	.97
Winnebago	1.41
Wood	1.15

WYOMING

Campbell	\$0.61
Converse	.61
Crook	.77
Goshen	.74
Johnson	.86
Laramie	.56
Niobrara	.55
Platte	.73
Sheridan	.98
Weston	.79

Done at Washington, D. C., this 8th day of August 1939. Witness my hand and the seal of the Department of Agriculture.

[SEAL] HARRY L. BROWN,
Acting Secretary of Agriculture.

[F. R. Doc. 39-2905; Filed, August 8, 1939;
12:40 p. m.]

TITLE 16—COMMERCIAL PRACTICES

FEDERAL TRADE COMMISSION

[Docket No. 3468]

IN THE MATTER OF WACO DRUG COMPANY

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

product: § 3.6 (x) Advertising falsely or misleadingly—Results. Representing, in connection with offer, etc., in commerce, of respondent's "Omodyne", or any other similar preparation, that said preparation is a remedy or cure for, or an effective treatment for, arthritis, neuritis, lumbago, sciatica, gout, neuralgia or rheumatism, or has any beneficial value in relieving the aches or pains which are due to or persist because of such conditions, prohibited. (Sec. 5, 38 Stat. 719, as amended by Sec. 3, 52 Stat. 112; 15 U.S.C., Supp. IV, sec. 45b) [Cease and desist order, Waco Drug Company, Docket 3468, August 1, 1939]

§ 3.6 (m 10) Advertising falsely or misleadingly—Manufacture: § 3.6 (n) (2) Advertising falsely or misleadingly—Nature—Product: § 3.6 (x) Advertising falsely or misleadingly—Results. Representing, in connection with offer, etc., in commerce, of respondent's "Omodyne", or any other similar preparation, that the use of said preparation will cause the elimination of poisons from the human system, or that said preparation is prepared in accordance with a scientific formula, prohibited. (Sec. 5, 38 Stat. 719, as amended by Sec. 3, 52 Stat. 112; 15 U.S.C., Supp. IV, sec. 45b) [Cease and desist order, Waco Drug Company, Docket 3468, August 1, 1939]

United States of America—Before
Federal Trade Commission

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 1st day of August, A. D. 1939.

Commissioners: Robert E. Freer, Chairman; Garland S. Ferguson, Charles H. March, Ewin L. Davis, William A. Ayres.

ORDER TO CEASE AND DESIST

This proceeding having been heard by the Federal Trade Commission upon the complaint of the Commission, testimony and other evidence taken before Henry M. White, an examiner of the Commission theretofore duly designated by it, in support of the allegations of said complaint, brief filed by counsel for the Commission (respondent not having filed brief and oral argument not having been requested), and the Commission having made its findings as to the facts and its conclusion that said respondent has violated the provisions of the Federal Trade Commission Act;

It is ordered, That respondent, Waco Drug Company, its officers, representatives, agents and employees, directly or through any corporate or other device, in connection with the offering for sale, sale and distribution of a medicinal preparation now designated "Omodyne" or any other preparation composed of substantially similar ingredients or possessing substantially similar therapeutic properties, in commerce, as commerce is

defined in the Federal Trade Commission Act, do forthwith cease and desist from:

1. Representing that said preparation is a remedy or cure for, or an effective treatment for, arthritis, neuritis, lumbago, sciatica, gout, neuralgia or rheumatism, or has any beneficial value in relieving the aches or pains which are due to or persist because of such conditions;

2. Representing that the use of said preparation will cause the elimination of poisons from the human system, or that said preparation is prepared in accordance with a scientific formula;

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

By the Commission.

[SEAL] OTIS B. JOHNSON,
Secretary.

[F. R. Doc. 39-2887; Filed, August 7, 1939;
2:40 p. m.]

[Docket No. 3597]

IN THE MATTER OF THE KNOX COMPANY

§ 3.6 (t) *Advertising falsely or misleadingly—Qualities or properties of product:* § 3.6 (y) (1) *Advertising falsely or misleadingly—Scientific or other relevant facts.* Disseminating, etc., advertisements by means of the United States mails, or in commerce, or by any means, to induce, etc., directly or indirectly, purchase of "Cystex" and "Mendaco", or other similar preparations, which advertisements represent, directly or through implication, that said "Cystex" is an adequate remedy or cure, or competent treatment for ailments, disorders, diseased conditions of the human kidneys and bladder, without restricting such representations to those cases of such disorders as are non-organic and non-systemic in character; or that it is a cure or remedy for, or an effective treatment for, all ailments and disorders of the human kidneys and bladder which are non-systemic and non-organic; or that the presence of any of the following symptoms—swollen joints, leg and rheumatic pains, backache, nervousness, dizziness, burning of the urinary passage, "getting up nights", circles under the eyes, excess acidity or loss of energy—is necessarily indicative of ailments or diseased conditions which can be successfully treated by use of said preparation; or that said "Mendaco" is a cure or remedy, or an effective treatment, for asthma, or permanently relieves the symptoms thereof such as choking, gasping, coughing, or wheezing, or possesses any therapeutic value in the treatment of asthma in excess of furnishing, in some cases, temporary relief from the symptoms of asthma; or that it purifies, stimulates, refreshes or has any beneficial effect on the blood or promotes body

metabolism; prohibited. (Sec. 5, 38 Stat. 719, as amended by Sec. 3, 52 Stat. 112; 15 U.S.C., Supp. IV, sec. 45b) [Cease and desist order, the Knox Company, Docket 3597, August 1, 1939]

United States of America—Before
Federal Trade Commission

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 1st day of August, A. D. 1939.

Commissioners: Robert E. Freer, Chairman; Garland S. Ferguson, Charles H. March, Ewin L. Davis, William A. Ayres.

ORDER TO CEASE AND DESIST

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

It is ordered, That the respondent, The Knox Company, its officers, representatives, agents and employees directly or through any corporate or other device, do forthwith cease and desist from:

Disseminating or causing to be disseminated any advertisement by means of the United States mails or in commerce, as commerce is defined in the Federal Trade Commission Act, by any means, for the purpose of inducing or which is likely to induce, directly or indirectly, the purchase of medicinal preparations containing drugs now designated by the names "Cystex" and "Mendaco", or any other medicinal preparations composed of substantially similar ingredients or possessing substantially similar therapeutic properties, whether sold under the same names, or under any other name or names, or disseminating or causing to be disseminated any advertisement, by any means, for the purpose of inducing, or which is likely to induce, directly or indirectly, the purchase in commerce, as commerce is defined in the Federal Trade Commission Act, of said medicinal preparations, which advertisements represent, directly or through implication, that said preparation "Cystex" is an adequate remedy or cure or competent treatment for ailments, disorders, diseased conditions of the human kidneys and bladder, unless such representations are restricted to those cases of such disorders as are non-organic and non-systemic in character; or that said preparation is a cure or remedy for, or an effective treatment for, all ailments and disorders of the

human kidneys and bladder which are non-systemic and non-organic; or that the presence of any of the following symptoms—swollen joints, leg and rheumatic pains, backache, nervousness, dizziness, burning of the urinary passage, "getting up nights", circles under the eyes, excess acidity or loss of energy—is necessarily indicative of ailments or diseased conditions which can be successfully treated by use of said preparation; or that the preparation "Mendaco" is a cure or remedy or an effective treatment for asthma or permanently relieves the symptoms thereof such as choking, gasping, coughing, or wheezing, or possesses any therapeutic value in the treatment of asthma in excess of furnishing, in some cases, temporary relief from the symptoms of asthma; or that "Mendaco" purifies, stimulates, refreshes or has any beneficial effect on the blood or promotes body metabolism.

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

By the Commission.

[SEAL] OTIS B. JOHNSON,
Secretary.

[F. R. Doc. 39-2888; Filed, August 7, 1939;
2:40 p. m.]

[Docket No. 3737]

IN THE MATTER OF RESTORIA COMPANY

§ 3.6 (m) 10) *Advertising falsely or misleadingly—Manufacture:* § 3.6 (t) *Advertising falsely or misleadingly—Qualities or properties of product:* § 3.6 (x) *Advertising falsely or misleadingly—Results:* § 3.6 (y) *Advertising falsely or misleadingly—Safety.* Disseminating, etc., advertisements by means of the United States mails, or in commerce, or by any means, to induce, etc., directly or indirectly, purchase of "Restoria", or other similar preparation, which advertisements represent, directly or through implication, that said "Restoria" is a cure or remedy, or an effective treatment for bad blood, ulcers, swollen glands or eczema; or that it is a cure or remedy for neuritis, neurasthenia, rheumatism, blood poisoning or skin eruption, or is beneficial in relieving any of such conditions; or is a cure or remedy for or beneficial in the treatment of syphilis, or will control diseased blood or restore the blood; or that it is manufactured in a modern laboratory or under the supervision of skilled scientists, unless and until such is the fact; or which advertisements fail to reveal that said preparation is not a wholly safe drug to be used by the lay public in self medication; prohibited. (Sec. 5, 38 Stat. 719, as amended by Sec. 3, 52 Stat. 112; 15 U.S.C., Sup. IV, sec. 45b) [Cease and desist order, Restoria Company, Docket 3737, August 1, 1939]

*United States of America—Before
Federal Trade Commission*

At a regular session of the Federal Trade Commission held at its office in the City of Washington, D. C., on the 1st day of August, A. D. 1939.

Commissioners: Robert E. Freer, Chairman; Garland S. Ferguson, Charles H. March, Ewin L. Davis, William A. Ayres.

IN THE MATTER OF HARRY EPSTEIN, AN INDIVIDUAL, TRADING AS RESTORIA COMPANY

ORDER TO CEASE AND DESIST

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

It is ordered, That the respondent Harry Epstein, individually and trading as Restoria Company, or under any other name or names, his representatives, agents and employees, directly or through any corporate or any other device, do forthwith cease and desist from:

Disseminating or causing to be disseminated any advertisement by means of the United States mails or in commerce, as commerce is defined in the Federal Trade Commission Act, by any means, for the purpose of inducing or which is likely to induce directly or indirectly, the purchase of a medicinal preparation containing drugs now designated by the name "Restoria", or any other medicinal preparation composed of substantially similar ingredients or possessing substantially similar therapeutic properties, whether sold under the same name or any other name or names, or disseminating or causing to be disseminated, any advertisement by any means for the purpose of inducing, or which is likely to induce, directly or indirectly, the purchase in commerce, as commerce is defined in the Federal Trade Commission Act, of said medicinal preparation, which advertisements represent, directly or through implication, that said medicinal preparation "Restoria", is a cure or remedy or an effective treatment for bad blood, ulcers, swollen glands or eczema; or that said preparation is a cure or remedy for neuritis, neurasthenia, rheumatism, blood poisoning, or skin eruptions, or is beneficial in relieving any of such conditions; or that said preparation is a cure or remedy for or is beneficial in the treatment of syphilis, or will control diseased blood or restore the blood; or that said preparation is manufactured in a modern laboratory or under the supervision of

skilled scientists, unless and until such is the fact; or which advertisements fail to reveal that said preparation is not a wholly safe drug to be used by the lay public in self medication.

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

By the Commission.

[SEAL]

OTIS B. JOHNSON,
Secretary.

[F. R. Doc. 39-2889; Filed, August 7, 1939; 2:41 p. m.]

[Docket No. 3775]

IN THE MATTER OF NASH BROTHERS DRUG COMPANY

§ 3.6 (1) *Advertising falsely or misleadingly—Indorsements and testimonials:* § 3.6 (t) *Advertising falsely or misleadingly—Qualities or properties of product:* § 3.6 (x) *Advertising falsely or misleadingly—Results:* § 3.6 (y) *Advertising falsely or misleadingly—Safety:* § 3.6 (y) (1) *Advertising falsely or misleadingly—Scientific or other relevant facts:* § 3.18 *Claiming indorsements or testimonials falsely.* Disseminating, etc., advertisements by means of the United States mails, or in commerce, or by any means, to induce, etc., directly or indirectly, purchase of preparation designated "Nash Chill and Liver Tonic" and "Nash's C. & L. Tonic", or other similar preparation, which advertisements represent, directly or through implication, that said medicinal preparation is a cure or remedy for malaria or will prevent the development of malaria in the human body, or is an effective treatment for all types of malaria; or that it will restore the normal functioning of the bowels, add red corpuscles to the blood, aid digestion, increase the appetite, restore vigor or vitality; or that it is an effective remedy or cure for constipation, biliousness, liver trouble, dyspepsia, backache, headache, nervousness, stomach troubles, chills, fever, ague, third day chills or swamp chills; or will prevent or cure colds; or is a safe or harmless medicine for use in unsupervised medication of infants, children, adults or elderly people; or has been endorsed by nurses, physicians or health officials throughout the southern part of the United States, or which represent that nine out of ten people in the southern part of the United States have malaria, or that any appreciable percentage of persons residing in the southern part of the United States have malaria; or which represent that the presence of any or all of the following symptoms—laziness, lack of energy and pep, aches, trembling, dizziness, headaches or sallow, yellow complexion—is necessarily indicative of malaria, or that the pres-

ence of said symptoms is anything more than an indication that malaria may be present; or which advertisements fail to reveal that said preparation is not a wholly safe drug to be used by the lay public in self-medication; prohibited. (Sec. 5, 38 Stat. 719, as amended by Sec. 3, 52 Stat. 112; 15 U.S.C., Supp. IV, sec. 45b) [Cease and desist order, Nash Brothers Drug Company, Docket 3775, August 1, 1939]

*United States of America—Before
Federal Trade Commission*

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 1st day of August, A. D. 1939.

Commissioners: Robert E. Freer, Chairman; Garland S. Ferguson, Charles H. March, Ewin L. Davis, William A. Ayres.

IN THE MATTER OF WILLIAM G. NASH, SR., WILLIAM G. NASH, JR., AND FLORENCE NASH COX, INDIVIDUALLY AND AS CO-PARTNERS TRADING AS NASH BROTHERS DRUG COMPANY

ORDER TO CEASE AND DESIST

This proceeding having been heard by the Federal Trade Commission upon the complaint of the Commission and a stipulation as to the facts entered into between the respondents herein and W. T. Kelley, Chief Counsel for the Commission, which provides, among other things, that without further evidence or other intervening procedure the Commission may issue and serve upon the 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, William G. Nash, Sr., William G. Nash, Jr., and Florence Nash Cox, individually and as copartners trading as Nash Brothers Drug Company, or trading under any other name, their representatives, agents, and employees, directly or through any corporate or other device, do forthwith cease and desist from:

Disseminating or causing to be disseminated any advertisement by means of the United States mails or in commerce, as commerce is defined in the Federal Trade Commission Act, by any means, for the purpose of inducing or which is likely to induce, directly or indirectly, the purchase of a medicinal preparation containing drugs now designated as "Nash Chill and Live Tonic" and "Nash's C. & L. Tonic," or any other medicinal preparation composed of substantially similar ingredients or possessing substantially similar therapeutic qualities whether sold under the same names or under any other name or names, or disseminating or causing to be disseminated any advertisement by any means for the purpose of inducing,

or which is likely to induce, directly or indirectly, the purchase in commerce, as commerce is defined by the Federal Trade Commission Act, of said medicinal preparation, which advertisements represent, directly or through implication, that said medicinal preparation is a cure or remedy for malaria or will prevent the development of malaria in the human body or is an effective treatment for all types of malaria; or that said preparation will restore the normal functioning of the bowels, add red corpuscles to the blood, aid digestion, increase the appetite, restore vigor or vitality; or that said preparation is an effective remedy or cure for constipation, biliousness, liver trouble dyspepsia, backache, headache, nervousness, stomach trouble, chills, fever, ague, third day chills or swamp chills; or that said preparation will prevent or cure colds; or that said preparation is a safe or harmless medicine for use in unsupervised medication of infants, children, adults or elderly people; or that said preparation has been endorsed by nurses, physicians or health officials throughout the southern part of the United States or which represent that nine out of ten people in the southern part of the United States have malaria or that any appreciable percentage of persons residing in the southern part of the United States have malaria; or which represent that the presence of any or all of the following symptoms—laziness, lack of energy or pep, aches, trembling, dizziness, headaches or sallow, yellow complexion—is necessarily indicative of malaria or that the presence of said symptoms is anything more than an indication that malaria may be present; or which advertisements fail to reveal that said preparation is not a wholly safe drug to be used by the lay public in self-medication.

It is further ordered, That the respondents shall, within ten (10) days after service upon them of this order, file with the Commission an interim report in writing stating whether or not they intend to comply with this order, and if so, setting forth in detail the manner and form in which they intend to comply; and that within sixty (60) days after service upon them of this order, said respondents shall file with the Commission a report in writing setting forth in detail the manner and form in which they have complied with this order.

By the Commission.

[SEAL] OTIS B. JOHNSON,
Secretary.

[F. R. Doc. 39-2890; Filed, August 7, 1939;
2:41 p. m.]

[Docket No. 3093]

IN THE MATTER OF VIRGINIA PRODUCTS
COMPANY, ET AL.

§ 3.96 (b) (5a) *Using misleading name—Vendor—Products.* Using, in connection with offer, etc., in interstate commerce or in District of Columbia, of

corned beef hash, and until such corned beef hash is made from beeves of cattle grown in Virginia, the name Virginia Products Company, prohibited. (Sec. 5, 38 Stat. 719, as amended by Sec. 3, 52 Stat. 112; 15 U.S.C., Supp. IV, sec. 45b) [Cease and desist order, Virginia Products Company, et al., Docket 3093, August 2, 1939]

§ 3.66 (a) *Misbranding or mislabeling—Composition:* § 3.66 (b) *Misbranding or mislabeling—Government or other sanction:* § 3.96 (a) (1) *Using misleading name—Goods—Composition.* Using, in connection with offer, etc., in interstate commerce or in District of Columbia, of corned beef hash, and until such corned beef hash is made from beeves of cattle grown in Virginia, label "Contents 1 Lb. 4 Oz. Old Virginia Brand Corned Beef Hash Ready to Brown. U. S. Inspected and Passed by Department of Agriculture. Packed for Virginia Products Company, Richmond, Va.", prohibited. (Sec. 5, 38 Stat. 719, as amended by Sec. 3, 52 Stat. 112; 15 U.S.C., Sup. IV, sec. 45b) [Cease and desist order, Virginia Products Company, et al., Docket 3095, August 2, 1939]

§ 3.55 *Furnishing means and instrumentalities of misrepresentation and deception:* § 3.69 (b) (1) *Misrepresenting oneself and goods—Goods—Composition.* Furnishing, in connection with offer, etc., in interstate commerce or in District of Columbia, of corned beef hash, and until such corned beef hash is made from beeves of cattle grown in Virginia, to respondents' customers and prospective customers, stickers or slips designating such corned beef hash as Old Virginia Corned Beef Hash, prohibited. (Sec. 5, 38 Stat. 719, as amended by Sec. 3, 52 Stat. 112; 15 U.S.C., Supp. IV, sec. 45b) [Cease and desist order, Virginia Products Company, et al., Docket 3093, August 2, 1939]

§ 3.69 (b) (1) *Misrepresenting oneself and goods—Goods—Composition:* § 3.96 (a) (1) *Using misleading name—Goods—Composition.* Invoicing, in connection with offer, etc., in interstate commerce or in District of Columbia, of corned beef hash, and until such corned beef hash is made from beeves of cattle grown in Virginia, from Richmond, Virginia, or from any other place in the State of Virginia, such corned beef hash, or using the word "Virginia" in any manner or form as a name for, or as a part of the name for, such corned beef hash, prohibited. (Sec. 5, 38 Stat. 719, as amended by Sec. 3, 52 Stat. 112; 15 U.S.C., Supp. IV, sec. 45b) [Cease and desist order, Virginia Products Company, et al., Docket 3093, August 2, 1939]

§ 3.69 (b) (1) *Misrepresenting oneself and goods—Goods—Composition.* Representing, in connection with offer, etc., in interstate commerce or in District of Columbia, of corned beef hash, and until such corned beef hash is made from beeves of cattle grown in Virginia, orally or by any other means, that such corned beef hash is made from any product

originating in the State of Virginia, prohibited. (Sec. 5, 38 Stat. 719, as amended by Sec. 3, 52 Stat. 112; 15 U.S.C., Supp. IV, sec. 45b) [Cease and desist order, Virginia Products Company, et al., Docket 3093, August 2, 1939]

§ 3.96 (b) (5a) *Using misleading name—Vendor—Products.* Using, in connection with offer, etc., in interstate commerce or in District of Columbia, of deviled ham, the name Virginia Products Company, until and unless such deviled ham is made from the ham of hogs grown in the State of Virginia and cured by the Virginia process of curing hams, prohibited. (Sec. 5, 38 Stat. 719, as amended by Sec. 3, 52 Stat. 112; 15 U.S.C., Supp. IV, sec. 45b) [Cease and desist order, Virginia Products Company, et al., Docket 3093, August 2, 1939]

§ 3.55 *Furnishing means and instrumentalities of misrepresentation and deception:* § 3.69 (b) (1) *Misrepresenting oneself and goods—Goods—Composition:* § 3.69 (b) (8) *Misrepresenting oneself and goods—Goods—Nature.* Furnishing, in connection with offer, etc., in interstate commerce or in District of Columbia, of deviled ham, to respondents' customers and prospective customers, stickers or slips designating such deviled ham as Old Virginia Deviled Ham, until and unless such deviled ham is made from the ham of hogs grown in Virginia and is cured by the Virginia process, prohibited. (Sec. 5, 38 Stat. 719, as amended by Sec. 3, 52 Stat. 112; 15 U.S.C., Supp. IV, sec. 45b) [Cease and desist order, Virginia Products Company, et al., Docket 3093, August 2, 1939]

§ 3.69 (b) (1) *Misrepresenting oneself and goods—Goods—Composition:* § 3.69 (b) (8) *Misrepresenting oneself and goods—Goods—Nature:* § 3.96 (a) (1) *Using misleading name—Goods—Composition:* § 3.96 (a) (4) *Using misleading name—Goods—Nature.* Invoicing, in connection with offer, etc., in interstate commerce or in District of Columbia, of deviled ham, from Richmond, Virginia, or from any other place in the State of Virginia, such deviled ham, or using the word "Virginia" in any manner or form as a name for, or as a part of the name for, such deviled ham, until and unless such deviled ham is made from the ham of hogs grown in Virginia and is cured by the Virginia process, prohibited. (Sec. 5, 38 Stat. 719, as amended by Sec. 3, 52 Stat. 112; 15 U.S.C., Supp. IV, sec. 45b) [Cease and desist order, Virginia Products Company, et al., Docket 3093, August 2, 1939]

§ 3.69 (b) (1) *Misrepresenting oneself and goods—Goods—Composition:* § 3.69 (b) (8) *Misrepresenting oneself and goods—Goods—Nature:* § 3.69 (b) (16) *Misrepresenting oneself and goods—Goods—Source or origin—Place.* Representing, in connection with offer, etc., in interstate commerce or in District of Columbia, of deviled ham, orally or by any other means, that such deviled ham is a Virginia product, until and unless such deviled ham is made from the ham

of hogs grown in Virginia and is cured by the Virginia process, prohibited. (Sec. 5, 38 Stat. 719, as amended by Sec. 3, 52 Stat. 112; 15 U.S.C., Supp. IV, sec. 45b) [Cease and desist order, Virginia Products Company, et al., Docket 3093, August 2, 1939]

United States of America—Before Federal Trade Commission

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 2nd day of August, A. D. 1939.

Commissioners: Robert E. Freer, Chairman; Garland S. Ferguson, Charles H. March, Ewin L. Davis, William A. Ayres.

IN THE MATTER OF UNITED CORPORATION, A CORPORATION TRADING AS THE VIRGINIA PRODUCTS COMPANY, AND GEORGE M. CRUMP, INDIVIDUALLY AND AS PRESIDENT OF THE UNITED CORPORATION

ORDER TO CEASE AND DESIST

This proceeding having been heard¹ by the Federal Trade Commission upon the complaint of the Commission, the answer of respondents, testimony and other evidence taken before William C. Reeves, and Charles F. Diggs, examiners of the Commission theretofore duly designated by it, in support of the allegations of said complaint and in opposition thereto, briefs filed herein, and oral arguments by Edward L. Smith, counsel for the Commission, and by Martin F. O'Donoghue, counsel for the respondents, and the Commission having made its findings as to the facts and its conclusions that said respondents have violated the provisions of the Federal Trade Commission Act;

It is ordered, That the respondents United Corporation, trading as Virginia Products Company, its officers, representatives, agents and employees, and George M. Crump, individually and as president of respondent United Corporation, his representatives, agents, servants and employees, directly or through any corporate or other device, in connection with the offering for sale, sale and distribution of corned beef hash in interstate commerce or in the District of Columbia, until such corned beef hash is made from beeves of cattle grown in Virginia, do forthwith cease and desist:

(a) From using the name Virginia Products Company;

(b) From using the following label:

Contents 1 Lb. 4 Oz.
OLD VIRGINIA
BRAND
CORNED
BEEF HASH
 Ready to Brown
 U. S. Inspected and Passeded by
 Department of Agriculture
 Packed for
VIRGINIA PRODUCTS COMPANY
 Richmond, Va.

(c) From furnishing to their customers and prospective customers stickers or slips designating such corned beef hash as Old Virginia Corned Beef Hash;

(d) From invoicing from Richmond, Virginia, or from any other place in the State of Virginia;

(e) From representing orally or by any other means that such corned beef hash is made from any product originating in the State of Virginia;

(f) From using the word "Virginia" in any manner or form as a name for, or as a part of the name for, such corned beef hash.

And it is further ordered, That the respondents United Corporation, trading as Virginia Products Company, its officers, representatives, agents and employees, and George M. Crump, individually and as president of respondent United Corporation, his representatives, agents, servants and employees, directly or through any corporate or other device, in connection with the offering for sale, sale and distribution of deviled ham in interstate commerce or in the District of Columbia, do forthwith cease and desist:

(a) From using the name Virginia Products Company until and unless such deviled ham is made from the ham of hogs grown in the State of Virginia and cured by the Virginia process of curing hams;

(b) From furnishing to their customers and prospective customers stickers or slips designating such deviled ham as Old Virginia Deviled Ham until and unless such deviled ham is made from the ham of hogs grown in Virginia and is cured by the Virginia process;

(c) From invoicing from Richmond, Virginia, or from any other place in the State of Virginia, until and unless such deviled ham is made from the ham of hogs grown in Virginia and is cured by the Virginia process;

(d) From representing orally or by any other means that such deviled ham is a Virginia product until and unless such deviled ham is made from the ham of hogs grown in Virginia and is cured by the Virginia process;

(e) From using the word "Virginia" in any manner or form as a name for, or as a part of the name for, such deviled ham, until and unless such deviled ham is made from the ham of hogs grown in Virginia and is cured by the Virginia process.

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

By the Commission.

[SEAL] OTIS B. JOHNSON,
 Secretary.

[F. R. Doc. 39-2897; Filed, August 8, 1939; 9:30 a. m.]

[Docket No. 3632]

IN THE MATTER OF LONGWEAR PAINT AND VARNISH WORKS

§ 3.66 (d) *Misbranding or mislabeling—Nature.* Representing, labeling or selling as paint, in connection with offer, etc., in commerce, of paint products or other like articles of merchandise, any product which does not contain the necessary ingredients in quantities sufficient to give it the quality, character or value of paint, prohibited. (Sec. 5, 38 Stat. 719, as amended by Sec. 3, 52 Stat. 112; 15 U.S.C., Supp. IV, sec. 45b) [Cease and desist order, Longwear Paint and Varnish Works, Docket 3632, August 1, 1939]

§ 3.66 (a) *Misbranding or mislabeling—Composition:*

§ 3.66 (h) *Misbranding or mislabeling—Qualities or properties:*

§ 3.66 (i) *Misbranding or mislabeling—Quality:*

§ 3.66 (l) *Misbranding or mislabeling—Value.* Using, in connection with offer, etc., in commerce,

of paint products or other like articles of merchandise, any analysis on labels, in advertising or in any other way which does not truthfully and accurately state the ingredients contained in said products and the proportion in which each appears, or representing, in any manner, that respondent's paint products have a different quality, character, composition or value from the quality, character, composition or value actually possessed by said products, prohibited. (Sec. 5, 38 Stat. 719, as amended by Sec. 3, 52 Stat. 112; 15 U.S.C., Supp. IV, sec. 45b) [Cease and desist order, Longwear Paint and Varnish Works, Docket 3632, August 1, 1939]

§ 3.66 (k) (3) *Misbranding or mislabeling—Source or origin—Maker:*

§ 3.66 (k) (4) *Misbranding or mislabeling—Source or origin—Place:*

§ 3.96 (a) (9) *Using misleading name—Goods—Source or origin—Maker: Place.* Representing,

in connection with offer, etc., in commerce, of paint products or other like articles of merchandise, that respondent's paint products are manufactured at any place other than the actual place of manufacture, or that they are manufactured by any person, corporation or partnership other than that person, corporation or partnership by whom said paint products are actually manufactured, prohibited. (Sec. 5, 38 Stat. 719, as amended by Sec. 3, 52 Stat. 112; 15 U.S.C., Supp. IV, sec. 45b) [Cease and desist order, Longwear Paint and Varnish Works, Docket 3632, August 1, 1939]

United States of America—Before Federal Trade Commission

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 1st day of August, A. D. 1939.

Commissioners: Robert E. Freer, Chairman; Garland S. Ferguson, Charles H. March, Ewin L. Davis, William A. Ayres.

¹ 2 F.R. 2770.

IN THE MATTER OF SAM BELL, AN INDIVIDUAL DOING BUSINESS UNDER THE NAME AND STYLE OF LONGWEAR PAINT AND VARNISH WORKS

ORDER TO CEASE AND DESIST

This proceeding having been heard¹ by the Federal Trade Commission upon the complaint of the Commission, the answer of respondent, in which answer the respondent admitted all the material allegations of the complaint, testimony and other evidence taken before William C. Reeves, an examiner of the Commission, theretofore duly designated by it, in support of the allegations of said complaint and in opposition thereto, brief filed by counsel for the Commission (respondent not having filed brief and oral argument not having been requested), and the Commission having made its findings as to the facts and its conclusion that said respondent has violated the provisions of the Federal Trade Commission Act;

It is ordered, That the respondent, Sam Bell, individually and doing business as Longwear Paint and Varnish Works, or under any other name or names, his representatives, agents and employees, directly or through any corporate or other device, in connection with the offering for sale, sale and distribution of paint products or other like articles of merchandise in commerce, as commerce is defined in the Federal Trade Commission Act, do forthwith cease and desist from:

1. Representing, labeling or selling as paint any product which does not contain the necessary ingredients in quantities sufficient to give it the quality, character or value of paint;

2. Using any analysis on labels, in advertising or in any other way which does not truthfully and accurately state the ingredients contained in said products and the proportion in which each appears;

3. Representing, in any manner, that respondent's paint products have a different quality, character, composition or value different from the quality, character, composition or value actually possessed by said products;

4. Representing that respondent's paint products are manufactured at any place other than the actual place of manufacture, or that they are manufactured by any person, corporation or partnership other than that person, corporation or partnership by whom said paint products are actually manufactured.

It is further ordered, That the respondent shall, within sixty (60) days after service upon him of this order,

¹ 4 F.R. 1332 DL.

file with the Commission a report in writing setting forth in detail the manner and form in which he has complied with this order.

By the Commission.

[SEAL]

OTIS B. JOHNSON,
Secretary.

[F. R. Doc. 39-2898; Filed, August 8, 1939; 9:29 a. m.]

[Docket No. 3809]

IN THE MATTER OF WEISS BEDDING COMPANY, INC., ET AL.

§ 3.6 (c) *Advertising falsely or misleadingly—Composition of goods:* § 3.66 (a) *Misbranding or mislabeling—Composition.* Using, in connection with offer, etc., in commerce, of mattresses, term "Cotton Felt", or any other term or terms of similar import and meaning, alone or in conjunction with any other term or terms, to designate, describe or refer to any mattress or part thereof which is not made of cotton fibers garnetted together into a mat or web, prohibited. (Sec. 5, 38 Stat. 719, as amended by Sec. 3, 52 Stat. 112; 15 U.S.C., Supp. IV, sec. 45b) [Cease and desist order, Weiss Bedding Company, Inc., et al., Docket 3809, August 2, 1939]

§ 3.6 (o) *Advertising falsely or misleadingly—Old as new:* § 3.6 (t) *Advertising falsely or misleadingly—Qualities or properties of product:* § 3.66 (e) *Misbranding or mislabeling—Old, second-hand or reconstructed as new:* § 3.66 (h) *Misbranding or mislabeling—Qualities or properties.* Representing, in connection with offer, etc., in commerce, of mattresses, that such mattresses are new or sanitary, unless all materials made a part of such mattresses are new or sanitary, prohibited. (Sec. 5, 38 Stat. 719, as amended by Sec. 3, 52 Stat. 112; 15 U.S.C., Supp. IV, sec. 45b) [Cease and desist order, Weiss Bedding Company, Inc., et al., Docket 3809, August 2, 1939]

§ 3.6 (m 5) *Advertising falsely or misleadingly—Legality or legitimacy:* § 3.66 (c 15) *Misbranding or mislabeling—Legality or legitimacy.* Representing, in connection with offer, etc., in commerce, of mattresses, that such mattresses comply with all state laws, unless and until such mattresses conform with the standards fixed by the laws of all the states of the United States of America, prohibited. (Sec. 5, 38 Stat. 719, as amended by Sec. 3, 52 Stat. 112; 15 U.S.C., Supp. IV, sec. 45b) [Cease and desist order, Weiss Bedding Company, Inc., et al., Docket 3809, August 2, 1939]

United States of America—Before Federal Trade Commission

At a regular session of the Federal Trade Commission, held at its office in

the City of Washington, D. C., on the 2nd day of August, A. D. 1939.

Commissioners: Robert E. Freer, Chairman; Garland S. Ferguson, Charles H. March, Ewin L. Davis, William A. Ayres.

IN THE MATTER OF WEISS BEDDING COMPANY, INC., A CORPORATION, AND DAN WEISS, JR., AN INDIVIDUAL AND PRESIDENT OF WEISS BEDDING COMPANY, INC.

ORDER TO CEASE AND DESIST

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

It is ordered, That the respondent, Weiss Bedding Company, Inc., a corporation, its officers, and respondent Dan Weiss, Jr., individually and as an officer of Weiss Bedding Company, their representatives, agents and employees, directly or through any corporate or other device in connection with the offering for sale, sale and distribution of mattresses in commerce, as commerce is defined in the Federal Trade Commission Act, do forthwith cease and desist from:

1. Using the term "Cotton Felt" or any other term or terms of similar import and meaning alone or in conjunction with any other term or terms to designate, describe or refer to any mattress or part thereof which is not made of cotton fibers garnetted together into a mat or web;

2. Representing that such mattresses are new or sanitary unless all materials made a part of such mattresses are new or sanitary;

3. Representing that such mattresses comply with all state laws unless and until such mattresses conform with the standards fixed by the laws of all the states of the United States of America.

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

By the Commission.

[SEAL]

OTIS B. JOHNSON,
Secretary.

[F. R. Doc. 39-2899; Filed, August 8, 1939; 9:29 a. m.]

TITLE 24—HOUSING CREDIT
UNITED STATES HOUSING
PART 632—ADVANCE LOAN*

Sec.

- 632.1 Purpose and amount of advance loan.
632.2 Requisitions to be filed; when.
632.3 Procedure for obtaining advance loan.

§ 632.1 *Purpose and amount of advance loan.* An advance on account of the loan which the United States Housing Authority has agreed in the Loan Contract to make to a Local Authority may be made upon a satisfactory showing of compliance with certain contract stipulations. The purpose of an advance loan generally will be to provide funds which the Local Authority will need for preliminary work and land acquisition before it is in a position to sell its definitive bonds to the USHA under the Loan Contract. Such an advance loan will be made after compliance with the conditions precedent to such an advance under the terms of the Loan Contract. The proceeds of the advance loan may be used only to meet the cost of the following items:

(a) Administrative expenses properly chargeable to preliminary work on the project; while funds may be requisitioned for costs incurred prior to the date of the Loan Contract no part of the funds advanced by the USHA shall be used to pay such costs incurred prior to the date of the Loan Contract or to reimburse any fund out of which such costs may have been paid until the USHA has audited such costs and authorized such payment or reimbursement;

(b) Carrying charges, including only estimated interest on advance loan note up to date of its exchange for definitive bonds;

(c) Architectural and engineering expenses, including fees for preparation of plans, specifications and construction contract documents on site improvements and structures; and other services, including surveys, borings and test pits, blueprinting, models and similar items of architectural and engineering expense;

(d) The cost of land and preliminary land acquisition expenses, including surveys and maps, appraisal fees, title examination, cost of taking options, legal expenses and fees in connection with land acquisition, and the costs of demolition and clearance.

§ 632.2 *Requisitions to be filed; when.* Where a statutory project includes two or more projects, requisitions for funds shall be made to cover the needs of the statutory project and shall be supported by a separate Certificate of Purposes for

*Sections 632.1 to 632.3 issued under the authority contained in Sec. 8, 50 Stat. 891; 42 U.S.C., Sup. IV, 1408.

each project.¹ The frequency with which requisitions are submitted will be governed by the anticipated needs for funds. In estimating the amount to be requisitioned for future expenditure, the local housing authority should, of course, give due regard to the desirability of keeping within a reasonable limit the interest costs on the funds advanced. However, the amount requisitioned should be sufficient, at least, to meet requirements during the following two months; therefore, without prior approval by the USHA, requisitions shall not be submitted more often than once every two months.

§ 632.3 *Procedure for obtaining advance loan.* The procedure for obtaining this advance loan will be as follows:

(a) Advance Loan Requisition Forms will be furnished to the Local Authority when the Loan and Annual Contributions Contracts are forwarded for execution and the first advance loan requisition may be submitted to the USHA at any time thereafter. Payment upon such requisition cannot be made until after the Contracts have been finally executed by the USHA. These forms will contain the necessary documents which must be completed and submitted by the Local Authority, including a Certificate of Purposes setting forth in detail the purposes for which such advance loan will be used. The USHA will also furnish to the Local Authority an Advance Loan Transcript containing suggested proceedings for the authorization by the Local Authority of its note or notes to be issued to evidence the advance loan. The USHA Project Advisers will assist the Local Authority in the completion of these forms and the other action necessary to obtain an advance loan.

(b) The note or notes should then be authorized by the Local Authority and, thereafter, it should promptly submit to the USHA three certified copies of the record of proceedings of the Local Authority relating to such authorization, accompanied by the completed Advance Loan Requisition Forms. The USHA will examine the record of proceedings in order to determine whether the note or notes have been legally authorized. It will also examine the Advance Loan Requisition Forms to determine whether the documents are in satisfactory form.

(c) The USHA will prepare an Authorization of Release of Payment if it

¹ The term "project" means that portion of a public housing agency's low-rent housing undertaking to which the USHA has assigned a separate project number. Ordinarily this will mean a development on one site. Each project will, in general, also have a name or geographic designation chosen by the local authority.

The term "statutory project" means a project or group of projects covered by one loan or annual contributions contract.

is satisfied that the note or notes have been legally authorized and that the Advance Loan Requisition Forms are properly completed. This Authorization of Release of Payment will be forwarded to the Federal Reserve Bank in the district in which the Local Authority is located. A copy of the Authorization will also be forwarded to the Local Authority, together with a letter of instructions as to the documents which must be submitted by the Local Authority to the Federal Reserve Bank. The Federal Reserve Bank will communicate with the Local Authority and arrange a satisfactory date for the closing of the advance loan. The closing will take place at the office of the Federal Reserve Bank.

(d) The Local Authority will deliver to the Federal Reserve Bank the executed note or notes, together with signed and dated copies of the other required documents (as explained in the letter of instructions from the USHA), on the date set for closing the advance loan. Such note or notes will be in the principal amount of the advance loan approved. If the note or notes and the accompanying closing documents are submitted in proper form, the Federal Reserve Bank will deliver to the Local Authority a check drawn upon the Treasury of the United States in the principal amount of the note or notes delivered.

(e) The Local Authority will deposit the check received by it in payment for the note or notes in a separate account designated "Development Fund" in a bank which is satisfactory to the USHA. The Local Authority will withdraw funds from said account only to pay such costs and fees as were set forth in the Certificate of Purposes as finally approved in connection with its advance loan requisition.

(f) A Federal Reserve Bank will hold for the account of the USHA the note or notes delivered by the Local Authority until such time as the Local Authority is prepared to deliver definitive bonds. When the definitive bonds are ready for delivery, the USHA will, upon request by the Local Authority, authorize the Federal Reserve Bank to exchange said note or notes for an aggregate principal amount of definitive bonds equal to the principal amount of the note or notes. At the time of this exchange, the Local Authority will pay to the Federal Reserve Bank the interest due on the advance loan note or notes out of the proceeds originally received from the sale of the note or notes.

[SEAL]

NATHAN STRAUS,
Administrator.

JULY 31, 1939.

[F. R. Doc. 39-2896; Filed, August 8, 1939;
9:23 a. m.]

TITLE 33—NAVIGATION AND NAVIGABLE WATERS

WAR DEPARTMENT

CHAPTER II—RULES RELATING TO NAVIGABLE WATERS

PART 203—BRIDGE REGULATIONS¹

§ 203.760 *Columbia River and tributaries (excepting Clearwater River) above Celilo Falls; Bridges.* (a) The owner of, or agency controlling, any drawbridge will not be required to keep a draw tender in constant attendance.

(b) Whenever a vessel unable to pass under any closed bridge desires to pass through the draw, at least 12 hours' advance notice of the time the opening is required shall be given to the authorized representative of the owner of, or agency controlling, the bridge.

(c) Upon receipt of such notice, the authorized representative of the owner of, or agency controlling, the bridge, in compliance therewith, shall arrange for the prompt opening of the draw at the time specified in the notice for the passage of the vessel.

(d) The owner of, or agency controlling, each bridge shall keep conspicuously posted on both the upstream and downstream sides of the bridge in a manner that it can be easily read at any time a copy of these regulations, together with a notice stating exactly how the representative stated in paragraph (b) may be reached. A list giving the name, address, and telephone number of the representative now in charge of the operation of each existing drawbridge follows:

(1) Railway bridge across Columbia River immediately below mouth of Snake River: Notify the Dispatcher, Union Pacific Railroad Company, Spokane, Washington. (Phone Main 4121.)

(2) Railway drawbridge across Columbia River between Pasco and Kennewick: Notify A. M. Partch, Assistant Supervisor, Northern Pacific Railway, Pasco, Washington. (Telephone Northern Pacific.)

(3) Drawbridge across Snake River at Ainsworth: Notify A. M. Partch, Assistant Supervisor, Northern Pacific Railway, Pasco, Washington. (Telephone Northern Pacific.)

(4) Drawbridge across Snake River at Riparia: Notify the Dispatcher, Union Pacific Railroad Company, Spokane, Washington. (Phone Main 4121.)

(5) Drawbridge across Snake River at Lewiston: Notify City Engineer, or Fire Department, City of Lewiston, Idaho. (Phone Lewiston 434.)

(e) The operating machinery of the draw shall be maintained in a serviceable condition, and the draw opened and closed at intervals frequent enough to make certain that the machinery is in proper order for satisfactory operation.

¹ These regulations are supplementary to Title 33, Chapter II, Part 203, Code of Federal Regulations.

(f) In pursuance of the provisions of paragraph (c), the railway drawbridge across the Columbia River immediately below the mouth of the Snake River, the railway drawbridge across the Columbia River between Pasco and Kennewick, Washington, and the drawbridges across the Snake River at Ainsworth and Riparia, Washington, and Lewiston, Idaho, shall open for the passage of vessels or other water craft upon the following signals, which signals shall be sounded when 20 minutes run from the bridge:

(1) *Railway drawbridge immediately below mouth of the Snake River.* One long, one short, and two long blasts.

(2) *Railway drawbridge between Pasco and Kennewick.* One long, one short, and one long blast.

(3) *Drawbridge across Snake River.* One long, one short, and three long blasts.

Provided, however, That railroad drawbridges may be held closed for the passage of any mail or passenger train which is expected to arrive within 30 minutes after giving the signal for opening and then shall be immediately opened for the passage of the boat.

In case the draw is being held closed for a train or cannot be immediately opened when the signal from an approaching vessel is given, a red flag by day shall be conspicuously displayed above the superstructure, and a red light shall be conspicuously waved at night.

(g) These regulations shall take effect and be in force on and after June 15, 1938. Previously authorized regulations are hereby revoked to take effect on that date.

(h) List of authorized representatives of bridge owners who should be notified of prospective passage of vessels (see paragraph (d)). (Sec. 5, River and Harbor Act, Aug. 18, 1894, 28 Stat. 362; 33 U.S.C. 499) [Regs., June 7, 1938 (E. D. 6374 (Columbia River-Tributaries) 2/1)]

PART 206—FISHING AND HUNTING REGULATIONS²

§ 206.50 *Chesapeake Bay, Md. and Va., and its tributary waters; fishing.* Until further notice, all fishermen who desire to operate in Chesapeake Bay, Maryland and Virginia, and navigable tributaries thereto, are hereby authorized by the Secretary of War to construct and maintain fishing structures erected in the usual manner as heretofore, subject to the following regulations.

(a) *Supervision.* General supervision of the location, construction and manner of maintenance of all fishing structures shall be exercised by the U. S. District Engineer in charge of the locality in which the structure is placed. The term "fishing structure" shall include lines of

² These regulations are supplementary to Title 33, Chapter II, Part 206, Code of Federal Regulations.

fish-net stakes, leads, traps, pounds, gill nets, heads, hedging, stands, and similar appurtenances.

(b) *Limits.* The approved limits of the areas within which fishing structures may be placed are shown on maps entitled "Limits for Placing Fish-net Stakes" which form a part of these regulations. These maps may be examined in the offices of the respective U. S. District Engineers. Regular aids to navigation are used where possible to mark the limits of the areas, and special fish stake buoys have been established where additional markers are necessary. These fish stake buoys are marked as follows:

For the Baltimore District, B, B, B, B, etc.

For the Washington District, W, W, W, W, etc.

For the Norfolk District, H, H, H, H, etc.

(c) *Restrictions.* (1) The approach to the mouth of any tributary or to the mouth of any navigable branch of any tributary shall be left free and unobstructed by fishing structures. Where limiting lines are not shown on the respective maps, the free and unobstructed approach shall lie along the channel usually followed by boats and shall have a width of not less than one-third of the width of the mouth of the tributary or branch.

(2) Within the tributaries where limiting lines are not shown on maps a practicable channel in deep water shall be left free and unobstructed for use of boats.

(3) No fish-net stakes shall be placed within 200 feet of any shore (mean low water) line or within 500 feet of any buoy or other aid to navigation (fish stake buoys excepted) placed or maintained by the Bureau of Lighthouses.

(4) Nothing in these regulations shall supersede the regulations heretofore prescribed by the Secretary of War for firing ranges at Fort Monroe, Va., U. S. Marine Barracks, Quantico, Va., Fort Belvoir, Va., U. S. Naval Proving Ground, Dahlgren, Va., and the Aberdeen Proving Grounds, Md. (See Part 204.) Copies of these regulations can be secured from the U. S. District Engineer in charge of the locality in question or from the Commanding Officer of the establishment concerned.

(d) *Requirements.* (1) No single fishing structure shall have a total length greater than 1,000 feet, except in waters on the Eastern Shore south of the entrance to Eastern Bay, where the allowable lengths of single structures shall be not more than 1,800 feet. Between successive fishing structures in the same row, clear and unobstructed intervals of at least 200 feet shall be maintained, and adjoining rows of fishing structures shall be at least 200 feet apart. In addition a clear passageway at least 200 feet wide shall be maintained, reaching from all regular navigable channels to all established boat landings. All stakes shall

project not less than 4 feet above the surface of the water at all stages of the tide. Any stake not complying with this condition shall be withdrawn.

(2) The inner and outer end of each fishing structure shall be marked plainly by a bush or other suitable and readily discernible day mark.

(3) The name and address of the owner of each fishing structure shall be displayed in black letters not less than 2 inches in height, upon a white background, from a stake at the outer end of the structure, at such height and in such position that it may be easily read. In lieu thereof the State license number may be displayed as indicated above. In either case the identification mark must be displayed from the setting of the first stake until removal of the last one.

(4) Fishing structures shall be lighted between sunset and sunrise, by and at the expense of the permittee, for the safety of navigation. A light shall be displayed at each end of the structure. The outer light shall be white and the inner light shall be red. The lights shall have a capacity to burn for at least 8 days unattended, and be visible in clear weather at least 1 mile. The lights shall be securely placed on piles or stakes at an elevation of at least 8 feet above mean low water and be visible from all points of the compass. They shall be subject to inspection and approval of the said District Engineer before use, and at any time during use; and the owner shall make provision, by watchman or otherwise, for their proper attendance, so that they shall be in effective condition and properly lighted at all times between sunset and sunrise. In case of removal of the fishing structure, lights as prescribed above shall be maintained until the removal of the last pile or stake.

There shall be installed and maintained on the structure, by and at the expense of the owner, such additional lights and signals, if any, as may be prescribed by the Bureau of Lighthouses, Department of Commerce. (See 33 CFR Chapter IV)

(5) The owner of a fishing structure shall be responsible for the construction and repair thereof and for maintaining such lights and markers as required in these regulations. The structure shall be considered as abandoned at such time, as any or all, of these requirements are not fully complied with and the owner shall promptly remove all stakes from an abandoned structure or be subject to prosecution. Abandoned fishing structures may be summarily removed by the U. S. District Engineer charged with the general supervision of the locality.

(e) *General restrictions.* (1) Nothing herein provided shall be interpreted as setting aside exclusively for fisheries any area of navigable water.

(2) It is to be understood that these regulations do not give any property

rights either in real estate or material, or any exclusive privileges and do not authorize any injury to private property or invasion of private rights, or any infringement of Federal, State, or local laws or regulations, nor do they obviate the necessity of obtaining State assent to the work authorized.

(3) If at any time in the future it shall be made apparent to the Secretary of War that any fishing structure herein authorized causes unreasonable obstruction to the free navigation of said waters, the owner will be required, upon due notice from the Secretary of War, to remove or alter the same so as to render navigation through said water reasonably free, easy, and unobstructed.

(f) That the United States shall in no case be liable for any damage or injury to the structure or work herein authorized which may be caused by or result from future operations undertaken by the Government for the conservation or improvement of navigation, or for other purposes, and no claim or right to compensation shall accrue from any such damage.

These regulations shall take effect and be in force on and after June 28, 1938, and shall supersede all previously approved regulations for fishing structures in Chesapeake Bay and its tributary waters. (Secs. 10, 12, River and Harbor Act, Mar. 3, 1899, 30 Stat. 1151; 33 U.S.C. 403, 406) [Regs., June 28, 1938 (E.D. 7221 (Chesapeake Bay) 97/5)]

NOTE: Chesapeake Bay Engineer Districts. Baltimore District, in charge of the U. S. District Engineer, 332 Post Office Building, Baltimore, Maryland: The north shore, the east shore, and the west shore south to Cove Point, and tributaries within those limits.

Washington District, in charge of the U. S. District Engineer, Room 1068 Navy Building, Washington, D. C.: The west shore from Cove Point south to York Point, Virginia, and the tributaries within those limits.

Norfolk District, in charge of the U. S. District Engineer, 415 U. S. Post Office and Court House, Norfolk, Virginia: The shores and tributaries of the bay on the west shore south of York Point, Virginia.

NOTE: Copies of Maps. Supplemental maps of the fishing limits, showing the limits of certain areas in more detail and on a larger scale, may be obtained by addressing the U. S. District Engineer in charge of the locality. A charge of 25 cents is made for each sheet, to cover the actual cost of the print. Payment for maps requested should accompany the application, preferably in a postal money order.

§ 206.90 *Coastal waters of Oregon and Washington and the navigable waters tributary thereto, including Columbia River, Oreg., Wash. and Idaho, and all its navigable tributaries; fishing.* Until further notice all weir, trap and pound fishermen who desire to operate in the coastal waters of the States of Oregon and Washington (In the State of Wash-

ington the operation of fish traps for the capture of salmon became illegal by law on and after December 3, 1934. Federal permits will not be issued in violation of State law.) and in the navigable waters tributary thereto, including the Columbia River, Oregon, Washington, and Idaho, and all its navigable tributaries, and under conditions stated as follows, but not otherwise, whose written applications may receive the approval of the Engineer Officer of the United States Army in charge of the locality, are hereby authorized by the Secretary of War to construct and maintain weirs, traps, and pounds erected in the usual manner as heretofore, subject to the following conditions:

Conditions. (a) All person desiring to erect and maintain weirs, traps, or pounds, under this authority, shall make application to the engineer Officer of the United States Army in charge of the locality, giving their names, addresses, and locations for weirs, traps or pounds, and evidence that proper licenses have been granted by State authorities. They shall also report to him all changes of ownership or abandonment of any location. Blueprints of sections of these waterways upon which to indicate desired locations for weirs, traps, and pounds may be purchased at the office of the Engineer Officer in charge of the locality.

(b) That all the apparatus to be used and the work herein authorized to be done shall be subject to the supervision and approval of the local Engineer Officer.

(c) That no weir, trap, or pound shall be located or built in such place or manner as to obstruct or interfere with navigation or to be injurious to the regimen of the river.

(d) The weir, trap, or pound shall be lighted between sunset and sunrise, by and at the expense of the permittee, for the safety of navigation. A light shall be placed at each end of the structure, excepting where the inner end terminates in such a manner that there is no practicable navigation between it and the high-water line of the adjacent shore, in which case no inner light shall be displayed. The outer light shall be white, and the inner light shall be red. The size, capacity, and manner of maintenance of the lights shall be such as may be specified in the War Department permit authorizing the erection of the structure or appliance.

There shall also be installed and maintained on the weir, trap, or pound, by and at the expense of the permittees, such additional lights and signals, as may be prescribed by the Bureau of Lighthouses, Department of Commerce (see 33 CFR Chapter IV), and provision shall be made for proper attendance of all lights and signals, by watchman, or otherwise, so that they shall at all times be in effective condition.

(e) That on the outer end of the weir, trap, or pound, the permittee or owner shall maintain a sign inscribed "U. S. (No. —)", with letters and numerals not less than 2 inches in height, capable of being readily read from a boat or vessel, and failure to keep such sign conspicuously displayed shall be sufficient reason for the cancellation of this authority and for prosecution, as provided in paragraph (f).

(f) That upon ceasing to use any weir, trap, or pound as hereby authorized, the structure, including all stakes, shall be at once removed by the owner, and failure to so remove the same shall be considered good ground for prosecution of the owner under the provisions of Section 12 of the River and Harbor Act of March 3, 1899 (30 Stat. 1151; 33 U.S.C. 406). Any weir, trap, or pound allowed to go into a condition of disrepair so that it cannot be readily seen and on which the permit number is not conspicuously displayed will be regarded as abandoned, and if not promptly removed or rebuilt will subject the owner to prosecution.

(g) That if future operations by the United States require an alteration in the position of the weir, trap, or pound, or if, in the opinion of the Secretary of War, said weir, trap, or pound shall cause unreasonable obstruction to the free navigation of the said waters, the permittee will be required, upon due notice from the Secretary of War and within 30 days thereafter, to remove or alter said weir, trap, or pound, or obstructions caused thereby, without expense to the United States, so as to render navigation reasonably free, easy, and unobstructed. No claim shall be made against the United States on account of such removals or alterations.

(h) That the United States shall in no case be liable for any damage or injury to the structure or work herein authorized which may be caused by or result from future operations undertaken by the Government for the conservation or improvement of navigation, or for other purposes, and no claim or right to compensation shall accrue from any such damage.

(i) This authority is revocable at will by the Secretary of War and shall expire on (as may be specified by the Engineer Officer not exceeding a period of 5 years).

(j) That it is to be understood that this authority does not give any property rights or any exclusive privilege, and that it does not authorize any injury to private property or invasion of private rights, or any infringement of State laws or regulations, nor does it obviate the necessity of obtaining State assent to the work authorized as it merely expresses the assent of the Federal Government so far as concerns the public rights of navigation. (See *Cummings v. Chicago*, 188 U. S. 410).

(k) These regulations shall take effect and be in force on and after June 7, 1938, and the following regulations are

superseded to take effect on that date. (Sec. 10, River and Harbor Act, Mar. 3, 1899, 30 Stat. 1151; 33 U.S.C. 403) [Regs., June 7, 1938 (E.D. 7221 (Columbia River—tributaries) 6)]

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

[F. R. Doc. 39-2891; Filed, August 8, 1939; 9:21 a. m.]

TITLE 47—TELECOMMUNICATION
FEDERAL COMMUNICATIONS
COMMISSION

PART 9—RULES AND REGULATIONS GOV-
ERNING AVIATION SERVICES

Correction

Attention is directed to the following error in Section 9.73, paragraph (f), page 3381 of the Thursday, July 20, 1939, issue of the FEDERAL REGISTER:

The footnote number immediately following the frequency "142,620" should refer to footnote 17.

By the Commission.

[SEAL] T. J. SLOWIE,
Secretary.

[F. R. Doc. 39-2904; Filed, August 8, 1939; 12:31 p. m.]

Notices

CIVIL AERONAUTICS AUTHORITY.

[Docket Nos. 156, 289]

IN THE MATTER OF THE APPLICATIONS OF LAMOTTE T. COHU AND TRANSCONTINENTAL & WESTERN AIR, INC. FOR APPROVAL OF INTERLOCKING RELATIONSHIPS UNDER SECTION 409 (A) OF THE CIVIL AERONAUTICS ACT OF 1938

NOTICE OF HEARING

The above-entitled proceeding is assigned for public hearing on September 18, 1939, 10 o'clock a. m. (Eastern Standard Time) in Room 1851, Department of Commerce Building, Washington, D. C., before an Examiner.

Dated Washington, D. C., August 7, 1939.

By the Authority.

ROBERT R. REINING,
Acting Secretary.

[F. R. Doc. 39-2901; Filed, August 8, 1939; 10:35 a. m.]

[Docket No. 234]

IN THE MATTER OF THE APPLICATION OF C. COBURN DARLING AND CANADIAN COLONIAL AIRWAYS, INC. FOR APPROVAL OF INTERLOCKING RELATIONSHIPS UNDER SECTION 409 (a) OF THE CIVIL AERONAUTICS ACT OF 1938

NOTICE OF HEARING

The above-entitled proceeding is assigned for public hearing on September

7, 1939, 10 o'clock a. m. (Eastern Standard Time) in Room 1851, Department of Commerce Building, Washington, D. C., before an Examiner.

Dated Washington, D. C., August 7, 1939.

By the Authority.

[SEAL] ROBERT R. REINING,
Acting Secretary.

[F. R. Doc. 39-2900; Filed, August 8, 1939; 10:35 a. m.]

FEDERAL COMMUNICATIONS COM-
MISSION.

[Docket No. 3763]

IN RE APPLICATION OF THE SOUTH BEND
TRIBUNE (WSBT)

Dated, December 5, 1935; for construction permit; class of service, broadcast; class of station, broadcast; location, South Bend, Ind.; operating assignment specified: Frequency, 930 kc directional antenna; Power, 500 w night; 500 w day; Hours of operation, Unlimited

[File No. B4-P-900]

NOTICE OF HEARING

You are hereby notified that the Commission has examined the above described application and has designated the matter for hearing for the following reasons:

1. To determine whether the interests of any other stations may be adversely affected by reason of interference, particularly Stations WELI, WDBJ, WBRC, KMA and WAAF, as well as the Canadian Stations CFCH, CFCL and CKPC.

2. To determine whether or not the operation of Station WSBT, as proposed, will be in accord with the Commission's plan of allocation, and standards of good engineering practice.

3. Because of the pendency of another application with which conflict may be had by reasons of interference, i. e., KMAC (B3-P-2309).

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

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

The applicant's address is as follows:

South Bend Tribune
Radio Station WSBT,
225 West Colfax Ave.,
South Bend, Ind.

Dated at Washington, D. C., August 7, 1939.

By the Commission.

[SEAL] T. J. SLOWIE,
Secretary.

[F. R. Doc. 39-2907; Filed, August 8, 1939;
1:00 p. m.]

[Docket No. 5330]

IN RE APPLICATION THE GAZETTE COMPANY
(NEW)

Dated, November 4, 1938, for construction permit; class of service, broadcast; class of station, broadcast; location, Cedar Rapids, Iowa; operating assignment specified: Frequency, 1420 kc; Power 100 w night, 100 w day; Hours of operation, Unlimited

[File No. B4-P-2283]

NOTICE OF HEARING

You are hereby notified that the Commission has examined the above described application and has designated the matter for hearing for the following reasons:

1. To determine whether the interests of Stations KATE and KSO may be adversely affected by reason of interference;
2. Because of the pendency of another application with which conflict may be had by reason of interference, i. e., Tri-City Broadcasting Company (WOC), Davenport, Iowa, (B4-P-2288); and
3. To determine whether the site at which the applicant proposes to construct and operate the station will be satisfactory.

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

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

The applicant's address is as follows:

The Gazette Company, 500 Third Ave., Southeast, Cedar Rapids, Iowa.

Dated at Washington, D. C., August 7, 1939.

By the Commission.

[SEAL] T. J. SLOWIE,
Secretary.

[F. R. Doc. 39-2908; Filed, August 8, 1939;
1:00 p. m.]

No.152—4

[Docket No. 5426]

IN RE APPLICATION OF PRESQUE ISLE
BROADCASTING CO. (NEW)

Dated, September 14, 1938, for construction permit; class of service, broadcast; class of station, broadcast; location, Erie, Pa.; operating assignment specified: Frequency, 1500 kc.; power, 100 w night; 250 w day; hours of operation, unlimited.

[File No. B2-P-2251]

NOTICE OF HEARING

You are hereby notified that the Commission has examined the above described application and has designated the matter for further hearing on the following issues:

1. To determine the citizenship of the officers, directors and stockholders of the applicant corporation.
2. To determine whether or not any person, firm or corporation, other than the Presque Isle Broadcasting Company, has any interest, either direct or indirect, in this application.

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

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

The applicant's address is as follows:

Presque Isle Broadcasting Co., 705 Ariel Building, Erie, Pennsylvania.

Dated at Washington, D. C., August 7, 1939.

By the Commission.

[SEAL] T. J. SLOWIE,
Secretary.

[F. R. Doc. 39-2906; Filed, August 8, 1939;
1:00 p. m.]

RURAL ELECTRIFICATION ADMINISTRATION.

[Administrative Order No. 380]

AMENDMENT OF ALLOCATIONS OF FUNDS FOR
LOANS

AUGUST 7, 1939.

I hereby amend Administrative Order No. 343, dated May 11, 1939, by rescinding the allocation of \$2,500 therein made for Alabama R9020W1 Baldwin.

I hereby amend Administrative Order No. 232, dated April 1, 1938, by reducing

the allocation of \$22,037 therein made for Delaware 8002W1 Sussex by \$17,037 so that the reduced allocation shall be \$5,000.

I hereby amend Administrative Order No. 107, dated June 10, 1937, by reducing the allocation of \$16,375 therein made for Georgia 34W Carroll by \$10,000 so that the reduced allocation shall be \$6,375.

I hereby amend Administrative Order No. 134, dated September 8, 1937 by rescinding the remaining \$10,000 of a \$30,000 allocation therein made for Illinois 8026W Iroquois, the unexpended \$20,000 balance having been rescinded by Administrative Order No. 230, dated March 31, 1938.

I hereby amend Administrative Order No. 131, dated August 31, 1937, by rescinding the allocation of \$3,000 therein made for Indiana 8006W Boone.

I hereby amend Administrative Order No. 107, dated June 10, 1937, by rescinding the allocation of \$40,000 therein made for Kentucky 14W Henderson.

I hereby amend Administrative Order No. 90, dated April 30, 1937, by reducing the allocation of \$20,000 therein made for Missouri 27W Andrew by \$10,000 so that the reduced allocation shall be \$10,000.

ROBERT B. CRAIG,
Acting Administrator.

[F. R. Doc. 39-2895; Filed, August 8, 1939;
9:23 a. m.]

SECURITIES AND EXCHANGE COMMISSION.

United States of America—Before the
Securities and Exchange Commission

At a regular session of the Securities and Exchange Commission held at its office in the City of Washington, D. C., on the 7th day of August, A. D. 1939.

[File No. 54-15]

IN THE MATTER OF COMMUNITY POWER
AND LIGHT COMPANY

NOTICE OF AND ORDER FOR HEARING

An application pursuant to Section 11 (e) of the Public Utility Holding Company Act of 1935; an application pursuant to Section 11 (g) and Rule U-12E-4 of the Act; a declaration pursuant to Section 7 of the Act; and a declaration pursuant to Rule U-12E-5 of the Act having been filed with this Commission by the above named party;

It is ordered, That a hearing on such matter be held on September 6, 1939, at 10:00 o'clock in the forenoon of that day, at the Securities and Exchange Building, 1778 Pennsylvania Avenue, N. W., Washington, D. C. On such day the hearing-room clerk in room 1102 will advise as to the room where such hearing will be held. At such hearing, if

in respect of any declaration, cause shall be shown why such declaration shall become effective.

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

Notice of such hearing is hereby given to such declarant or applicant and to any other person whose participation in such proceeding may be in the public interest or for the protection of investors or consumers. It is requested that any person desiring to be heard or to be admitted as a party to such proceeding shall file a notice to that effect with the Commission on or before September 1, 1939.

The matter concerned herewith is in regard to an application pursuant to Section 11 (e) of the Public Utility Holding Company Act with regard to a plan of recapitalization providing—

(1) For the exchange of the 68,962 outstanding shares of First Preferred Stock, \$6 Dividend Series, together with all accumulated and unpaid dividends thereon (amounting to \$46.50 per share as of July 31, 1939) and the 10,000 outstanding shares of common stock for 362,810 shares of new common stock, with a par value of \$10 per share, at the rate of 5 shares of new common stock for each share of present preferred stock outstanding and 1½ shares of new common stock for each share of present common stock outstanding;

(2) For the amendment of the Assignments and Agreements, outstanding in the face amount of \$370,523.84, in order to permit them to be redeemed by the applicant, in whole or in part, at the

rate of \$100 for each \$95 of their face amount in lieu of the present right of the applicant to fund such Assignments and Agreements into preferred stock;

(3) For the write-off of excess carrying value of investments in subsidiaries, unamortized debt discount and expenses and cost of preferred stock financing;

(4) For the consummation of such plan either through the use of the existing company by the amendment of its charter, or through the organization of a new corporation;

(5) For the application by the Commission to a federal court in accordance with the provisions of Section 11 (e) and Section 18 (f) to enforce and carry out the terms and provisions of the plan;

The application under Section 11 (e) and the plan itself provide that such plan shall not be consummated until such plan and the action of the Board of Directors in filing such plan with the Commission shall have been submitted to and approved by the holders of at least two-thirds of the outstanding First Preferred Stock and by at least a majority of the outstanding common stock and shall have been approved by a federal court which shall have entered an appropriate final decree as contemplated and provided in Section 11 (e);

The matter concerned herewith is also in regard to an application for a report on the proposed plan of recapitalization, filed under Section 11 (e) and as summarized above, under Section 11 (g) and Rule U-12E-4 of the Act;

The matter concerned herewith is also in regard to a declaration filed under Rule U-12E-5 with regard to solicitation, in accordance with Rule U-12E-3 (d), from common and First Preferred Stockholders of consents to or dissents from the plan of recapitalization filed under Section 11 (e) and as summarized above;

The matter concerned herewith is also in regard to a declaration pursuant to Section 7 with regard to the issue and

sale of the securities as provided in the plan of recapitalization filed under Section 11 (e) and as summarized above.

By the Commission.

[SEAL]

FRANCIS P. BRASSOR,
Secretary.

[F. R. Doc. 39-2902; Filed, August 8, 1939; 10:59 a. m.]

United States of America—Before the
Securities and Exchange Commission

At a regular session of the Securities and Exchange Commission, held at its office in the City of Washington, D. C. on the 7th day of August, A. D. 1939.

IN THE MATTER OF APPLICATION BY NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC., FOR REGISTRATION AS A NATIONAL SECURITIES ASSOCIATION

ORDER GRANTING APPLICATION FOR REGISTRATION AS A NATIONAL SECURITIES ASSOCIATION

The National Association of Securities Dealers, Inc., having made application to the Commission for registration as a national securities association pursuant to Section 15 A (a) of the Securities Exchange Act of 1934, as amended; and

A hearing having been held in this matter after appropriate notice¹ and the record therein having been duly considered; the rules of the association having been examined; and the Commission having made and filed its findings and opinion herein;

It is ordered, That the application of the National Association of Securities Dealers, Inc. for registration as a national securities association be and the same hereby is granted.

By the Commission.

[SEAL]

FRANCIS P. BRASSOR,
Secretary.

[F. R. Doc. 39-2903; Filed, August 8, 1939; 11:34 a. m.]

¹ 4 F.R. 3405 DI.