



# FEDERAL REGISTER

VOLUME 9 NUMBER 20

Washington, Friday, January 28, 1944

**Regulations.**

**TITLE 7—AGRICULTURE**

**Chapter X—War Food Administration  
(Production Orders)**

[Rev. FPO 14, Amdt. 1 to Rev. Supp. Order 1]

**PART 1202—FARM MACHINERY AND  
EQUIPMENT**

**NEW FARM MACHINERY AND EQUIPMENT**

Schedule III attached to Supplementary Order No. 1 (8 F.R. 17458) to Food Production Order No. 14 (8 F.R. 17456) is hereby amended to read as follows:

**SCHEDULE III**

**BEEF AND BEAN DRILLS OR PLANTERS**

- Item No.
- 23 Four row, horse or tractor drawn.
  - 23a Six row, horse or tractor drawn.
  - 23b Four row, tractor mounted.
  - 23c Six row, tractor mounted.

**DISC HARROWS**

- 80 Disc harrows, reversible, row disc, horse or tractor drawn.
- 80a Disc harrows, single, six feet and under (horse drawn type).
- 80b Disc harrows, single, over six feet (horse drawn type).
- 80c Disc harrows, tandem attachment for horse drawn type.
- 80d Disc harrows, single and tandem, six feet and under, tractor drawn.
- 80e Disc harrows, single and tandem, over 6 feet and under 11 feet, tractor drawn.
- 80f Disc harrows, tandem "heavy duty" "cover crop", "wide disc spacing" tractor drawn.
- 80g Disc harrows, wide disc harrows over ten feet, tractor drawn.
- 80h Disc harrows, offset—tractor drawn.
- 80i Disc harrows, brush and bog, tractor drawn.
- 81 Disc harrows, tractor mounted and tool bar type.
- 81a Cane disc harrows, tractor mounted and tool bar type.

**SOIL PULVERIZERS AND PACKERS**

- 83 Soil pulverizers and packers, single.
- 83a Soil pulverizers and packers, double.

**ROTARY HOES**

- 102 Rotary hoes, horse or tractor drawn.

**SCHEDULE III—Continued**

**DUSTERS**

- Item No.
- 121 Power duster, auxiliary engines.
  - 121a Power duster, power take-off.
  - 122 Traction dusters (except one and two row wheel barrow type).

**GRAIN BINDERS**

- 129 Grain binders (ground drive).
- 130 Grain binders (power take-off).

**FEED GRINDERS AND CRUSHERS**

- 174 Power, burr type.
- 175 Hammer type.
- 175a Roughage mills, combination type with cutter head and grinder.

**DISTRIBUTION EQUIPMENT**

- 232 Portable pipe and extensions, sprinklers (excluding lawn sprinklers), valves and gates.

(54 Stat. 676, 55 Stat. 236, 56 Stat. 176; E.O. 9280, 7 F.R. 10179; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; E.O. 9392, 8 F.R. 14783)

Issued this 27th day of January 1944.

WILSON COWEN,

Assistant War Food Administrator.

[F. R. Dec. 44-1391; Filed, January 27, 1944; 11:23 a. m.]

**TITLE 19—CUSTOMS DUTIES**

**Chapter I—Bureau of Customs**

[T. D. 50393]

**PART 51—IMPORTS AND EXPORTS SUBJECT TO PROVISIONS OF E.O. 8389, AS AMENDED, AND PROCLAMATION 2497 REGARDING BLOCKED NATIONALS**

**RESTRICTED EXPORTATIONS AND IMPORTATIONS: PROCEDURE**

JANUARY 24, 1944.

T. D. 50530 amended to eliminate requirement of extra copies of customs entry, withdrawal, or export declaration.

T. D. 50530 issued on December 17, 1941 (6 F.R. 6585) is amended as follows:  
(1) Section 51.11 is deleted.  
(2) Section 51.12 is renumbered § 51.11 and is amended to read as follows:

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#### NOTICE

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§ 51.11 Whenever presentation of a special license issued pursuant to Executive Order No. 8389, as amended, is required upon the entry, withdrawal, or exportation of merchandise, the original copy of the special license shall be presented to the collector in respect of each such transaction and shall bear a notation in ink by the licensee or person presenting the license showing the description, quantity, and value of the merchandise to be entered, withdrawn, or exported. This notation should be so placed and so written that there will exist no possibility of confusing it with anything placed on the license at the time of its issuance. If the license in fact authorizes the entry, withdrawal, or exportation the collector, or other authorized customs employee, shall verify the notation by signing or initialing it after first assuring himself that it accurately describes the merchandise it purports to represent. The license shall thereafter be returned to the person presenting it.

(3) Section 51.13 is renumbered § 51.12.

(4) The first paragraph of § 51.14 is deleted.

The provisions hereof shall be effective on January 31, 1944.

[SEAL] RANDOLPH PAUL,  
Acting Secretary of the Treasury.

[F. R. Doc. 44-1371; Filed, January 26, 1944; 4:45 p. m.]

#### TITLE 29—LABOR

##### Chapter VI—National War Labor Board

[General Order 26]

##### PART 803—GENERAL ORDERS

##### NONPROFIT ORGANIZATION EXEMPTION FROM FILING WAGE ADJUSTMENT APPLICATION FOR APPROVAL

General Order No. 26 (8 F.R. 10405) is hereby amended to read as follows:

§ 803.26 *General Order No. 26.* (a) Organizations established as nonprofit community chest funds, foundations, or cemetery companies, and organizations operated without profit and exclusively for religious, charitable, scientific, literary or educational purposes, which have been exempted from the payment of income and social security taxes (including nonprofit organizations which maintain and operate hospitals), shall be exempt from the necessity of filing applications for approval of wage and salary adjustments of their employees within the jurisdiction of the National War Labor Board.

(b) Such organizations will, nevertheless, be expected to observe and abide

by the national wage and salary stabilization policy in making any adjustments in the wages or salaries of their employees.

(c) The Regional War Labor Boards may recommend to the National War Labor Board such exceptions to the provisions of this order as are necessary to effectuate the wage and salary stabilization policies of the National War Labor Board, which exceptions, if approved by the National War Labor Board, shall, unless otherwise specified, apply only within the territorial jurisdiction of the Regional Board making the recommendation.

(E.O. 9250—7 F.R. 7871)

Adopted January 12, 1944.

THEODORE W. KHEEL,  
Executive Director.

[F. R. Doc. 44-1366; Filed, January 26, 1944; 12:58 p. m.]

#### TITLE 30—MINERAL RESOURCES

##### Chapter VI—Solid Fuels Administration for War

##### PART 602—GENERAL ORDERS AND DIRECTIVES

[Reg. 12]

##### RESTRICTIONS ON DELIVERY OF COKE

On December 31, 1943, the Chairman of the War Production Board delegated to the Solid Fuels Administrator for War authority and discretion to control the distribution of coke by any person to any domestic consumer and the use of coke by any domestic consumer (WPB Directive 33, 9 F.R. 64). In order to assure the equitable distribution of the available supply of coke for domestic consumers, it is necessary to place restrictions upon deliveries of coke by retail dealers. Accordingly, in order to effectuate the purposes of Executive Order No. 9332, and by virtue of the authority conferred by that Order and Directive 33 of the War Production Board, the following regulation is issued by the Solid Fuels Administrator for War:

Sec.	
602.221	Definitions.
602.222	Restrictions upon deliveries of coke by retail dealers.
602.223	Restrictions upon the ordering and receiving of coke by domestic consumers.
602.224	Limitations upon the applicability of this regulation.
602.225	Records.
602.226	Violations.
602.227	Damages for breach of contract.
602.228	Application for modification and exception.

AUTHORITY: §§ 602.221 to 602.228, inclusive issued under E.O. 9332, 8 F.R. 5355; E.O. 9125, 7 F.R. 2719; sec. 2 (a), 54 Stat. 678, as amended by 55 Stat. 236 and 56 Stat. 170.

§ 602.221 *Definitions.* (a) "Solid fuel" means all forms of anthracite, bituminous, sub-bituminous, and lignitic coals (including packaged and processed fuels, such as briquettes), and coke.

(b) "Coke" means all coke made from bituminous coal.

(c) "Person" means any individual, partnership, association, business trust, corporation, governmental corporation or agency, or organized group of persons.

(d) "Retail dealer" means any person (including the retail outlet, branch, or department of a person who is also a producer or wholesaler)—who acts in the capacity of a seller of coke in a transaction involving the sale, or sale and delivery, of broken bulk coke, physically handled in less than carload lots, without regard to quantity or frequency of delivery.

(e) "Domestic consumer" means any person who acquires coke for space heating, domestic hot water or domestic cooking but does not include any person to the extent that he acquires coke for use in an industrial process or for the production of power or for space heating which is incidental thereto.

(f) "Days' supply" means the minimum amount of coke and other usable solid fuels which it is reasonably expected will be consumed during any specified number of days following the placing of an order for coke.

§ 602.222 *Restrictions upon deliveries of coke by retail dealers.* (a) Except as provided in paragraph (c) of this section, no retail dealer shall deliver any coke to a domestic consumer if such consumer has more than a 30 days' supply of solid fuel on hand.

(b) A retail dealer may deliver coke in any quantity to a domestic consumer, provided that the tonnage delivered, when added to the inventory on hand, does not exceed a 30 days' supply of solid fuel. The provisions of this paragraph shall not be deemed to require any retail dealer to deliver less than two tons of coke to any domestic consumer, but a retail dealer may deliver less than two tons of coke to any domestic consumer.

(c) Notwithstanding the provisions of paragraphs (a) and (b) of this section, a retail dealer may deliver coke to a domestic consumer with more than a 30 days' supply of solid fuel, and such consumer may accept delivery, if such retail dealer has no orders from consumers with less than a 30 days' supply of solid fuel.

(d) Retail dealers shall, to the extent consistent with the provisions of this section, furnish coke first to those domestic consumers who are in most urgent need of such fuel, whether such consumers are contract or spot order customers. Accordingly, in accepting and filling orders for coke, no retail dealer shall discriminate among domestic consumers who are equally entitled to order and receive coke under this Regulation.

§ 602.223 *Restrictions upon the ordering and receiving of coke by domestic consumers.* (a) No domestic consumer may order coke in excess of the amount a retail dealer is permitted to deliver pursuant to § 602.222 of this regulation, and no such consumer may receive from all sources combined more coke than any retail dealer is permitted to deliver pursuant to § 602.222.

(b) No domestic consumer may receive any coke if he inflates, duplicates or pyramids his orders or contracts for solid fuel.

§ 602.224 *Limitations upon the applicability of this regulation.* The provisions of this regulation do not apply to deliveries of coke to or acquisition of coke by:

(a) Domestic consumers within the Limitation Area (States of Washington and Oregon and the following counties in the State of Idaho: Boundary, Bonner, Kootenai, Benewah, Latah, Nez Perce, Shoshone, Clearwater, Lewis and Idaho) designated in section 1 of Ration Order No. 14A, issued by the Office of Price Administration on September 18, 1943.

(b) The Army, Navy, Marine Corps, Coast Guard of the United States, Maritime Commission or War Shipping Administration or operators of poultry brooders and hatcheries;

(c) Any governmental agency or other person when such coke is required by it, for export to and consumption or use in a foreign country or territory;

(d) Commercial fishing vessels or vessels engaged in the transportation of cargo or passengers in foreign, coastwise, intercoastal, lake or river trade; or

(e) Any person to the extent that he acquires coke for use in an industrial process or for the production of power or for space heating which is incidental thereto.

§ 602.225 *Records.* (a) Each retail dealer shall keep and preserve for a period of not less than two years accurate and complete records of the details of any transaction to which any portion of this regulation applies.

(b) All records required to be kept by this Regulation shall, upon request, be submitted for inspection, copy and audit by duly authorized representatives of the Solid Fuels Administrator for War.

§ 602.226 *Violations.* Any person who violates any provision of this Regulation or who, by any statement or omission, wilfully falsifies any records which he is required to keep, or who wilfully certifies false or misleading information to the Solid Fuels Administrator for War, or any person who obtains a delivery of coke by means of a wilfully false or misleading statement, may be prohibited from delivering or receiving any material under priority control. The Solid Fuels Administration for War may also take any other action deemed appropriate, including the making of a recommendation for prosecution under section 35 (A) of the Criminal Code (18 U. S. C. Sec. 30) or under the Second War Powers Act (Public, No. 507, 77th Cong., March 27, 1942).

§ 602.227 *Damages for breach of contract.* No person shall be held liable for damages or penalties for any default under any contract which shall result directly or indirectly from compliance with this regulation.

§ 602.228 *Application for modification and exception.* Any application for modification of or exception from any provision of this Regulation shall be filed in triplicate with the Solid Fuels Administration for War, Washington, D. C. The application shall set forth in detail the provisions sought to be modified or from which an exception is sought, and the reasons and data in support of such request for modification or exception.

This regulation shall become effective January 27, 1944.

Issued this 26th day of January 1944.

HAROLD L. ICKES,

Solid Fuels Administrator for War.

[P. E. Doc. 44-1337; Filed, January 27, 1944; 12:03 p. m.]

PART 602—GENERAL ORDERS AND DIRECTIVES  
[Reg. 13]

BITUMINOUS COAL IN DISTRICT 8

To relieve the critical shortage in the supply of bituminous coal of retail dealers at certain destinations in the States of Virginia, Tennessee, North Carolina, South Carolina, Georgia, Alabama and Florida, it is necessary to require certain producers in District No. 8 to ship all or a portion of their production of lump or double-screened domestic coal (not including household domestic stoker coal) to retail dealers at those destinations, and to require certain other producers in District No. 8 to make available each week for shipment, pursuant to specific directions issued by the Solid Fuels Administration for War, a portion of their week's production of such lump or double-screened domestic coal. It is also necessary to place restrictions upon deliveries of bituminous coal produced in District No. 8 by retail dealers at certain destinations in the above-named states. Accordingly, in order to effectuate the purposes of Executive Order No. 9332 (8 F.R. 5355), and by virtue of the authority conferred by that Order, the following Regulation is issued by the Solid Fuels Administrator for War:

Sec.	Definitions.
602.235	Required shipments of bituminous coal by certain producers in District No. 8 to certain destinations.
602.237	Restrictions upon the ordering and receiving of bituminous coal, and upon deliveries of bituminous coal, by retail dealers in the Southeast.
602.238	Reports.
602.239	Violations.
602.240	Damages for breach of contract.
602.241	Applications for modification and exception.
602.242	Effective date of this regulation.

AUTHORITY: §§ 602.235 to 602.242, inclusive, issued under E.O. 9332, 8 F.R. 5355; E.O. 9125, 7 F.R. 2719; sec. 2 (a), 54 Stat. 676, as amended by 55 Stat. 236 and 55 Stat. 176.

§ 602.235 *Definitions.* (a) "District No. 8," any specified "subdistrict" of said District No. 8 and any specified "market area" have the meaning established, pursuant to the Bituminous Coal Act of 1937, as amended, by the various schedules, orders, rules, regulations and practices of the Bituminous Coal Division of the Department of the Interior as of August 23, 1943.

(b) "Producer" means any person (except when engaged in retail dealer transactions) engaged in the business of mining or preparing bituminous coal (or the sales agent of such person).

(c) "Retail dealer" means any person (including the retail outlet, branch or department of a person who is also a producer or wholesaler) who acts in the capacity of a seller of bituminous coal in a transaction involving the sale, or

sale and delivery, of broken bulk bituminous coal, physically handled in less than carload lots without regard to quantity or frequency of delivery.

§ 602.236 *Required shipments of bituminous coal by certain producers in District No. 8 to certain destinations.* (a) Each producer in the Virginia and Southern Appalachian Subdistricts of District No. 8 shall ship all of his weekly production of lump or double-screened domestic coal (not including household domestic stoker coal)—each producer in the Harlan Subdistrict of District No. 8, and each producer in the Big Sandy-Elkhorn Subdistrict of District No. 8 whose mine is located on the Chesapeake & Ohio Railway, shall ship not less than 50 percent of his weekly production of lump or double-screened domestic coal (not including household domestic stoker coal)—to destinations in the States of Georgia, Alabama, and Florida, destinations in those parts of the States of North Carolina and South Carolina within Market Areas Nos. 106, 109, and 110, destinations in that part of the State of Virginia within Market Area No. 101 and destinations in that part of the State of Tennessee consisting of Marion, Grundy, Warren, DeKalk, Putnam, Jackson and Clay Counties and east thereof.

(b) Each producer in the Kanawha, Logan, Hazard, and Williamson Subdistricts of District No. 8 shall make available for shipment pursuant to specific directions issued by the Solid Fuels Administration, 5 percent of each week's production of lump and double-screened domestic coal (but not including household domestic stoker coal). However, if no specific direction from the Solid Fuels Administration is received by any such producer by Thursday of any week, such producer may ship the entire production of lump and double-screened domestic coal of that week on orders on hand subject to the provisions of Solid Fuels Administration for War Regulation No. 10 (8 F.R. 15773) or of other regulations or directions issued by the Solid Fuels Administration.

(c) Notwithstanding the provisions of paragraphs (a) and (b) of this section, no producer described in those paragraphs shall be deemed to be required by such paragraphs to curtail his production, and he may ship coal upon any order if such shipment is necessary to permit uninterrupted operation at his mine.

§ 602.237 *Restrictions upon the ordering and receiving of bituminous coal, and upon deliveries of bituminous coal, by retail dealers in the southeast.* (a) No retail dealer in the States of Virginia, North Carolina, South Carolina, Georgia, Alabama, Tennessee and Florida may order and receive such an amount of lump or double-screened domestic coal (not including household domestic stoker coal) produced in District No. 8 as will result in his maintaining at his yard as storage or inventory tonnage exceeding 20 percent of his average monthly deliveries of such coal to consumers during November, December and January of the winter of 1942-43.

(b) Notwithstanding the provisions of Solid Fuels Administration for War Revised Regulation No. 7 (8 F.R. 15442), no

retail dealer described in paragraph (a) of this section shall deliver any lump or double-screened domestic coal (not including household domestic stoker coal) to any consumer who has sufficient solid fuel (coal or coke) on hand to meet his minimum burning requirements for a period of 15 days. A retail dealer may deliver to a consumer, who has less than 15 days' supply of solid fuel (coal or coke) on hand, an amount of coal which when added to the consumer's supply of coal and coke will not result in the consumer having more solid fuel (coal or coke) than is necessary to meet his minimum burning requirements for a period of 15 days.

(c) Despite the provisions of paragraph (b) of this section, no retail dealer is required by this Regulation to make deliveries of less than one ton of lump or double-screened domestic coal (not including household domestic stoker coal) to any consumer entitled to receive such coal in accordance with this regulation.

§ 602.238 *Reports.* Each producer in District No. 8 shall report in writing on or before the fifth day of each month to Mr. Wayne P. Ellis, Area Distribution Manager, Solid Fuels Administration for War, 600 Transportation Building, Cincinnati, Ohio, the name and location of each retail dealer to whom coal is shipped, and the tonnage so shipped, in accordance with the provisions of this regulation. In lieu of such report, any producer may file with Mr. Ellis a copy of each invoice covering any tonnage shipped in accordance with this Regulation. The reporting requirements of this Regulation have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

§ 602.239 *Violations.* Any person who wilfully violates any provision of this Regulation is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using material under priority control and may be deprived of priorities assistance.

§ 602.240 *Damages for breach of contract.* No person shall be held liable for damages or penalties for any default under any contract or order which shall result directly or indirectly from compliance with this Regulation.

§ 602.241 *Application for modification and exception.* Any application by a producer or retail dealer for modification of or exception from any provisions of this Regulation shall be filed in triplicate. Retail dealers shall file any such application with the nearest Area Distribution Manager of the Solid Fuels Administration for War. Producers shall file any such applications with Mr. Wayne P. Ellis, Area Distribution Manager, Solid Fuels Administration for War, 600 Transportation Building, Cincinnati, Ohio. The application shall set forth in detail the provisions sought to be modified or from which an exception is sought and the reasons and data in support of such request for modification or exception. The Area Distribution Manager shall send such application with his recommendation thereon to the Solid

Fuels Administrator for War for appropriate action.

§ 602.242 *Effective date of this regulation.* This regulation shall become effective immediately.

Issued this 26th day of January 1944.

HAROLD L. ICKES,  
Solid Fuels Administrator for War.  
[F. R. Doc. 44-1398; Filed, January 27, 1944;  
12:06 p. m.]

## TITLE 32—NATIONAL DEFENSE

### Chapter VIII—Foreign Economic Administration

#### Subchapter B—Export Control

[Amendment 146]

#### PART 801—GENERAL REGULATIONS

##### CLAY AND CLAY PRODUCTS

Section 801.2 *Prohibited exportations* is hereby amended in the following particulars:

In the column headed "General License Group" the group and country designations assigned to the commodities listed below, at every place where said commodities appear in said section, are hereby amended to read as follows:

Commodity	Department of Commerce No.	General license group
Clay and clay products:		
Sanitary fixtures and fittings, and parts, n. e. s.	5334.00	-----
Vitreous china bathroom accessories, n. e. s. (including towel and grab bars, clothes hooks, soap receptacles, etc.)	5334.00	K
Other sanitary fixtures and fittings, and parts, n. e. s.	5334.00	62

(Sec. 6, 54 Stat. 714; Pub. Law 75, 77th Cong.; Pub. Law 638, 77th Cong.; E.O. 9361, 8 F.R. 9861; Order 1, 8 F.R. 9938; E.O. 9380, 8 F.R. 13081; Delegation of Authority 20, 8 F.R. 16235; Delegation of Authority 21, 8 F.R. 16320)

Dated: January 26, 1944.

S. H. LEBENSBERGER,  
Director, Requirements and Supply  
Branch, Bureau of Supplies.

[F. R. Doc. 44-1373; Filed, January 27, 1944;  
9:21 a. m.]

## Chapter IX—War Production Board

### Subchapter B—Executive Vice-Chairman

**AUTHORITY:** Regulations in this subchapter issued under sec. 2 (a), 54 Stat. 670, as amended by 55 Stat. 236 and 56 Stat. 176; E.O. 9024, 7 F.R. 329; E.O. 9125, 7 F.R. 2719; W.P.B. Reg. 1 as amended March 24, 1943, 8 F.R. 3666, 3696; Pri. Reg. 1 as amended May 15, 1943, 8 F.R. 6727.

#### PART 3133—PRINTING AND PUBLISHING

[Limitation Order L-240, Direction 2]

#### SUPPLEMENTARY CONSUMPTION QUOTAS FOR LEAP YEAR DAY

This direction gives to each publisher of a newspaper which is regularly issued five or more days per week a supplementary consumption quota for publication on Leap Year Day (February 29, 1944).

(a) A publisher who issues a newspaper five or six days per week (excluding Sundays) shall:

(1) Divide his consumption quota, computed in accordance with paragraph (k), by the number of days (excluding Leap Year Day) on which his newspaper is published during the first quarter of 1944.

(2) Add the resulting tonnage to his consumption quota for the first quarter of 1944.

(b) A publisher who issues a newspaper six or seven days per week (including Sundays) shall:

(1) Ascertain the percentage relationship which his adjusted base tonnage for morning and evening issues, computed in accordance with paragraph (k) (4), bears to his total adjusted base tonnage for morning, evening and Sunday issues.

(2) Multiply his consumption quota by this percentage.

(3) Divide by the number of days (excluding Sundays and excluding Leap Year Day) on which his newspaper is published during the first quarter of 1944.

(4) Add the resulting tonnage to his consumption quota for the first quarter of 1944.

Issued this 27th day of January 1944.

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

[F. R. Doc. 44-1390; Filed, January 27, 1944;  
11:18 a. m.]

#### PART 3270—CONTAINERS

[Supplementary Order L-103-b as Amended  
Jan. 27, 1944]

##### GLASS CONTAINER AND CLOSURE QUOTAS

###### What This Order Does

§ 3270.36 *Supplementary Order L-103-b*. This order lists the only products which may be commercially packed in new machine-made, glass containers or with new metal closures. It specifies closure materials and sets forth the number of glass packages and metal closures which may be used for each listed product. In addition, some restrictions are placed upon the manufacture of closures.

The order limits "commercial packs" only. Although there are certain manufacturing restrictions, the use of glass containers or metal closures for home canning purposes is not affected.

Likewise, the provisions of this order cover only new glass containers and closures. Used containers or closures are not limited. However, closures which are fabricated from used closures—that is, where the used closures are a production material—are regarded as new closures made of "waste" and are governed by the pertinent provisions of this order.

Definitions of the various terms used in this order appear in paragraph (x) hereof.

###### Restrictions on Use of Glass Containers and Closures

(Note exceptions from these restrictions in paragraphs (p) through (v)).

(a) *Prohibited acceptances and uses of glass containers and closures*. No packer shall accept delivery of or use any new glass container, or any new metal

closure for packing any product not listed in a schedule of this order. This restriction insofar as it relates to glass containers shall not go into effect until March 1, 1944.

(b) *Limitations on acceptance and use of glass containers and closures*. Likewise, during any calendar year beginning with 1944, no packer shall accept delivery of or use, for packing any product which is listed in a schedule of this order, more new glass containers or more new metal closures (other than closures made from waste) than his quota for that product. However, jobbers or retailers may obtain closures and glass containers and resell them in conformity with the provisions of this order.

(c) *Closure materials*. No packer shall accept delivery of or use, for packing any product, new metal closures made of any material except those permitted for that product in the schedules of this order. However, blackplate closures (including rejects) may be used wherever tinplate or terneplate is specified, and frozen plate may be used wherever tinplate, terneplate or blackplate is specified. Likewise, closures made of waste may be used in accordance with the following paragraph:

(d) *Closures made of waste*. Closures made of waste shall not be used for packing any product not listed in the schedules attached to this order. Closures made of waste may be used in addition to specified quotas for listed products.

(e) *Home canning jars*. No packer shall pack any commodity in a home canning jar. (Note that the use of these jars for home canning is not restricted).

###### Quotas

(f) *General*. Closure and glass quotas are stated separately in the attached schedules, and are not necessarily the same for any given product.

Quotas are not interchangeable as between listed products. That is, a packer who packs two products, product A and product B, must compute his quota (in the manner described in the following paragraph (g)) for each product separately. He cannot allot any portion of his quota for product A to product B, even if he does not pack his full quota of product A.

Furthermore, quotas may not be transferred from one packer to another except as provided in Priorities Regulation 7A.

(g) *Computation of quotas*. In most cases where this order provides a quota for the packing of any product, it does so, in the attached schedules, by stating a percentage figure followed by a calendar year—for instance, 100% 1943. Where this appears in the "glass quota" column opposite a product, it means, unless otherwise specified, that a packer's glass container quota for that product during 1944 and subsequent calendar years is computed as follows:

(1) He takes the number of new glass containers which he used for packing that product during the named base year.

(2) He subtracts the number of new glass containers which he used for packing that product during the named base year and which were quota exempt under the provisions of any prior order of the War Production Board or under any previous amendment of this order.

(3) He multiplies the resulting figure by the applicable percentage.

Identical rules apply to the computation of closure quotas, except that unless otherwise specified they are based on the number of new metal closures used during the specified base period.

The schedules of this order provide that the quotas for some products are based on the number of new metal closures or new glass containers accepted rather than those used during the specified base period. Here again, the method of computation, described in this paragraph, applies, except that the word "accepted" should be substituted for the word "used" in steps 1 and 2 above. Only the new metal closures or the new glass containers which a packer actually accepted delivery of and those which were invoiced to him during the applicable base period may be included in his quota base in such cases. But, for the purpose of making charges against quota, a packer must include the new metal closures and the new glass containers which he actually accepts delivery of, and those which are set aside for him or held by another party for his account—whether or not they are actually invoiced to him.

In a few cases, the schedules of this order set forth special rules, not covered by the above, for the computation of quotas for particular products. Such rules must be followed, and supersede the general statements contained in this paragraph (g) to the extent that they conflict with them.

(h) *Use of quotas*. As indicated above, most quotas are based on past use. The word "use" refers only to the actual filling operation in the case of glass and the actual capping operation in the case of closures. Therefore, to the extent that a person did not do this directly during the base period, he has no quota, despite the fact that he may have supplied the actual packer with the product, closures, containers, etc. After December 31, 1943, any packing done for him must be within the quota of the person performing the actual filling and capping operation.

In the case of products whose quotas are based upon acceptances, a person is deemed to have "accepted" glass containers or closures (for the purpose of computing quotas) only to the extent that he himself actually took possession of them or had them invoiced to him. If he did not do this during the base period, he has no quota, and the rules stated in the preceding paragraph of this paragraph (h) apply.

Packers who use or accept new glass containers or metal closures for packing products for the account of others, as well as for their own account, must conduct both operations within their own quotas. Without a special appeal grant under this order, they cannot re-

gard their use or acceptances of glass containers and metal closures for the account of others as an addition to their quotas. This is true even where the other person may represent to the packer that he has a quota which he is not using himself.

On the other hand, packers are entitled to include, in their own quota bases, their use or acceptances of new glass containers or new metal closures, for the account of others during the specified base periods.

#### *Restrictions on Sale and Delivery of Glass Containers and Closures*

(i) *General restrictions.* No person shall sell or deliver any glass containers or closures which he knows, or has reason to believe, will be accepted or used in violation of any provision of this order.

(j) *Export deliveries.* During any calendar year, no person shall deliver more empty new glass containers or more new metal closures to any person outside of the 48 States of the United States and the District of Columbia than he delivered to that person during 1943.

(k) *Certificates.* No person shall sell or deliver any new glass containers or new metal closures except under a purchase order or contract validated by the delivery to such person of a purchaser's certificate, signed manually, or as provided in Priorities Regulation 7.

This certificate shall be in substantially the form attached hereto as Exhibit A in the case of sales or deliveries of all glass containers, and of all metal closures except malt and non-alcoholic beverage closures. Attention is called to the fact that this certificate, once filed by a purchaser with a supplier, covers all future deliveries from that supplier to that purchaser.

The certificate should be in substantially the form attached hereto as Exhibit B, where sales or deliveries of malt or non-alcoholic beverage closures are concerned. This certificate differs from Exhibit A in that it must be filed with each purchase order for beverage closures in order to validate the order.

(l) *Outstanding certificates.* Certificates previously filed with a supplier under any previous amendment of this order, shall remain valid insofar as sales or deliveries of glass containers are concerned. Exhibit A certificates previously filed under order M-104, shall remain valid insofar as closure (other than malt or non-alcoholic beverage), deliveries are concerned. In either of the above cases, no new certificate need be filed by any purchaser to validate his orders placed with the supplier to whom the previous certification was made.

(m) *Cases where certificates need not be filed.* No certificates shall be required for the sale or delivery of home canning jars or home canning closures, nor shall any certificates be required for the sale or delivery of any kind of glass containers or closures to: (1) Retailers, for

sale empty or unused; or (2) persons purchasing closures or glass containers from retailers.

(n) *Standard certifications.* The standard certification provided for in paragraph (d) of Priorities Regulation 7, cannot be used in place of the certifications provided by this order; nor may the certifications provided by this order be waived in accordance with paragraph (f) of Priorities Regulation 7.

#### *Restrictions Relating Solely to Manufacture of Closures*

(o) *Closure material.* (1) No person shall use any zinc, aluminum, tinplate, terneplate, blackplate, frozen plate, waste-waste or waste for the manufacture of the following types of closures:

(i) Cover caps which serve as a protective or decorative closure in addition to any original sealing medium (other than paraffin) such as another closure.

(ii) Double shell or semi-double shell caps.

(iii) Two-piece closures when both pieces are made of metal, except as permitted in paragraph (o) (2).

(2) No person shall use any zinc, aluminum, tinplate, terneplate, blackplate, or wire for the manufacture of any closure of the home canning type, except as, and to the extent permitted in Schedule VII attached to this order. No closure manufactured pursuant to Schedule VII shall knowingly be sold to, or used by, any person for packing any product for sale.

(3) No person shall use any tinplate, terneplate or blackplate heavier than 90 pounds per base box for the manufacture of crown caps. This restriction does not apply to rejects, frozen plate waste-waste, or waste.

(4) No person shall use for the manufacture of closures any tinplate with a tin coating in excess of 1.25 pounds per base box; and all persons manufacturing closures shall, to the greatest extent available, use 0.50 tinplate for the manufacture of closures for which tinplate is permitted by the provisions of this order.

(5) No person shall use any wire for the manufacture of paperboard disc plug caps, having a diameter of two inches or less, for milk bottles.

#### *Exceptions Pertaining to Both Glass Containers and Closures*

(p) *Deliveries to certain agencies and persons.* Nothing in this order shall prohibit the purchase, acceptance of delivery, or use (such use to be in addition to any quota specified in the schedules attached to this order) of glass containers or closures by any of the following persons or by any person for packing any product to be delivered to or for the account of any of the following persons:

(1) Army, Navy, Marine Corps, Maritime Commission, or War Shipping Administration of the United States (including persons operating vessels for such Administration or Commission for use thereon).

(2) Any person for packing products for retail sale or distribution through post-exchanges, sales commissaries, officers' messes, servicemen's clubs, ship service stores, or outlets; provided same are located at Army or Navy Camps, are not operated for private profit and are established primarily for the use of Army or Navy enlisted personnel within Army or Navy establishments or on Army or Navy vessels.

(3) American Red Cross, United Service Organizations, or such other nonprofit Defense Recreation Committees, engaged in the operation of recreation centers in the 48 States of the United States or the District of Columbia solely for military personnel, as are certified to be within the exemption provided by this paragraph (p) (3) by the Office of Defense Health and Welfare Services, OEMF.

(4) Any agency of the United States purchasing for a foreign country pursuant to the Act of March 11, 1941, entitled "An Act to Promote the Defense of the United States" (Lend-Lease Act).

(q) *Special provisions in schedules relative to exempt deliveries to certain agencies and persons.* The schedules of this order contain certain limitations on the exception provided by the preceding paragraph (p) in the case of certain products—as, for instance, ice cream mix and malt and nonalcoholic beverages. In such cases, the provisions of the schedules are controlling and supersede paragraph (p) to the extent that they conflict therewith.

#### *Exceptions Relative to Glass Containers Only*

(r) *Small users.* The restrictions of this order which pertain to glass containers shall not apply to any person during any calendar year in which he accepts no more than a total of five hundred (\$500.00) dollars worth (cost price to him) of empty new glass containers for all products.

(s) *Large size glass containers.* The restrictions of this order which pertain to glass containers shall not apply to any glass container with a capacity larger than 140 fluid ounces.

(t) *Glass containers manufactured prior to the date of this order.* The restrictions of this order shall not prevent any person's acceptance or use, for a product not listed in the schedules of this order, of any glass container manufactured before January 1, 1944, if the glass container in question was originally manufactured for the purpose of packing an unlisted product, or was originally manufactured for packing a listed product but has a capacity not permitted for that product in the attached schedules of this order. This paragraph does not permit the quota free use of glass containers for listed products regardless of when the containers were manufactured.

(u) *Quota free use of certain glass containers in inventory of packer on or before December 31, 1943.* To the ex-

tent that as of January 1, 1944, a packer had in his possession, empty glass containers which he was permitted to accept under paragraphs (b) (c) and (d) of order L-103-b as amended November 1, 1943, (excluding containers which he was permitted to accept under paragraph (e) of that order), he may use them during 1944 for packing any listed product in addition to his quota for that product. Nothing in this paragraph shall permit the quota free use of glass containers "borrowed" against anticipated 1944 usage, in accordance with paragraph (e) of this order as amended November 1, 1943.

*Exceptions Pertaining to Closures Only*

(v) *Small users.* The restrictions of this order which pertain to closures shall not apply to any person during any calendar year in which he accepts no more than five thousand new metal closures for all products.

*Prior Appeals*

(w) *Appeals granted prior to December 31, 1943 under Order M-104 and Order L-103-b.* All appeals granted prior to December 31, 1943 under orders L-103-b and M-104 are cancelled and shall be ineffective on and after January 1, 1944. Therefore, after that date, no person shall accept delivery of or use or shall manufacture, sell or deliver any new glass container or any new metal closure except in accordance with the provisions of this order—unless he receives a new grant on appeal after January 1, 1944.

*Definitions*

(x) *Definitions.* For the purposes of this order:

(1) "Glass container" means any empty new machine-made bottle, jar or tumbler, with a capacity of 140 fluid ounces or less, which is made of glass and which is suitable for packing any product.

(2) "Packer" means any person who uses glass containers or closures for commercially packing any product in the continental United States (the 48 States and the District of Columbia).

(3) "Home canning jar" means a glass container which is specifically made for use as a home canning jar (that is, for the purpose of packing or preserving food or food products in the home) and which carries some lettering or other marking identifying it as such.

(4) "Closure" means any new sealing or covering device affixed or to be affixed to a glass container for the purpose of retaining the contents within the container. The term shall not include bulbs or droppers for medicinal bottles.

(5) "Metal closure" means any closure which is made of zinc, aluminum, tinplate, terneplate, blackplate, frozen plate, waste-waste, or waste.

(6) "Tinplate" means sheet steel coated with tin, and includes "primes",

"seconds", and all other forms of tinplate except waste and waste-waste.

(7) "Terneplate" means sheet steel coated with a lead-tin alloy, and includes "primes", "seconds", and all other forms of terneplate except waste and waste-waste.

(8) "Blackplate" means any sheet-steel, other than tinplate or terneplate, and includes "rejects", and all other forms of blackplate except waste.

(9) "Frozen plate" means only tinplate, terneplate or blackplate which, since before August 9, 1943, has been held in the owner's inventory because, for any reason, it was not suitable for manufacture by the owner into articles permitted the use of steel under the provisions of War Production Board orders.

(10) "Waste-waste" means hot dipped or electrolytic tin coated steel sheets which have been rejected during processing by the producer because of imperfections which disqualify such sheets from sale as primes or seconds.

(11) Tinmill blackplate "rejects" means steel sheets rejected during processing by the producer because of imperfections which disqualify such sheets for sale as prime blackplate.

(12) "Waste", means:

(i) Used closures made of tinplate, terneplate or blackplate;

(ii) Used cans made of tinplate, terneplate or blackplate;

(iii) Tinplate, terneplate or blackplate discs produced in the ordinary course of manufacturing screw bands for home canning closures;

(iv) Slitter or shear trimmings, or lithographing lay sheets, produced in the ordinary course of manufacturing closures or cans.

(13) The term "0.50 tinplate" wherever used in this order, includes "menders" arising in the production of such tinplate which have been hot dipped with a maximum tin coating of 1.25 pounds per base box.

*Miscellaneous*

Note: Paragraphs (z), (aa), (bb), (cc), formerly (y), (z), (aa), (bb), redesignated Jan. 27, 1944.

(y) *Multiple unit users.* Any commercial user who uses glass containers at more than one plant may choose to compute and apply a separate quota for each plant (or group of plants) or a collective quota for all such plants. Any organization which consists of a parent corporation and one or more wholly-owned subsidiary corporations may consider itself as a single commercial user for purposes of this paragraph.

(z) *Applicability of regulation.* This order and all transactions affected thereby are subject to all applicable provisions of the regulations of the War Production Board, as amended from time to time.

(aa) *Appeals.* Any appeal from the provisions of this order shall be made by filing a letter, referring to the particular

provision appealed from and stating fully the grounds for the appeal.

(bb) *Communications.* All communications concerning this order shall be addressed to: War Production Board, Containers Division, Washington (25), D. C., Ref.: L-103-b.

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

Issued this 27th day of January 1944.

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

**EXHIBIT A—PURCHASER'S CERTIFICATE FOR ALL GLASS CONTAINER DELIVERIES AND ALL CLOSURE DELIVERIES EXCEPT MALT AND NON-ALCOHOLIC BEVERAGE CLOSURES**

One copy of this certificate is to be delivered to each person from whom purchases of new glass containers or new metal closures (other than malt and non-alcoholic beverage closures) are made. Such certificate shall cover all purchases present and future.

The undersigned purchaser hereby certifies to the seller and to the War Production Board that he is familiar with Limitation Order L-103-b and that he will not use or sell any glass containers or any closures purchased from \_\_\_\_\_

Name of seller

\_\_\_\_\_ Address of seller  
pursuant to this or future purchase orders or contracts in violation of the terms of such order.

Date \_\_\_\_\_

Legal name of purchaser

By \_\_\_\_\_  
Authorized official

Title of official

Address of purchaser

Section 35 (A) of the U. S. Criminal Code (18 U. S. C. A. 53) makes it a criminal offense to make a false statement or representation as to any matter within the jurisdiction of any department or agency of the United States.

**EXHIBIT B**

Certificate required by Order L-103-b to validate each purchase of new metal closures for malt or non-alcoholic beverages. Execute in duplicate, one copy to be retained by the purchaser, and one to be filed with the seller.

**INVENTORY**

(a) Permitted inventory (20 percent of number of such closures and cans used for packaging malt or non-alcoholic beverages in 1941.) \_\_\_\_\_ gross.

- (b) Inventory on date of this certification (Exclusive of Closures made from waste) ----- gross.
- (c) Permitted delivery as of date of this certification from all sellers. Line (a) minus Line (b) ----- gross.
- (d) Requested delivery from ----- gross.

The undersigned purchaser hereby certifies to the seller and to the War Production Board that he is familiar with Limitation Order L-103-b, that the foregoing statements of inventory are true and correct, and that he will not use or sell any closures for malt beverages or non-alcoholic beverages received from the seller pursuant to the above-described "requested delivery" in violation of the terms of such order.

Date -----

-----  
 Legal name of purchaser  
 By -----  
 Authorized official  
 -----  
 Title of official  
 -----  
 Address of purchaser

Section 35 (A) of the U. S. Criminal Code (18 U. S. C. A. 80) makes it a criminal offense to make a false statement or representation as to any matter within the jurisdiction of any department or agency of the United States.

SCHEDULES—GENERAL EXPLANATION

Schedules I through VI list the only products which may be packed in new glass con-

tainers or with new metal closures. Schedule VII relates to the manufacture of home canning closures.

The data set forth in the two "quota" columns, opposite each product, indicate the number of new glass containers and new metal closures (determined in accordance with the general rules set forth in paragraph (g) of Order L-103-b), which may be used for packing that product. However, any special quota provisions which these schedules make applicable to any product, are controlling to the extent that they conflict with paragraph (g).

The "X" mark which appears opposite each product in one of the columns headed "closure material" indicates that, except as listed hereafter, only closures made of the specified material may be used to pack that product. The general exceptions from this rule are:

- (1) Closures made of blackplate (including rejects) may be used, within quotas, wherever tinplate or terneplate is specified.
- (1i) Closures made of frozen plate may be used, within quota, wherever either tinplate, terneplate or blackplate is specified.
- (1ii) Closures made of waste may be used in addition to specified quotas for listed products.

After March 1, 1944 all special provisions of these schedules relating to closure materials for specific products must be followed, and control to the extent that they conflict with the above.

All size specifications for glass containers set forth in these schedules must be fol-

lowed in addition to the provisions of Order L-103 and its schedules.

Attention is called to paragraphs (p) through (v) of Order L-103-b which establish limited exceptions to the provisions of this order. Here again, any special provisions which these schedules contain relative to quota exemptions—as in the case of ice cream mix and certain beverages—must be observed.

SCHEDULE I—FOODS

No product packed in a can shall be repacked for sale in a glass container by the same or a different person, in the same or a different form, except as follows (or as otherwise specifically permitted in this schedule):

- (1) When required for the packing of other products, pineapple may be repacked from No. 10 cans. Grape juice, grape pulp, citrus peel and pulp may be repacked from reusable cans, 5-gallons or larger. Apricots and peaches, solid pie pack, may be repacked from No. 10 cans or larger. No. 10 cans cut under this provision must be properly cleaned and returned to the nearest detinning plant.
- (1i) Tomato paste, tomato pulp or puree, and tomato sauce may be repacked from No. 10, or from 5-gallon or larger reusable cans when required for packing other products, or for repacking in different form (other than in the form of tomato paste or tomato pulp or puree), but none may be repacked in the same form. No. 10 cans cut under this provision must be properly cleaned and returned to the nearest detinning plant.

NOTE: Items 2 and 43 amended Jan. 27, 1944.

Product	Calendar year packing quota glass	Calendar year packing quota closures	Closure material	
			Tinplate	Blackplate
<b>FRUIT AND FRUIT PRODUCTS</b>				
1. Apples including crab apples, whole apples not to be packed.	100% 1943	100% 1943	X	
2. Apple cider, gallons only.	100% 1943 (see note)	100% 1943	X	
NOTE: Only new glass containers of one-half gallon and larger may be included for the purpose of computing quota under paragraph (g).				
3. Apple juice, not to be packed in containers smaller than 1 pint capacity.	100% 1943	100% 1943	X	
4. Applesauce including sauce from crab apples.	100% 1943	100% 1943	X	
5. Apricots, fresh.	Unlimited	Unlimited	X	
6. Blackberries, black raspberries, blueberries or huckleberries, red raspberries, boysen berries, loganberries, and youngberries when packed as berries.	Unlimited	Unlimited	X	
7. Cherries, red sour pitted and sweet.	Unlimited	Unlimited	X	
8. Cranberries.	100% 1943	100% 1943	X	
9. Figs—(Kadota).	Unlimited	Unlimited	X	
10. Fruit cocktail—consisting of any combination of fruits listed in this Schedule I and grapes; provided that the combination, by drained weight, shall consist of not less than 50 percent peaches and pears, and may consist of not to exceed 10 percent grapes. Pineapple may be repacked from No. 10 or larger cans, to the extent of 10 percent of the fruit cocktail.	Unlimited	Unlimited	X	
10a. Mixed fruits—consisting of any combination of fruits listed in this Schedule I (with or without grapes) provided the combination by drained weight shall consist of not less than 55 percent nor more than 65 percent diced peaches, and not less than 35 percent nor more than 45 percent diced pears; or a combination of not less than 50 percent nor more than 60 percent diced peaches and not less than 30 percent nor more than 40 percent diced pears with not less than 6 percent nor more than 10 percent grapes. Such peaches or pears shall be peeled, pitted, or cored and diced to a size such that no more than 20 percent of the units will pass through a 3/4" standard sieve, and so as to leave not more than 1 square inch of peel per pound of product on a drained weight basis. Not more than 10 percent of the grapes shall be cracked or crushed or have attached cap stems. No fruit may be packed under this item until the packer has packed and set aside his full quota for that fruit as established pursuant to Food Distribution Order No. 22 and orders supplementary thereto.	Unlimited	Unlimited	X	
11. Fruit butters, minimum size (excluding tumblers) 3/4 pound. At least 70 percent of containers packed to be 1 1/2 pounds or larger.	Unlimited	Unlimited	X	
12. Fruits crushed, fountain fruits and ice cream toppings.	100% 1943	100% 1943	X	
13. Fruit conserves, jams, marmalades and preserves. At least 10 percent of the number of containers packed with these products, excluding tumblers, to be 2 pounds or larger.	Unlimited	Unlimited	X	
14. Fruit jellies.	Unlimited	Unlimited	X	
15. Fruit juices, other than grape, apple, or apple cider, or mixtures of fruit juices (undiluted except for the addition of sweetening). Minimum size 1 pint.	100% 1943	100% 1943	X	
16. Grape juice, minimum size 1 pint.	Unlimited	Unlimited	X	
17. Fruit concentrates, liquid, when concentrated on a ratio 5 or more to 1.	100% 1943	100% 1943	X	
18. Fruit concentrates, dry.	100% 1943	100% 1943	X	
19. Fruit nectars, minimum size 1 pint.	Unlimited	Unlimited	X	
20. Olives, ripe and green ripe.	Unlimited	Unlimited	X	
21. Peaches, halves, slices or cubes.	Unlimited	Unlimited	X	
22. Pears—whole pears, except seckel pears, not to be packed.	Unlimited	Unlimited	X	
23. Pectin, liquid.	Unlimited	Unlimited	X	
24. Plums.	Unlimited	Unlimited	X	
25. Prunes, fresh Italian.	Unlimited	Unlimited	X	

SCHEDULE I—FOODS—Continued

Product	Calendar year packing quota glass	Calendar year packing quota closures	Closure material	
			Tinplate	Blackplate
<b>VEGETABLES AND VEGETABLE PRODUCTS</b>				
26. Asparagus, all-green or culturally bleached	Unlimited	Unlimited		
27. Beans, with or without pork	100% 1943	100% 1943		
28. Beans, fresh, all varieties	Unlimited	Unlimited		
29. Beets—whole beets over 1 1/2" diameter not to be packed	Unlimited	Unlimited		
30. Carrots—whole carrots not to be packed	Unlimited	Unlimited		
31. Peas and carrots—fresh green peas only. Carrots not to exceed 40 per cent of total drained weight. No vegetable may be packed under this item until the packer has packed and set aside his full quota for that vegetable as established pursuant to Food Distribution Order No. 22 and orders supplementary thereto.	Unlimited	Unlimited		
32. Corn, fresh, sweet cut only	Unlimited	Unlimited		
33. Mixtures of vegetables (except succotash, and peas and carrots) which consist of not less than 60 percent of any combination of vegetables listed in this schedule: <i>Provided</i> , That the combination, by drained weight, shall consist of not more than 60 percent of any one vegetable; and, <i>Provided further</i> , That no vegetable may be packed under this item until the packer has packed and set aside his full quota for that vegetable as established pursuant to Food Distribution Order No. 22 and orders supplementary thereto.	Unlimited	Unlimited		
34. Mushrooms	100% 1943	100% 1943		
35. Okra, including tomatoes and okra	100% 1943	100% 1943		
36. Peas, green	Unlimited	Unlimited		
37. Peppers, sweet, including pimientos. Minimum size container 6 fluid ounces	100% 1943	100% 1943		
38. Pumpkin and squash	100% 1943	100% 1943		
39. Spinach, and other green leafy vegetables limited to beet, collard, dandelion, kale, mustard, parsley and turnip greens	100% 1943	100% 1943		
40. Succotash, fresh vegetables only	Unlimited	Unlimited		
41. Tomatoes	Unlimited	Unlimited		
42. Tomato catsup and chili sauce, containing not less than 10.8 percent (specific gravity 1.045) by weight of dry tomato solids	Unlimited	Unlimited		
43. Tomato paste from fresh tomatoes, containing not less than 25 percent by weight of dry tomato solids	Unlimited	Unlimited		
44. Tomato pulp or puree from fresh tomatoes, containing not less than 10.8 percent (specific gravity 1.045) or more than 25 percent, by weight of dry tomato solids	Unlimited	Unlimited		
45. Tomato sauce, including spaghetti sauce, containing not less than 8.7 percent (specific gravity 1.037) by weight of dry tomato solids, and not less than 10.0 percent (specific gravity 1.042) by weight of total dry solids, salt free. In addition to salt, the contents may contain pepper, spice, oils, and other flavoring ingredients	Unlimited	Unlimited		
46. Vegetable juices, or mixtures thereof, undiluted, except for the addition of sweetening or coloring, minimum size 1 pint	Unlimited	Unlimited		
<b>MEAT AND MEAT PRODUCTS</b>				
47. Beef, dried—tumblers and caps for tumblers may be used in addition to quota	100% 1943	100% 1943		
48. Beef extract	100% 1943	100% 1943		
49. Chicken, boned	100% 1943	100% 1943		
50. Corned beef hash	100% 1943	100% 1943		
51. Mince meat, fresh apples only. No containers holding less than one pound net weight of mince meat to be packed	100% 1943	100% 1943		
52. Pigs feet and cutlets, pickled. No containers of a capacity less than one pint to be packed	100% 1943	100% 1943		
53. Scrapple (Philadelphia type)	100% 1943	100% 1943		
54. Tamales	100% 1943	100% 1943		
55. Chili con carne, with or without beans (only when packed in accordance with F. D. A. standards)	100% 1943	100% 1943		
56. Meat spreads, including ham, tongue, liver, beef and sandwich spreads. When packed as a spread, the chopped products shall contain not less than 65 percent meat, by cooked weight, with added cereal or other products. When packed as deviled ham or deviled tongue, the product shall consist of chopped meat without added cereal or other products	100% 1943	100% 1943		
57. Chopped luncheon meats, consisting of chopped, seasoned meat with not to exceed 3 percent added water, by weight	100% 1943	100% 1943		
58. Sausage in casings, Vienna style, containing no cereal or similar substances and not to exceed 10 percent added water by weight	100% 1943	100% 1943		
59. Tongue	100% 1943	100% 1943		
<b>FISH AND SHELLFISH</b>				
60. Any person who packed fish or shellfish products in 1943 may pack the same products in 1944 or any subsequent year, except that no clam broth shall be packed	100% 1943	100% 1943		
<b>MILK AND DAIRY PRODUCTS</b>				
61. Cheese spreads, processed or unprocessed. Tumblers and caps for tumblers may be used in addition to quota	125% 1943	125% 1943		
62. Milk, cultured, as classified herein refers only to those cultured or fermented milk or skim milk products which develop pressure within the container (glass bottles) due to fermentation which is produced by the addition of certain materials to milk or skim milk such as sugar, yeast, cultures, and the like	100% 1943	100% 1943		
63. Milk, fluid with or without flavoring	Unlimited	Unlimited		
64. Dry milk, malted milk, (including chocolate milk), and milk fortifiers	100% 1943	100% 1943		
65. Ice cream mix, dry—notwithstanding the provision of paragraph (g) of this Supplementary Order I-103-b, packing quota includes pack required to be set aside by any order of the War Production Board, the Food Distribution Administrator, the Department of Agriculture for purchase by Government agencies. Containers and closures used for such packs must be charged to quotas for this product	100% 1943	100% 1943		
66. Miscellaneous dairy products packed in returnable glass containers, including but not limited to fluid milk, cultured milk, liquid modifications of milk, sweet cream, sour cream and cottage cheese	Unlimited	None		
<b>SYRUPS AND HONEY</b>				
67. Syrups—blended, cane, corn, maple, molasses, sorghum. Containers under 1 gallon capacity only to be packed.	100% 1943 (see note)	Unlimited		
NOTE: Only new glass containers under 1 gallon capacity to be included for purpose of computing quota in accordance with paragraph (g).				
68. Syrups—bottlers, malt, chocolate, and fountain syrups	100% 1943	Unlimited		
69. Honey	Unlimited	Unlimited		
<b>OLIVES, PICKLES, RELISHES, CONDIMENTS &amp; SAUCES</b>				
70. Pickles, piccalilli and relishes	125% 1943	125% 1943		
71. Horseradish	100% 1943	100% 1943		
72. Mustard	100% 1943	100% 1943		
73. Green Olives	100% 1943	100% 1943		
74. Sauces—beefsteak, cooking, soya, pepper and Worcestershire	100% 1943	100% 1943		
<b>EDIBLE OILS AND DRESSINGS</b>				
75. Dressings—Mayonnaise, Russian, salad, Thousand Island, Tartar Sauce and sandwich spreads (other than meat or cheese spreads). At least 60 percent of the containers used by any person to pack any or all of these products must be pints or larger	125% 1943	125% 1943		
76. French dressing	100% 1943	100% 1943		

SCHEDULE I—FOODS—Continued

Product	Calendar year packing quota glass	Calendar year packing quota closures	Closure material	
			Tinplate	Blackplate
<b>EDIBLE OILS AND DRESSINGS—Continued</b>				
77. Oil, edible, liquid.....	125% 1943 (see note).	100% of quota glass containers.		X
<p>NOTE: Both new glass containers and new metal cans packed during base period to be included for purpose of computing quota under paragraph (g).</p> <p>No containers other than quarts and pints may be packed, with the following exceptions:</p> <p>(i) Olive oil may be packed in quarts, pints and smaller sizes.</p> <p>(ii) Any person who packed liquid edible oils prior to January 1, 1942 in glass containers larger than one quart may continue to do so in 1944 and subsequent calendar years.</p>				
78. Shortenings.....	100% 1943.....	None.....		
<b>MISCELLANEOUS FOODS.</b>				
79. Baby foods. Consisting of food products of small particle size or in liquid or semi-liquid form made from the following ingredients: fruits (except dried apricots, dried pears, dried peaches, dried or dehydrated apples); vegetables; meats; poultry products; dairy products; sugar; salt or seasoning; yeast or yeast derivatives. Frozen fruits and vegetables may be used. Potatoes and cereals may be used only in combination with other permitted products, and only provided the combined potato and cereal content does not exceed 12 percent, by weight, of the total product. Formulas—dry and liquid.	150% 1943.....	150% 1943.....	X	
81. Cherries, maraschino.....	100% 1943.....	100% 1943.....	X	
82. Coffee, not including soluble coffee.....	75% 1941 (see note).	60% quota glass containers. (See note.)		X
<p>NOTE: Glass quotas for coffee are based on the capacity of new glass containers and metal cans accepted, rather than on the number of those used during 1941. Therefore, after computing his quota base in accordance with steps 1 and 2 of paragraph (g), on this basis, a coffee packer is permitted to accept and use enough new glass containers (of any size), to enable him to pack 75 percent of the capacity of new metal cans and jars resulting from such computation. No more than 40 percent of yearly glass quota may be accepted in period May 1 through October 31. New metal caps used in any one month shall not exceed 50 percent of the number of new glass containers packed in that month.</p>				
83. Coffee, soluble.....	150% 1943.....	150% 1943.....		XXX
84. Baking powder.....	100% 1943.....	100% 1943.....		XXX
85. Dyes, certified colors, liquid.....	100% 1943.....	100% 1943.....		XXX
86. Flavoring extracts.....	100% 1943.....	100% 1943.....	X	
87. Malt, dry.....	100% 1943.....	100% 1943.....		XX
88. Nut butters including soybean butter. To be packed in 1 pound, 1½ pound, 2 pounds and larger containers only, except for tumbler which may be used subject to provisions of L-103. At least 10 percent of containers used to be 2 pounds or larger.	150% 1943.....	150% 1943.....		XX
89. Spices and seasonings.....	100% 1943.....	100% 1943.....	X	
90. Vinegars. At least 70 percent of the containers packed must be quarts or larger. No containers less than pint capacity to be packed.	100% 1943.....	100% 1943.....	X	
91. Special foods, for human consumption only, limited to foods other than usual table foods.	(See note).....	(See note).....	(See note).	(See note).
<p>NOTE: Quota—no person shall pack any special food product unless he packed the product in substantially the same form in 1943, and unless he obtains prior permission upon application to the War Production Board.</p>				

SCHEDULE II—DRUG PRODUCTS

[Products for medicinal purposes only]

Closures made of aluminum may be used for any product listed in this schedule to the extent that the packer used aluminum closures for the same product in 1941. However, all aluminum closures must be used within, and charged to, the quotas established by this schedule. Closure manufacturers must obtain permission from the Administrator of Order M-1-1 to receive aluminum plate.

Product	Calendar year packing quota glass	Calendar year packing quota closures	Closure material	
			Tinplate	Blackplate
1. Alcohol, rubbing or medicated.....	Note 1.....	Note 1.....		X
2. Anesthetic solutions.....	Unlimited.....	Unlimited.....	XXX	
3. Biological preparations.....	Unlimited.....	Unlimited.....	XXX	
4. Blood plasma.....	Unlimited.....	Unlimited.....		X
5. Capsules, pills, tablets, troches, lozenges.....	Note 1.....	Note 1.....		X
6. Chemicals, dry or liquid.....	Unlimited.....	Unlimited.....	X	
7. Citrate of magnesia.....	Note 1.....	Note 1.....		XXX
8. Elixirs.....	Note 1.....	Note 1.....		XXX
9. Emulsions.....	Note 1.....	Note 1.....		XXX
10. Extracts, dry or liquid.....	Note 1.....	Note 1.....		XXX
11. Glycerine.....	Note 1.....	Note 1.....	X	
12. Glycerites.....	Note 1.....	Note 1.....		XX
13. Jellies, aqueous.....	Note 1.....	Note 1.....		XX
14. Liniments.....	Note 1.....	Note 1.....	X	
15. Liniments of ammonia.....	Note 1.....	Note 1.....		XX
16. Lotions, medicinal only.....	Note 1.....	Note 1.....	X	
17. Magmas.....	Note 1.....	Note 1.....		XX
18. Oleoresins.....	Note 1.....	Note 1.....	X	
19. Oils, fixed, volatile or medicated.....	Note 1.....	Note 1.....		XX
20. Ointments, cerates, petrolatum pastes.....	Note 1.....	Note 1.....	X	
21. Ointments, ophthalmic.....	Note 1.....	Note 1.....		XX
22. Powders.....	Note 1.....	Note 1.....	X	
23. Prescriptions.....	Unlimited.....	Unlimited.....	X	
24. Proprietary preparations.....	Note 1.....	Note 1.....		XX
25. Salts, effervescent, hygroscopic, efflorescent only.....	Note 1.....	Note 1.....		XX
26. Soaps, medicinal only.....	Note 1.....	Note 1.....	XXX	
27. Solutions, aqueous.....	Note 1.....	Note 1.....	XXX	
28. Solutions, other than aqueous.....	Unlimited.....	Unlimited.....	XXX	
29. Solutions, parenteral.....	Note 1.....	Note 1.....		X
30. Spirits of ammonia, aromatic.....	Note 1.....	Note 1.....	XX	
31. Spirit of ether compound and spirit of ether.....	Note 1.....	Note 1.....	XX	
32. Sulfonamide preparations.....	Unlimited.....	Unlimited.....		XXX
33. Suppositories.....	Note 1.....	Note 1.....		XXX
34. Syrups.....	Note 1.....	Note 1.....		XXX
35. Tinctures.....	Unlimited.....	Unlimited.....		XXX
36. Tincture of iodine.....	Unlimited.....	Unlimited.....	X	
37. Waters, laxative, purgative or medicinal.....	Note 1.....	Note 1.....		XX
38. Other drug products.....	Note 1.....	Note 1.....		XX

NOTE 1: The total number of new metal closures and new glass containers which may be used, during any calendar year, for packing all of the products referring to this note is 100 percent of the number of new metal closures or new glass containers, respectively, a person used for said purpose during 1943. This quota may be used for any one or more of said products.

SCHEDULE III—CHEMICALS  
NOTE: Item 31 amended Jan. 27, 1944.

Product	Calendar year packing quota glass	Calendar year packing quota closures	Closure material	
			Template	Blackplate
1. Adhesives, glue, mucillages and pastes.....	1937-1943	1937-1943		MM
2. Alcohol, liquid or solidified (excluding anti-freeze).....	1937-1943	1937-1943		MM
3. Ammonia, household, and/or household liquid cleaners. No containers of less than 1 quart capacity may be packed.	1937-1943	1937-1943	N	
4. Aromatic chemicals used for their odoriferous and/or flavoring properties.....	Unlimited	Unlimited	N	
5. Automotive maintenance or repair items, liquid or paste.....	1937-1943	1937-1943		N
6. Blinings.....	1937-1943	1937-1943	NN	
7. Bleaches, liquid. No containers of less than 1 quart capacity may be packed.	1937-1943	Unlimited	NN	
8. Cements—dry, paste or liquid.....	1937-1943	1937-1943		NNNN
9. Cements used for dental purposes.....	Unlimited	Unlimited		NNNN
10. Chemicals, dry, not elsewhere specified.....	1937-1943	1937-1943		NN
11. Chemicals, liquid, not elsewhere specified.....	1937-1943	1937-1943	N	NN
12. Chemicals for food sanitation purposes only.....	1937-1943	1937-1943	N	NN
13. Chemicals, reagent.....	1937-1943	1937-1943	N	NN
14. Cleaners—dry, paste or liquid, not including liquid household cleaners.....	1937-1943	1937-1943		NNNN
15. Compounds for grinding, polishing, or sealing.....	1937-1943	1937-1943		NNNN
16. Deodorants—dry, not for use on human body.....	1937-1943	1937-1943		NN
17. Deodorants—liquid or paste, not for use on human body.....	1937-1943	1937-1943	N	NN
18. Dressings for industrial purposes. Belt dressings and similar preparations.....	1937-1943	1937-1943		NN
19. Dyes.....	1937-1943	1937-1943	NN	
20. Essential oils, distilled or cold pressed.....	Unlimited	Unlimited		NNNN
21. Embalming fluid.....	1937-1943	1937-1943		NNNN
22. Fire extinguisher fluids.....	1937-1943	1937-1943		NNNN
23. Fumigants.....	1937-1943	1937-1943		NNNN
24. Fungicides, insecticides, disinfectants and livestock or agricultural solutions or sprays. No containers larger than 1 quart to be packed. NOTE: Only new glass containers of one quart capacity and smaller may be included for purpose of computing quota in accordance with paragraph (g).	1937-1943 (see note)	1937-1943 (see note)		NNNN
25. Germicides.....	1937-1943	1937-1943	N	
26. Graphite with liquid.....	1937-1943	1937-1943		NNNN
27. Glycerine.....	1937-1943	1937-1943		NNNN
28. Hand protective compounds (industrial protective only and only when packed in 8 oz. container or larger).....	1937-1943	1937-1943		NNNN
29. Hypochlorite powders.....	1937-1943	1937-1943	NNNN	
30. Inks.....	1937-1943	1937-1943	NNNN	
31. Ink eradicators.....	1937-1943	1937-1943		NN
32. Paints, clear (including shellac) except nitro-cellulose base paints; containers limited to quarts and smaller. NOTE: Only new glass containers of one quart capacity and smaller may be included for purpose of computing quota in accordance with paragraph (g).	1937-1943 (see note)	1937-1943 (see note)		NN
33. Paints, pigmented except nitro-cellulose base paints; containers limited to one-half pints and smaller. NOTE: Only new glass containers of one pint capacity and smaller may be included in computing quota under paragraph (g).	1937-1943 (see note)	1937-1943 (see note)		NN
34. Paint thinner, including turpentine, paint and varnish removers and linseed oil; excluding thinners for nitro-cellulose products; quart, pint and half-pint containers only. NOTE: Only new glass containers of one quart capacity and smaller may be included for purpose of computing quota under paragraph (g).	1937-1943 (see note)	1937-1943 (see note)		NN
35. Phenols.....	1937-1943	1937-1943	NN	
36. Photographic supplies.....	1937-1943	1937-1943		NN
37. Poisons.....	1937-1943	1937-1943		NN
38. Polishes, liquid. Furniture, auto, metal and floor polishes, quart and smaller containers only. NOTE: Only new glass containers of one quart capacity and smaller may be included for purpose of computing quota under paragraph (g).	1937-1943 (see note)	1937-1943 (see note)		NN
39. Putty..... NOTE: Only new glass containers of one quart capacity and smaller may be included for purpose of computing quota under paragraph (g).	1937-1943 (see note)	1937-1943 (see note)		NN
40. Polishes not otherwise specified.....	1937-1943	1937-1943		NNNNNNNN
41. Shoe and leather polishes, waxes, dyes, stains and dressings not including liquid or cream shoe white.....	1937-1943	1937-1943		NNNNNNNN
42. Shoe white, liquid or cream.....	1937-1943	1937-1943		NNNNNNNN
43. Soap, liquid or paste.....	1937-1943	1937-1943		NNNNNNNN
44. Solvents—organic solvents and petroleum distillates.....	1937-1943	1937-1943		NNNNNNNN
45. Synthetic resins.....	1937-1943	1937-1943		NNNNNNNN
46. Waxes.....	1937-1943	1937-1943		NNNNNNNN
47. Wood preservatives and/or fillers.....	1937-1943	1937-1943		NNNNNNNN

SCHEDULE IV—COSMETICS AND TOILETRIES  
NOTE: Items 1 and 2 amended Jan. 27, 1944.

Product	Calendar year packing quota glass	Calendar year packing quota closures	Closure material	
			Template	Blackplate
1. Cosmetics, solid and semisolid types; such as face creams, hand creams, vanishing creams, deodorant and anti-perspirant creams and cream rouge.....	1937-1943	60% quota glass containers.		N
2. Cosmetics and toiletries, fluid or powder; such as deodorants, antiperspirants, champans, hair toner, hair dyes, wave solutions, hair rinses, oral antiseptics, tooth pastes, tooth powder, liquid dentifrices, after shave lotions, liquid soaps, perfumes, toilet waters, face and hand preparations, lotions, fingernail preparations.....	1937-1943	70% quota glass containers.		N
3. Soaps, hand.....	1937-1943	1937-1943		NN
4. Shaving cream.....	1937-1943	1937-1943		NN

SCHEDULE V—MISCELLANEOUS PRODUCTS  
NOTE: Item 1 amended Jan. 27, 1944.

Product	Calendar year packing quota glass	Calendar year packing quota closures	Closure material	
			Tinplate	Blackplate
1. Artist supplies.....	100% 1943.....	100% quota glass containers.		X
2. Candle tumblers.....	Unlimited.....	None.....		
3. Dental floss.....	100% 1943.....	100% 1943.....		X
4. Lighter fluids.....	100% 1943.....	100% 1943.....		X
5. Oils, lubricating and machine. Motor oils to be packed in quarts only.....	100% 1943.....	100% 1943.....		X
6. Tobacco and snuff not including cigars and cigarettes.....	100% 1943.....	None.....		

SCHEDULE VI—BEVERAGES

(The rules set forth in this Schedule are controlling wherever they conflict with any other provisions of Order L-103-b. However, except as modified herein, all provisions of Order L-103-b are applicable)

MALT BEVERAGES

**Product.** Malt beverages, including only beer, ale, porter, near beer and mixtures thereof.

Glass Containers

(a) **Glass container quota.** During the period between January 1, 1944 and June 30, 1944, a packer's quota of glass containers for malt beverages shall be the same as it was for the period between July 1, 1943 and December 31, 1943. Even though he does not compute his quota in accordance with paragraph (g), he does make charges against his quota in accordance with that paragraph.

(b) **Exceptions from glass quota provisions.** In addition to his quota of glass containers for malt beverages, any packer may accept delivery of the following portion of the number of new or used glass containers used, or actually to be used, during the then current calendar year for delivering malt beverages to or for any of the persons listed under paragraph (p) of this order:

(1) **Export shipment.** The full amount of glass containers for delivering malt beverages to or for any such person for shipment to points outside the continental United States.

(2) **Domestic consumption.** 8% of the full amount of glass containers for delivering malt beverages to or for any such person for use or distribution within the continental United States.

Closures

(c) **Closure quota (See Note 3).** 115% of the number of new metal closures used for malt beverages during 1943. (Quota exempt closures may not be included in base.)

(d) **Closure material.** (See Note 1). Rejects, electrolytic waste-waste and frozen blackplate. Hot dipped waste-waste may be used only to make malt beverage closures which are to be exported unused.

No closures made of waste may be used in addition to quota, pursuant to paragraph (d) of Order L-103-b, except as follows:

- (1) Closures made of used cans.
- (2) Closures made of used closures and of discs produced in the ordinary course of manufacturing home canning screw bands.

NON-ALCOHOLIC BEVERAGES

**Product.** Non-alcoholic beverages, including only carbonated soft drinks; non-carbonated soft drinks; unflavored carbonated waters and unflavored naturally carbonated and still waters (See Note 2); drinks consisting of fruit juices, vegetable juices and combinations thereof, where less than 85% by weight of such drinks is pure fruit juice, vegetable juice, or a mixture thereof; and sterilized milk drinks made with powdered milk.

Glass Containers

(a) **Glass containers quota.** During the period between January 1, 1944 and June 30, 1944, a packer's quota of glass containers for

non-alcoholic beverages shall be the same as it was for the period between July 1, 1943 and December 31, 1943. Even though he does not compute his quota in accordance with paragraph (g), he does make charges against his quota in accordance with that paragraph.

(b) **Exceptions from glass quota provisions.** In addition to his quota of glass containers for non-alcoholic beverages, any packer may accept delivery of the following portion of the number of new or used glass containers used, or actually to be used, during the then current calendar year for delivering non-alcoholic beverages to or for any of the persons listed in paragraph (p) of this Order:

(1) **Export shipment.** The full amount of glass containers for delivering non-alcoholic beverages to or for any such person for shipment to points outside the continental United States.

(2) **Domestic consumption.** 8% of the full amount of glass containers for delivering non-alcoholic beverages to or for any such person for use or distribution within the continental United States.

Closures

(c) **Closure quota (See Notes 2 and 3).** 115% of the number of new metal closures used for non-alcoholic beverages during 1943 (Quota exempt closures are not to be included in base.)

(d) **Closure material (See Note 1).** Rejects, electrolytic waste-waste, and frozen blackplate. Hot dipped waste-waste may be used only to make non-alcoholic beverage closures which are to be exported unused.

No closures made of waste may be used in addition to quota, pursuant to paragraph (d) of Order L-103-b except as follows:

- (1) Closures made of used cans.
- (2) Closures made of used closures and of discs produced in the ordinary course of manufacturing home canning screw bands.

WINES

**Product.** Wines.

SCHEDULE VII—HOME CANNING CLOSURES

No manufacturer of glass containers shall ship any jars with 70 mm. screw finish, intended for home canning unless at least 40% of such jars shipped during each calendar month are delivered as a unit, consisting of the jar and a "glass lid closure" packed together. A "glass lid closure" is one consisting of a glass lid, a screw band and a top seal jar ring.

Description of closure	Manufacturer's quota	Closure material indicated by X			
		0.50 tinplate	Wire balls	Zinc	Blackplate
1. Top seal metal lids, 70 mm.....	Unlimited.....	X			
2. Bands for 70 mm. top seal metal lids.....	Unlimited.....	X			
3. Bands for use with 70 mm. glass lids.....	Unlimited.....	X			
4. Lightning type.....	Unlimited.....		X		
5. Top seal metal lids, smaller than 70 mm.....	Unlimited.....	X			
6. One piece metal closures, 70 mm. shoulder seal type.....	Unlimited.....	X			
7. One piece metal closures, 70 mm. top seal type.....	Unlimited.....	X			
8. Top seal metal lids larger than 70 mm.....	From October 1, 1943 to September 30, 1944—6% of production of 70 mm. lids from October 1, 1942 to September 30, 1943.	X			
9. Zinc Mason P/L closures, 70 mm.....	60% 1941 production.....			X	
10. Jelly glass lids.....	Unlimited.....				X

**PART 3291—CONSUMERS DURABLE GOODS**  
 (Limitation Order L-323, as Amended Jan. 27, 1944)

**DISTRIBUTION OF IMPORTED WATCHES**

Section 3291.206 *Limitation Order L-323* is hereby amended to read as follows:

§ 3291.206 *Limitation Order L-323—*  
 (a) *Imported watches frozen.* No importer shall sell, transfer or deliver any watch or any watch movement, either in a case or out of it, or any wrist chronograph or stop watch, which has been released from customs after January 1st, 1943, unless he receives specific permission from the War Production Board or unless the movement is one of those excluded by paragraph (b) below.

(b) *Certain movements not covered.* This order does not apply to the following movements or watches containing them:

- (1) Pin lever.
- (2) Cylinder.
- (3) Roskopf.
- (4) Lever type smaller than 6 $\frac{3}{4}$  Ligne.

(c) *How to get permission.* An importer who wants to get permission for any transfer of a watch, a watch movement, a wrist chronograph, or a stop watch, shall file Form 3524 with the War Production Board, Consumers Durable Goods Division, Washington 25, D. C., Ref.: L-323, according to the instructions accompanying that Form.

(d) *How permission is granted.* The War Production Board will acknowledge in writing each application. Within 60 days of the date of the acknowledgment, the War Production Board will instruct each applicant what distribution may be made. If on the 60th day from date of acknowledgment no instructions have been received by the applicant, he may then assume that his application has been granted, and no further permission is required.

(e) *What is meant by "importer."* For the purposes of this order an "importer" means any person who has a symbol or an identifying mark recorded with the Bureau of Customs, U. S. Treasury Department, for the purpose of importing watches or watch movements, or any other person who in the course of his business, either directly or through an agent, brings watches or watch movements through customs into the continental United States.

(f) *Security transactions exempted.* The prohibitions in paragraph (a) do not apply to transfer of title in a watch or watch movement in order to secure an indebtedness but this does not permit the transfer of physical possession for such purposes.

(g) *Appeals.* Any appeal from the provisions of this order shall be made by filing a letter in triplicate, referring to the particular provision appealed from and stating fully the grounds of the appeal.

(h) *Violations.* Any person who willfully violates any provision of this order, or who, in connection with this order, willfully conceals a material fact or furnishes false information to any department or agency of the United States,

is guilty of a crime, and upon conviction may be punished by fine or imprisonment. In addition, any such person may be prohibited from making or obtaining further deliveries of, or from processing or using, material under priority control and may be deprived of priorities asistance.

(i) *Communications.* All reports required to be filed hereunder, and all communications concerning this order shall, unless otherwise directed, be addressed to the War Production Board, Consumers Durable Goods Division, Washington 25, D. C., Ref: L-323.

Issued this 27th day of January 1944.

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

[F. R. Doc. 44-1869; Filed, January 27, 1944; 11:18 a. m.]

**PART 3293—CHEMICALS**  
 (Conservation Order M-367)

**GLUE**

The fulfillment of requirements for the defense of the United States has created a shortage of glue for defense, for private account, and for export; and the following order is deemed necessary and appropriate in the public interest and to promote the national defense:

§ 3293.586 *Conservation Order M-367—*(a) *Definitions.* For the purposes of this order.

(1) "Hide glue" means glue known commercially as hide glue, including the types of glue known as coney and chrome glue, and also technical gelatin of the types commercially known as clarified hide glue.

(2) "Extracted bone glue" means glue made from dry bones and known commercially as extracted bone glue.

(3) "Green bone glue" means glue of the type known commercially as green bone glue.

(4) Except where the context otherwise indicates, "glue" means hide glue, extracted bone glue and green bone glue.

(5) "To acquire" means to accept delivery of glue from another person even if the glue delivered has been made for the person accepting it pursuant to a toll agreement from materials furnished and owned by the person accepting delivery. It also means to use glue to make adhesives or to use glue in any other type of manufacture if the glue has been made by the concern using it.

(6) "Jobber" means a person who acquires glue for resale to others in the form in which it is acquired by him.

(b) *Restrictions on acquisition of hide glue and extracted bone glue.* (1) Unless specifically authorized in writing by the War Production Board, no manufacturer shall acquire a greater aggregate amount of hide glue and extracted bone glue in any calendar quarter beginning with the first calendar quarter of 1944 than his quarterly quota. If a manufacturer intends to use the hide glue or extracted bone glue in one type of business or in more than one type carrying the same percentage figure in paragraph

(b) (2), his quarterly quota is  $\frac{1}{4}$  of the aggregate amount of hide glue and extracted bone glue acquired by him during the 12 month base period beginning July 1, 1942 and ending June 30, 1943, multiplied by the percentage figure appearing in paragraph (b) (2) opposite the use or uses to which the glues are to be put. If a manufacturer intends to use the glue in more than one type of business, and they do not all carry the same percentage figure in paragraph (b) (2), then his quarterly quota is  $\frac{1}{4}$  of the sum of the amounts determined by multiplying the amount of hide glue and extracted bone glue acquired by him during the 12 month base period for each of the purposes for which he intends to use glue, by the percentage figure appearing in paragraph (b) (2) opposite the particular use. When hide glue or extracted bone glue is acquired for more than one purpose, it may be used for these purposes in whatever proportion the manufacturer wishes, regardless of the ratio between his acquisitions of glue for the same purposes in the base period.

(2) The percentage figures to be used in estimating the aggregate amount of hide glue and extracted bone glue which may be acquired by a manufacturer for different purposes without the specific authorization of the War Production Board are as follows:

	Percent
Manufacture of abrasives.....	100
Manufacture of adhesives.....	70
Book binding.....	70
Manufacture of containers of wood, paper and fiber.....	70
Manufacture of cork products (except gaskets).....	70
Manufacture of gaskets.....	100
Manufacture of gummed paper and tape.....	80
Manufacture of matches.....	80
Manufacture of paper and paper products (except gummed paper and tape, and paper containers).....	80
Manufacture of printer rollers.....	80
Manufacture of textiles.....	75
Woodworking (except wooden containers).....	80
Other manufacturing uses.....	80

(3) Unless specifically authorized in writing by the War Production Board, no jobber shall acquire a greater aggregate amount of hide glue and extracted bone glue in any calendar quarter beginning with the first calendar quarter of 1944 than 70% of  $\frac{1}{4}$  of the aggregate amount of such glues acquired by him during the 12 month period beginning July 1, 1942 and ending June 30, 1943.

(4) Unless specifically authorized in writing by the War Production Board, no person purchasing glue for export (except a foreign country under Lease-Lend) shall acquire a greater aggregate amount of hide glue and extracted bone glue in any calendar quarter beginning with the first calendar quarter of 1944 than 50% of  $\frac{1}{4}$  of the aggregate amount of such glues acquired by him for export during the 12 month period beginning July 1, 1942 and ending June 30, 1943.

(5) Unless specifically authorized in writing by the War Production Board, no person shall acquire more than 50% of his quarterly quota of hide glue and extracted bone glue in any one of the three months in which the quota applies.

(c) *Restrictions on acquisition of green bone glue.* (1) Unless specifically authorized in writing by the War Production Board, no person (including a jobber or purchaser for export) shall acquire more green bone glue in any calendar quarter beginning with the first calendar quarter of 1944 than 100% of  $\frac{1}{4}$  of the amount of green bone glue acquired by him during the 12 month period beginning July 1, 1942 and ending June 30, 1943.

(2) Furthermore, unless specifically authorized in writing by the War Production Board, no person shall acquire more than 50% of his quarterly quota of green bone glue in any one of the three months to which the quota applies.

(d) *Exemptions.* The restrictions on the acquisition of glue stated in paragraph (b) and (c), do not apply (1) to the acquisition of glue by the Army and Navy of the United States, U. S. Maritime Commission or War Shipping Administration; (2) to the acquisition of glue by any foreign country pursuant to the Act of March 11, 1941—"An Act to Promote the Defense of the United States". (Lease-Lend Act); or (3) to the acquisition of glue by any person if he acquires not more than 1,200 lbs. in any calendar quarter beginning with the first calendar quarter of 1944.

(e) *Restrictions on delivery of glue.* No person shall make delivery of glue to any other if he knows or has reason to believe such person is acquiring any or all of the glue in violation of the restrictions of this order.

(f) *Inventory restrictions.* Unless specifically authorized in writing by the War Production Board, no person shall accept delivery of glue, if the inventory of glue of the person accepting delivery is, or will, by virtue of such acceptance become, in excess of a 45 consecutive calendar days' inventory on the basis of his current method and rate of operation. Application for specific authorizations under this paragraph shall be made by letter setting forth the reason why the applicant needs to exceed the 45-day inventory limitation.

(g) *Application for specific authorization to acquire glue in excess of the exemption or quota.* Each person seeking specific authorization to acquire glue in any quarter beginning with the first quarter of 1944 in excess of 1,200 pounds or the sum of his quotas (whichever amount is larger) shall file application on Form WPB-2945 (formerly PD-600) in the manner set forth in the general instructions appearing on that form, subject to the special instructions appearing in Appendix A to this order. If there is any inconsistency between the general and specific instructions, the specific instructions must be followed. Applications for the first quarter of 1944 shall be made as soon as possible and applications for each subsequent quarter on or before the 20th day of the last month of the preceding quarter. The application provisions of this order have been approved by the Bureau of the Budget under the Federal Reports Act of 1942.

(h) *Miscellaneous provisions.*—(1) *Applicability of regulations.* This order and

all transactions affected hereby are subject to all applicable provisions of the regulations of the War Production Board as amended from time to time.

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

(3) *Communications to War Production Board.* All applications required to be filed hereunder and all communications concerning this order, shall, unless otherwise directed, be addressed to: War Production Board, Chemicals Division, Washington 25, D. C.

Issued this 27th day of January 1944.

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

APPENDIX A—SPECIAL INSTRUCTIONS FOR FILLING OUT FORM WPB-2945 AND ACCOMPANYING LETTER

1. Copies of Form WPB-2945 may be obtained in local field offices of the War Production Board.

2. Four copies should be prepared of which two should be forwarded to the War Production Board, Chemicals Division, Washington, 25, D. C., Reference M-367, one forwarded to the supplier with whom applicant's order is placed and one retained for applicant's file. At least one of the copies filed with the War Production Board should be signed by the applicant or by a duly authorized official. The applicant should file one form for his requirements of hide glue and extracted bone glue, another for his requirements of green bone glue.

3. In the heading under "Name of Chemical" specify "hide glue", "extracted bone glue", or both, or "green bone glue". Under "WPB Order No." specify "M-367"; and under "Unit of Measure" specify "pounds".

4. In headline at top of table 1, specify "\_\_\_\_\_ quarter of 194\_\_" (insert "first", "second" etc.)

5. In column 1, specify whether hide glue, extracted bone glue, or green bone glue.

6. In column 3 (Primary Product), applicant will specify whether he is buying for export, as a jobber, or, if for use, the product or products in the manufacture or preparation of which he will use glue, designated as follows:

Abrasives.	Paper and paper products (however, designate paper container, gummed paper and tape as such).
Adhesives.	Printer rollers.
Book binding.	Textiles.
Containers of wood, paper and fibre.	Woodwork (however, designate wooden containers as such).
Cork products (however, designate gaskets as such).	Other products (describe).
Gaskets.	
Gummed paper and tape.	
Matches.	

7. In column 4 (Product End Use), applicant will specify with respect to each primary product, the ultimate use to which such product will be put. For example, if the primary product called for in column 3 is "adhesives" the ultimate use might be "furni-

ture plywood". If application is for glue or resale, so specify in column 4.

8. Applicant should leave table II, III, IV, and V blank.

9. Each Form WPB-2945 filed with the War Production Board should be accompanied by a letter in duplicate, one copy of which should be signed by the applicant or by a duly authorized official. The letter should state (1) the applicant's quota of glue in pounds fixed by Order M-367, either for hide glue and extracted bone glue, or for green bone glue, depending on the type of glue applied for; (2) the amount of glue of the types covered by the application which the applicant expects to have on hand at the beginning of the quota period; and (3) a brief summary of the use to which the applicant intends to put the glue to be acquired by him under his quota.

The letter should also state whether the applicant can use in place of the glue which he seeks permission to acquire any other type of glue (that is, if the application is for hide glue, whether he can use extracted bone glue and whether if the application is for extracted bone glue, he can use green bone glue), and whether he can use any material other than glue as substitute, and if so, the material.

[F. R. Doc. 44-1396; Filed, January 27, 1944; 11:48 a. m.]

Chapter XI—Office of Price Administration

PART 1381—SOFTWOOD LUMBER

[RMPR 26, incl. Admt. 5]

DOUGLAS FIR AND OTHER WEST COAST LUMBER

Sections 16 (d), 23, 25 are amended, and section 12 (d) and Article VI, Table 6 are added by Amendment 5, effective February 1, 1944, so that Revised Maximum Price Regulation 26 shall read as follows:

In the judgment of the Price Administrator, the maximum prices established by this regulation are and will be generally fair and equitable and will effectuate the purposes of the Emergency Price Control Act of 1942, as amended, and Executive Orders 9250 and 9328. A statement of the considerations involved in the issuance of this regulation, issued simultaneously herewith, has been filed with the Division of the Federal Register.

Such specifications and standards as are used in this regulation were, prior to such use, in general use in the trade or industry affected.

[Preamble, as amended by Supplementary Order No. 61, 8 F.R. 12552, effective 9-11-43]

§ 1381.51 *Maximum prices for Douglas fir and other West Coast lumber.* Under the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, and Executive Order No. 9250, Revised Maximum Price Regulation No. 26 (Douglas Fir and Other West Coast Lumber), which is annexed hereto and made a part hereof, is hereby issued.

AUTHORITY: § 1381.51 issued under 56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681.

<sup>1</sup> 8 F.R. 7570.

<sup>2</sup> Statements of considerations are also issued simultaneously with amendments. Copies may be obtained from the Office of Price Administration.

REVISED MAXIMUM PRICE REGULATION 26—  
DOUGLAS FIR AND OTHER WEST COAST  
LUMBER

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ARTICLE I—SCOPE OF THE REGULATION

SECTION 1. *Prices higher than ceiling prohibited.* (a) On and after June 9, 1943, regardless of any contract or other obligation, no person shall sell or deliver, and no person shall buy or receive in the course of business, any Douglas fir or other West Coast lumber for direct-mill shipment at prices higher than the maximum prices fixed by this regulation, and no person shall agree, offer, or attempt to do any of these things.

(b) Prices lower than the maximum prices may, of course, be charged and paid.

SEC. 2. *What products are covered.*

(a) This regulation covers all Douglas fir (*Pseudotsuga taxifolia*), West Coast hemlock (*Tsuga heterophylla* and *Tsuga merriamiana*) and all species of true fir (*Abies*) lumber produced in those parts of Oregon, Washington, and Canada lying west of the crest of the Cascade Mountains, and in California and Alaska. Any such lumber produced in these areas is covered, regardless of the kind of mill or plant in which it is produced.

The regulation applies whether the particular item is specifically priced in the price tables or not (except switch ties and cross ties, which are covered in Maximum Price Regulation 284<sup>2</sup>—Western Primary Forest Products).

(b) If a mill is located in Oregon, Washington, or Canada near the crest of the Cascade Mountains, or in California, and has customarily graded and sold its lumber under the Western Pine

Association Grading Rules, it may apply to the nearest office of the Office of Price Administration for special permission to use the maximum prices established in Maximum Price Regulation No. 94,<sup>4</sup> instead of prices established in Maximum Price Regulation No. 26. Such an application may be made by letter, and should be supported by evidence of the mill's actual practices in the past.

SEC. 3. *What transactions are covered—(a) Direct-mill shipments.* This ceiling applies to all shipments originating at a mill, no matter who the seller is, and no matter whether he usually is known as a mill, wholesaler, retailer or anything else. It does not apply to sales out of distribution yard stock. (The prices for yard sales may be found either in Maximum Price Regulation No. 215,<sup>5</sup> or in the General Maximum Price Regulation,<sup>6</sup> depending on the nature of the sale and the purchaser.) A shipment is regarded as originating at a mill if the lumber reaches the purchaser without ever becoming an integral part of the stock of a distribution yard. A sale is considered a sale out of distribution yard stock only if the lumber was a part of regular yard stock at the time the sale was made. For example, if a retail yard takes an order for a defence housing project, and then brings the lumber from a mill, puts it in his yard, and delivers it as needed, the sale is subject to this regulation.

(b) *How to tell a mill from a distribution yard.* The term "mill", as used here, covers what are known in the trade as sawmills, planing mills and concentration yards. Three types of establishments are described below: the first, (1), a typical sawmill or planing mill; the second, (2), a typical concentration yard; and the third, (3), a typical distribution yard. An establishment which resembles (1) or (2) more than it does (3) is considered a mill; and one which resembles (3) more than it does (1) or (2) is considered a distribution yard:

(1) "A typical sawmill or planing mill" is an establishment which is chiefly engaged in manufacturing lumber from logs or rough lumber by sawing or planing; which is located in or near a lumber producing area; which makes and sells chiefly Douglas fir and associated species of lumber;

(2) "A typical concentration yard" is an establishment which concentrates and prepares lumber for commercial shipment, which keeps in stock mostly Douglas fir and associated species of lumber, which has its lumber brought in chiefly in rough green form by truck from small local sawmills and sells chiefly for rail shipment, and which has been located at its particular site to be near the lumber producing area;

(3) "A typical distribution yard" is a wholesale or retail lumber yard which gets lumber from mills or other yards; unloads, sorts, stores, and resells or re-distributes it; which regularly maintains

<sup>4</sup> 7 F.R. 10848; 8 F.R. 859, 1138, 4118, 7352, 8009, 8756, 11040, 12136, 12236, 12578.

<sup>5</sup> Superseded by Second Revised Maximum Price Regulation No. 215, 8 F.R. 14145.

<sup>6</sup> 8 F.R. 3696, 3849, 4347, 4406, 4724, 4978, 4848, 6047, 6962, 8511, 9025, 9591, 11035, 13724.

a varied stock of lumber from different regions; which gets its lumber mostly by rail and sells mostly for truck shipment; which is equipped to make quick deliveries of many different items of lumber; and which has been located at its particular site in order to be near a lumber consuming area.

(c) *New yards.* In order to prevent violation of this regulation by unnecessary routing through yards, the Office of Price Administration will not recognize distribution yards set up after January 5, 1943, unless the new yard writes to the Office of Price Administration, Washington, D. C., and proves that it satisfies the requirements of the definition and that the purpose is not to get around this regulation by means of unnecessary yard business. Until approval is received, the new yard cannot consider itself a distribution yard for the purpose either of this regulation or of any other regulation issued by the Office of Price Administration.

(d) *No quantity limits.* There are no quantity limits on the transactions covered by this regulation. All direct-mill sales, large or small, are covered.

(e) "CPA yards," as defined in Maximum Price Regulation No. 215, are considered distribution yards, regardless of the above requirements.

SEC. 4. *What persons are covered.* Any person who makes the kind of sale or purchase described above, for himself or others, is subject to this regulation. The term "person" includes an individual, corporation, partnership, association or any other organized group, their legal successors and representatives, the United States or any government or any of their political subdivisions or any agency of any of the foregoing.

ARTICLE II—MAXIMUM PRICES AND TERMS OF SALE

SEC. 5. *Basic prices and cash discount—(a) Basic prices.* The maximum prices f. o. b. mill are set forth in Article V—Price Tables.

(b) *Cash discount.* If cash is paid, the maximum price must be reduced by the seller's August 1941 cash discount. For example, if the August 1941 discount for cash was 2%, and the maximum price without discount according to this regulation is \$30.00, the maximum price when cash is paid is \$29.40. In any case, on specific written allocations issued by the Office of the Chief of Engineers, War Department, the terms 30 days net may be used regardless of former practices.

SEC. 6. *Direct-mill retail sales.* An addition of \$3.50 per thousand board feet may be made on a sale of less than 18,000 ft. BM (or less than carload if by rail), to any buyer who does not purchase for resale, where the shipment originates at a mill and the seller:

(a) Sees that the lumber is delivered to the job site at such time and in such manner as the buyer specifies;

(b) Gives the buyer the privilege of exchanging the lumber and returning unused material; and

(c) Agrees to make good any shortage promptly from stocks kept on hand for this purpose.

<sup>2</sup> Superseded by Revised Maximum Price Regulation No. 284, 8 F.R. 6544, 10560, 15906.

The size of the sale is determined by the total quantity involved in the transaction without regard to whether it is broken up into smaller orders or deliveries.

**Sec. 7. Sales on delivered basis—(a) Rail charges.** (1) Only two methods of selling are recognized by this regulation. Any other method is prohibited, as a device to evade the ceiling by manipulation of freight.

The two permitted methods are: on a delivered basis using the estimated weights in Article VII, or on an f. o. b. mill basis with actual freight (figured, of course, on actual weights) to be paid by the purchaser.

The two methods may not be combined in a single transaction; that is, a seller may not sell on a basis which gives him the benefit of favorable estimated weights but requires the use of actual weights on items where estimated weights would be unfavorable to him. Note that sales described as "ceiling delivered", or as f. o. b. mill with freight paid or included to a given destination, are to be treated as sales on a delivered basis. In such cases, the given estimated weights must be used. However, sales f. o. b. mill with seller to pay the freight to a stated destination and include it in his invoice to the buyer is a sale on an f. o. b. mill basis, and settlement on the basis of the actual weights must be made.

(2) The estimated green weights may be used only when green lumber is actually specified and shipped.

(3) The transportation charge, when estimated weights are used, must be evened out to the nearest quarter-dollar per 1000 feet board measure (nearest 5 cents per 1000 pieces of pickets).

(b) *Common or contract carrier (other than rail).* Where transportation is by common or contract carrier (other than rail) the only rule is that actual cost of transportation may be added to the f. o. b. mill ceiling.

(c) *Private truck.* When shipment is by truck owned or controlled by the seller, the following amounts may be added for transportation: For distances up to and including 10 miles, \$1.50 per M'; over 10 and up to and including 20 miles, \$2.00 per M'; and over 20 and up to and including 30 miles, \$2.50 per M'. Where the distance is greater than 30 miles, the seller may charge the amount of the railroad charge at the carload rate for the most similar haul or \$3.00 per M', whichever is greater. Distance, as used in this paragraph, means the distance from the mill to the point of destination as measured by the speedometer. No addition may be made for the return trip.

(d) *Trucking to rail shipping point.* When a truck haul precedes rail shipment, as when a mill located away from a railhead hauls lumber by truck to the railroad, no addition may be made for the truck haul. However, in the following cases a mill may apply for special permission to make an addition:

[Paragraph (d) as amended by Am. 2, 8 F.R. 11508, effective 8-24-43]

(1) Where the mill was located away from rail connections because it special-

ized in water-borne lumber, and where shortage of shipping has forced it to operate by rail;

[Subparagraph (2) revoked and former (3) redesignated (2) by Am. 2]

(2) Where a mill's rail connection has been abandoned since September 5, 1941, and it has no comparable rail shipping point.

The application should be made by letter to the Lumber Branch of the Office of Price Administration, Washington, D. C., and may be acted upon by letter or telegram. The addition may not be made on quotations or sales until permission has been received.

(e) *Truck delivery after rail haul.* When truck delivery to yard or job site follows a rail haul, and is specified in the order, the actual cost of truck delivery may be added. This may include the actual cost of handling and reloading involved in transfer from rail cars to trucks.

(f) *All-truck haul.* When an all-truck haul ends in delivery to the job site, no special addition may be made above the charges provided in paragraphs (b) and (c) of this section.

(g) *Portland rate on delivered sales to California.* Regardless of other provisions of this section, on delivered sales to purchasers in California, if shipment originates at a mill in California, or at a mill in Oregon from which the railroad freight rate to the California destination is less than the rate from Portland, Oregon to the same destination, the addition for transportation may be computed by multiplying the appropriate estimated weight as shown in Article VII by the applicable freight rate from Portland to the California destination. This provision does not apply to f. o. b. mill sales nor to direct-mill retail sales.

[Paragraph (g) as amended by Am. 4, 8 F.R. 16249, effective 12-6-43]

(h) *Government bill of lading.* Where shipment is made on government bill of lading, the maximum price payable to the shipper may be computed by determining what would be the maximum delivered price on the basis of estimated weights and commercial rates and subtracting therefrom the commercial rate times the actual weights.

[Paragraph (h) added by Am. 4, 8 F.R. 16249, effective 12-6-43]

**Sec. 8. Mixed car or mixed truck shipments.** (a) \$2.00 additional per MBM may be charged for mixed car or mixed truck shipments. No addition may be made for mixed cargo shipment without special authorization under section 12.

(b) A mixed car shipment consists of four or more items as defined in paragraph (c) below, of at least 1000 board feet each. A mixed truck shipment consists of four or more items of at least 250 board feet each.

(c) For the purpose of paragraph (b), the following classifications of lumber of any different species constitute separate items:

- (1) Boards, shiplap or strips.
- (2) Dimension.
- (3) Planks and small timbers, not exceeding 4" in thickness.

(4) Large timbers, exceeding 4" in thickness.

- (5) Flooring.
- (6) Siding.
- (7) Ceiling or partition.
- (8) Finish.
- (9) Rough clears.
- (10) Stepping.
- (11) Mouldings.
- (12) Silo stock.
- (13) Gutter.
- (14) Cribbing.
- (15) Lath.
- (16) Casing and base.

**Sec. 9. Sales for export.** Maximum prices F. A. S. vessel for lumber to be exported when graded in accordance with "N" Export Grading Rules adopted by the West Coast Lumbermen's Association and British Columbia Lumber and Shingle Manufacturers, Ltd., 1929, are set forth in Article VI of this regulation. Otherwise, the maximum prices for export sales are governed by Second Revised Maximum Export Price Regulation.

[Sec. 9 as amended by Am. 2, 8 F.R. 11508, effective 8-24-43]

**Sec. 10. Lumber produced in Canada.** The maximum prices for lumber produced in Canada west of the crest of the Cascade Mountains and sold in the United States shall be the maximum prices f.o.b. mill set forth in Article V plus additions for transportation permitted by section 7: *Provided, however,* That the amount of such addition may not be greater than if the shipment had originated at Seattle, Washington.

**Sec. 11. Maximum prices for Alaska lumber.** (a) The maximum prices f.o.b. mill for shipments originating in Alaska and delivered to points outside the continental United States shall be the maximum f.o.b. mill prices set forth in Article V plus an amount equal to freight under the Maritime Commission's published freight rate from Seattle, Washington, to the mill's shipping point, including surcharges, War Risk insurance, and wharfage and handling charges under the published Seattle Wharfage and Handling rate for comparable lumber.

(b) The maximum delivered prices for shipments originating in Alaska shall be the maximum price arrived at according to paragraph (a) plus transportation charges permitted by section 7.

**Sec. 12. Grades, services, or extras not listed.** (a) If a seller wishes to sell a grade which is not specifically priced in the price tables, or wishes to make an addition for special workings, specifications, services, or other extras for which additions are not specifically permitted, he must apply to the Lumber Branch, Office of Price Administration, Washington, D. C., for a maximum price. He must provide the following information:

- (1) The requested price;
- (2) A complete description of the item to be priced;
- (3) The price differential between it and the most comparable item in the price tables, between October 1, 1941 and June 1, 1942, from the seller's own records, or if that is impossible, from the experience of the trade. If no established price differential existed, a de-

8 F.R. 4132, 5987, 7662, 9098, 15193.

tailed analysis of comparative value should be furnished.

(b) As soon as the request has been filed, quotations and deliveries may be made at the requested price, but the final payment may not be made until the price has been approved. Action on the request may be by letter or telegram.

(c) In all cases where special prices have been approved by the Lumber Branch of the Office of Price Administration under § 1381.62, paragraph (g) of the earlier regulation, Maximum Price Regulation 26, these special prices shall no longer apply if specific prices for the items are established by this regulation; but if no specific prices are established in the price tables, the price approved under the earlier regulation shall continue in effect.

(d) On any sale involving a "non-listed" price or addition contemplated by paragraph (a) of this section, if the seller, for any reason, shall have failed to apply for approval of a maximum price under paragraph (a), the maximum price for the item sold shall be \$15.00 per thousand board feet, which maximum price shall include all allowances or additions for grade, size, condition, special workings, specifications or other extras.

[Paragraph (d) added by Am. 5, effective 2-1-44]

#### ARTICLE III—SPECIFIC DUTIES AND PROHIBITED PRACTICES

SEC. 13. *What the invoice must contain*—(a) *F. o. b. mill price.* All invoices must contain a sufficiently complete description of the lumber to show whether the price is proper or not. Any working, specification, or extra which affects the maximum f. o. b. mill prices must be mentioned in the description. The amount added for these does not have to be separately shown.

(b) *Charges for transportation.* In all delivered sales, the invoice must show the:

- (1) Point of origin of shipment;
  - (2) Destination;
  - (3) Rail rate, if estimated weights are used; otherwise the actual amount added for transportation;
  - (4) The words "Direct-mill shipment".
- (c) *Delivery and related charges.* Any separate charge which the seller is permitted to make for truck delivery after rail haul, or for trucking to railhead, must be separately shown on the invoice.
- (d) *Direct-mill retail sale.* If the "direct-mill retail sale" mark-up is permissible and is added, this must be separately indicated in the invoice.

SEC. 14. *Averaging out*—(a) *Different grades, classes or sizes.* Different grades, classes or sizes of lumber may be sold and invoiced at an average price if all of the following conditions are observed:

- (1) The footage of each item must be shown separately, and a piece tally must be furnished for each shipment.
- (2) The average price for the lumber actually shipped must not be higher than it would have been if all the individual grades, classes, and sizes shipped had

been sold separately at the individual ceiling price.

(3) If the order is shipped in more than a single carload, truckload, or boat shipment the following invoicing and charging practices must also be followed:

(i) The invoice must show that it is part of a larger order and identify the order. It must also show the individual ceiling prices for the various items of lumber actually contained in each shipment, and the average selling price agreed upon.

(ii) The charges which may be made and collected on account for each shipment must not exceed the average price agreed upon or the total of the ceiling prices for the items in the particular shipment, whichever is the lower. Thus, if an average price was quoted on widths from 4" to 12", and if a car of all 4" was shipped, only the 4" price can be charged and collected on that car. But if a car of all 12" widths was shipped, only the average price quoted could be charged on that car.

(iii) Upon completion of the order the seller must render a final invoice showing the quantity of each shipment or delivery, the freight charge for each if sold on a delivered basis, the amount received on account, the total amount due on the order at the agreed average prices, and a reconciliation of the total amount so computed with the maximum prices permitted by this regulation. Final payment and all necessary adjustments between buyer and seller are to be made upon the final reconciliation.

(b) *Different freight rates.* When a single order, for which a single flat delivered price was quoted and accepted, is shipped from two or more mills to a single destination on varying freight rates, the seller may average-out the transportation charges. For example, if a wholesaler bids \$33.00 per MBM on a single order of a hundred thousand feet of lumber, the ceiling price being \$30.00 per MBM and the estimated freight \$3.00, he can ship half of it on a rate resulting in a \$2.00 freight charge and half on a rate resulting in a \$4.00 freight charge.

(1) Where this practice is adopted, the seller must observe all of the following conditions:

(i) Each invoice must state that the particular shipment is part of a larger order and identify the order. It must also show the individual rates for each shipment or delivery.

(ii) The transportation charges which may be made and collected for each shipment or delivery, on account, must not exceed the average transportation charge figured on the entire order or the actual transportation charge for the particular shipment based upon the permitted estimated weights, whichever is the lower.

(iii) Upon completion of the order the seller must render a final invoice showing the individual f.o.b. mill prices separately, the amount shipped from each mill, the freight charge for each shipment, and a reconciliation of the total amount so computed with the agreed delivered-selling prices and also with the maximum prices permitted by this regulation. In the event that the sale was

made at an average price for different grades, classes or sizes of lumber as well as an averaging-out of transportation charges, the provisions of (a) above shall also be observed. Final payment and all necessary adjustments between buyer and seller are to be made upon the final reconciliation.

SEC. 15. *What records must be kept.* All sellers and all buyers who, in any one calendar month, sell or buy 20,000 board feet or more of Douglas fir or other West Coast lumber, must keep records which will contain a complete description of the lumber involved, the name and address of the other party to the transaction, the date of the sale, and the price. Such records must be retained for two years, for inspection by the Office of Price Administration.

SEC. 16. *Prohibited practices*—(a) *General.* Any practice which is a device to get the effect of a higher-than-ceiling price without actually raising the dollars-and-cents price is as much a violation of this regulation as an outright overceiling price. This applies to changes in credit practices and cash discounts and to devices making use of commissions, services, transportation arrangements, premiums, special privileges, tying-agreements, trade understandings and the like.

(b) *Specific practices.* The following are some of the specific practices prohibited:

(1) Getting the effect of a higher price by changing credit practices from what they were in October 1941. This includes decreasing credit periods or making greater charges for extension of credit.

[Subparagraph (1) as amended by Am. 2, 8 F.R. 11593, 12315, effective 8-24-43]

(2) Refusing, without good reason, to ship except in specified or restricted random lengths, or in mixed cars, or under other circumstances which bring the seller an extra return.

(3) Selling as specified lengths or widths, a specific lot or shipment of lumber which is substantially equivalent to random lengths or widths, or reselling intact as specified lengths or widths a specific lot or shipment bought by the seller as standard or random lengths or widths, unless specifically permitted in the price tables. This prohibition shall not apply to shipments or deliveries which have been sorted out as to widths and lengths and then resold.

(4) Grading as a special grade lumber which can be graded as a standard grade; or wrongly or falsely grading or invoicing lumber.

(5) Making additions for special specifications, services, or other extras which are not specifically permitted.

(6) Refusing to sell on an f. o. b. mill basis, and insisting on selling on a delivered basis.

(7) Failing to invoice properly and in accordance with the requirements of this regulation.

(8) Unnecessarily routing lumber through a distribution yard.

(9) Quoting a gross price above the maximum price, even if accompanied by a discount the effect of which is to bring the net price below the maximum.

(10) Making additions for kiln-drying, anti-stain treatment or other services, treatments, or specifications unless they are expressly ordered by the buyer.

(11) Getting a higher price by charging the buyer for ripping or resawing, or charging on the basis of an original size larger than the item actually delivered (for example, charging the price of 4 x 4 ripped to 2 x 4 on a sale and delivery of 2 x 4's) except where the items ordered and delivered are non-standard sizes not specifically priced in the tables. This prohibition has no application where the buyer specifies the larger size to be ripped or resawn into items of smaller size and the resulting items are priced higher in the tables than the original larger size; for example, the buyer may order 1 x 4 x 12' #2 Common, priced at \$25.00 per MBM ripped to 1 x 2 x 12'. By buying the larger size ripped the price to the buyer is lower (\$26.00) than it would have been had he ordered the 1 x 2 as such (\$29.00). In this example the maximum price is \$26.00.

(12) Making the buyer take something he does not want in order to get what he does want; for example, making a buyer who orders No. 2 Common take all the upper grades that develop.

(13) Breaking up an order or apportioning deliveries in order to get the \$3.50 direct-mill retail sale addition.

(c) *Adding commission to ceiling prohibited.* It is unlawful for any person to charge, receive or pay a commission for the service of procuring (including buying, selling, or locating lumber, or for any related service such as "expediting") which does not involve actual physical handling of lumber, if the commission plus the purchase price results in a total payment by the buyer of lumber which is higher than the maximum price of the lumber. For purposes of this regulation, a commission is any compensation, however designated, which is paid for the procurement of lumber. This prohibition has no application to the case of a bona fide employer-employee relationship where the employee serves only one employer, insofar as lumber procurement is concerned, and where the compensation paid by the employer is a fixed salary and is not based directly or indirectly on the quantity, price or value of the lumber in connection with which the service is rendered.

[Paragraph (c) as amended by Supplementary Order No. 77, 8 F.R. 14310, effective 10-26-43]

(d) *Combination grades.* Lumber sold on combination grades may not be sold above the maximum price for the lowest priced grade actually named in the combination. For example, the maximum price for lumber sold as No. 2 Common and better is the maximum price fixed for No. 2 Common lumber. It is permissible to quote with specified higher grades as developed, but when the lumber is shipped, the quantities falling in each grade must be tallied separately on a board foot basis, separately identified by grade (except shop grades when sold to millwork establishments),

and separately invoiced at prices not in excess of ceiling prices for the respective grades.

[Paragraph (d) amended by Am. 2, 8 F.R. 11508, effective 8-24-43 and Am. 5, effective 2-1-44]

SEC. 17. *Adjustable pricing.* Any person may agree to sell at a price which can be increased up to the maximum price in effect at the time of shipment; but no person may, unless authorized by the Office of Price Administration, deliver or agree to deliver at prices to be adjusted upward in accordance with action taken by the Office of Price Administration after shipment. Such authorization may be given when a request for a change in the applicable maximum price is pending, but only if the authorization is necessary to promote distribution or production and if it will not interfere with the purposes of the Emergency Price Control Act of 1942, as amended. The authorization may be given by the Administrator or by any official of the Office of Price Administration having authority to act upon the pending request for a change in price or to give the authorization.

The authorization will be given by order, except that it may be given by letter or telegram when the contemplated revision will be the granting of an individual application for adjustment.

[Sec. 17 as amended by Supplementary Order No. 50 and Amendment 1 thereto, 8 F.R. 10568, 14310, effective 7-27-43]

SEC. 18. *Special pricing rules.* (a) Where the buyer specifies restricted lengths or an average length and the shipment or order fails to conform, the entire shipment must be priced at the random length price (unless the agreed price is lower).

(b) Where the buyer orders a random length shipment, and the given percentages of lengths as specified in footnotes to some of the price tables are not met because there is too large a percentage of shorts, the excess shorts must be priced at the separate prices for the short lengths.

(c) Where random length shipments required to average a specified length (e. g. 12' in the Board Table) fall short of this average, the price may not exceed that of the nearest shorter even length below the average length actually shipped.

(d) Where the order fails to specify the grade required, the seller may only ship and charge for No. 2 Common, unless otherwise agreed.

(e) Where the invoice does not specify the grade shipped or delivered, the price of the lowest grade in the shipment shall apply to the whole order.

(f) Where moisture content requirements are waived by the purchaser, the maximum price for the whole order, shipment, or delivery shall be the price herein established for green lumber. Where such a sale is made on a delivered basis, the seller may only use the given estimated weights for dry lumber in computing transportation costs.

(g) None of the additions permitted in the footnotes to the tables in Articles V and VI may be added to the prices of the various items set forth in the tables unless the order expressly requires the working, grade, condition, size, or length for which the additions are permitted.

#### ARTICLE IV—MISCELLANEOUS

SEC. 19. *Petitions for adjustment or amendment—(a) Government contracts.* See Procedural Regulation No. 6<sup>a</sup> for adjustment provisions on certain government contracts or subcontracts.

[Paragraph (a) as amended by Supplementary Order 83, effective 2-1-44]

(b) *Petitions for amendment.* Any person seeking an amendment of any provision of this regulation may file a petition for amendment in accordance with the provisions of Revised Procedural Regulation No. 1<sup>a</sup> issued by the Office of Price Administration.

(c) In treating with petitions for amendment or adjustment, consideration will not be given to log and bolt costs which are higher than the applicable maximum purchase prices for logs and bolts established in Revised Maximum Price Regulation No. 161 (West Coast Logs), or Maximum Price Regulations 313 (Prime Grade Hardwood Logs) and 343 (Logs and Bolts), or any revision or amendment of these regulations. This rule shall be followed regardless of whether the petitioner gets logs and bolts by purchasing them, logging his own standing timber, contracting for the logging of his own standing timber, or any other means. All petitions in any way based on the cost of logs or bolts must show the actual cost to the petitioner of logs and bolts received at his plant during the three months immediately prior to filing the petition, and the cost which would have been incurred by the petitioner if all of these logs and bolts had been purchased by him at ceiling prices. To figure these ceiling prices the petitioner should refer to the regulation which fixes the maximum prices for purchases and sales of the kinds of logs and bolts received at his plant.

[Paragraph (c) added by Supplementary Order No. 47, 8 F.R. 5808, effective 5-8-43]

SEC. 20. *Enforcement.* (a) Persons violating any provision of this regulation are subject to the criminal penalties, civil enforcement actions, suits for treble damages, and proceedings for suspension of licenses provided for by the Emergency Price Control Act of 1942, as amended.

(b) War procurement agencies and their contracting or paying finance officers are not subject to any liability, civil or criminal, imposed by this regulation. Persons who make sales covered by this regulation to war procurement agencies and buyers to whom lumber has been allocated by any such agencies are, however, subject to all the liabilities imposed by this regulation. "War procurement agencies" include the War Department,

<sup>a</sup> 7 F.R. 5087, 5664; 8 F.R. 6173, 6174, 12624.  
<sup>b</sup> 7 F.R. 8961; 8 F.R. 3313, 3533, 6173, 11809.

the Navy Department, the United States Maritime Commission and the Lend-Lease Section in the Procurement Division of the Treasury Department, or any of their agencies.

Sec. 21. *Licensing.* The provisions of Licensing Order No. 1,<sup>10</sup> licensing all persons who make sales under price control, are applicable to all sellers subject to this regulation or schedule. A seller's license may be suspended for violations of the license or of one or more applicable price schedules or regulations. A person whose license is suspended may not, during the period of suspension, make any sale for which his license has been suspended.

[Sec. 21 as amended by Supplementary Order No. 72, 8 F.R. 13244, effective 10-1-43]

Sec. 22. *Grades.* All grade and size terms and "paragraph" references appearing in this regulation refer to, and have the meaning given in, the Standard Grading and Dressing Rules No. 12, issued by the West Coast Lumbermen's Association, effective March 1, 1943, or, in the case of export sales from the "N" list, to the "N" Export Grading Rules adopted by the West Coast Lumbermen's Association and British Columbia Lumber and Shingle Manufacturers, Ltd., 1929.

ARTICLE V—PRICE TABLES

Sec. 23. *Douglas fir.* The maximum prices for Douglas fir lumber f. o. b. mill per one thousand feet board measure (or other designated measure where so indicated) where shipment originates at a mill, shall be as follows:

CONSTRUCTION GRADES

TABLE 1—BOARDS AND SHIPLAP; NO. 1 GREEN, SURFACED A. L. S.

	6' to 20'	6"	8"	10"	12"	14"	16"	18"	20"	Add for dry except Par. 185	Add for select merchantable par. 185	Add for select par. 185 dry only	Deduct for rough
1 x 2"	\$34.50	\$34.50	\$34.50	\$34.50	\$34.50	\$38.00	\$37.00	\$37.00	\$37.00	\$4.00	\$4.00	\$8.00	\$1.00
1 x 3"	34.50	34.50	34.50	34.50	34.50	36.00	37.00	37.00	37.00	4.00	4.00	8.00	1.00
1 x 4"	30.50	30.50	30.50	30.50	30.50	32.00	33.00	33.00	33.00	4.00	4.00	10.00	1.00
1 x 6"	30.50	30.50	30.50	30.50	30.50	32.00	33.00	33.00	33.00	4.00	5.00	10.00	1.00
1 x 8"	30.50	30.50	30.50	30.50	30.50	32.00	33.00	33.00	33.00	4.00	6.00	12.00	1.00
1 x 10"	29.50	29.50	29.50	29.50	29.50	31.00	32.00	32.00	32.00	4.00	7.00	13.00	1.00
1 x 12"	31.50	31.50	31.50	31.50	31.50	33.00	34.00	34.00	34.00	4.00	8.00	14.00	1.00

[Table amended by Am. 2, 8 F.R. 11503, effective 8-24-43 and Am. 4, 8 F.R. 16249, effective 12-6-43]

1. Deduct from the No. 1 price of the same size, length and condition of seasoning:

No. 2 dry or green	Per M	\$1.50
No. 3 green		7.50
No. 3 dry		9.50
No. 1 permitting up to 15% No. 2		.50

[Footnote 1 as amended by Am. 4, 8 F.R. 16249, effective 12-6-43]

2. No. 4 rough or surfaced dry or green 1xAW, AL: \$15.00. Dry or green, use green weights.

[Footnote 2 as amended by Am. 4]

3. Shims 5/16" or less in thickness x AW-AL No. 3 and better, surfaced hit and miss or full

thickness rough, \$17.50. For chims 5/8" or thicker add \$2.00 per M to 1/2" chim price. If graded out and sold "On Grade", deduct from the price of 1" of the same length, width and grade:

1/2", 5/16", 9/16":	Per M	
No. 2 and better		\$12.00
No. 3		8.00
5/8", 1 1/16":		
No. 2 and better		8.00
No. 3		6.00
Use green weights.		

[Footnote 3 amended by Am. 2, 8 F.R. 11503, effective 8-24-43, Am. 4, 8 F.R. 16249, effective 12-6-43 and Am. 5, effective 2-1-44]

4. Barge planking and decking, paragraph 285: add \$10.00 per MBM to the select merchantable price.

[Footnote 4 added, 6 revoked, and former 4 and 5 redesignated 5 and 6 by Am. 2, 8 F.R. 11508, effective 8-24-43]

4a. Scaffold Plank, Par. 283, 5/4 and 9/4", 9" and wider, add \$20.00 to the No. 1 price.

[Footnote 4a added by Am. 5, effective 2-1-44]

Lengths

5. Omitting short lengths in R/L loading add to R/L price of the same size and grade:

6' add	\$9.50
6' and 8' add	.50
10' and shorter add	1.00
12' and shorter add	2.00

6. Specified lengths longer than 20' add \$1.00 per M for each foot to the specified 20' price.

7. Odd or fractional lengths when specified by the buyer (See section 18 (g)) add \$1.00 per M to and compute footage on next longer even length.

[Footnote 7 as amended by Am. 4, 8 F.R. 16249, effective 12-6-43]

7a. Where an average length is specified in any random length order, the price shall be the specified length price of the length specified as an average and no addition may be made under footnote 5.

[Footnote 7a added by Am. 4]

Widths

8. Widths wider than 12" add \$2.00 for each 2" wider than 12" for the same size and grade.

9. Odd or fractional widths (except 1x3) add \$1.00 per M to and compute footage on the next wider even width.

Thickness

10. 5/4" and 9/4" any surfacing A. L. S.—No. 1, Select Merch., Par. 185, and Select (Par. 185): Add \$1.50 per M' to the 1" price of the corresponding grade.

No. 2: deduct \$1.50 from price of 5/4" and 9/4" No. 1.

No. 3: deduct \$9.50 from price of 5/4" and 9/4" No. 1.

No. 4 (Surfaced A. L. S. or rough): same price as 1" No. 4.

For rough No. 3 and higher grades; deduct \$1.00 from surfaced price.

Note: 5/4" and 9/4" resawn and sold on surface measure (1") must be priced as shims under footnote 3.

[Footnote 10 as amended by Am. 4]

Working charges

11. Surfacing S4S to American Lumber Industrial Standards or not more than 1/4" off in both width and thickness, add \$1.00 to the price of the same grade, width, and length.

[Footnote 11 as amended by Am. 5, effective 2-1-44]

12. Ripping or resawing add \$1.00 per M; product of the piece to be shipped.

13. Center matched, flooring, drop siding and other patterns; the following working charges contemplate first adding grade differentials, then specified working charge:	Green		Dry	
	S2S and CM	Flooring, drop siding, headed and other patterns <sup>1</sup>	S2S and CM	Flooring, drop siding, headed and other patterns <sup>1</sup>
1" thickness—No droppings allowed	\$1.00	\$2.00	\$1.00	\$2.00

<sup>1</sup> For amounts 1M feet or less add \$5.00 set-up charge.

[Table as amended by Am. 4]

14. [Revoked]

[Footnote 14 amended by Am. 1, 8 F.R. 9519, effective 7-15-43; Am. 2, 8 F.R. 11503, effective 8-24-43; Am. 3, 8 F.R. 12406, effective 8-24-43; revoked by Am. 4, 8 F.R. 16249, effective 12-6-43]

TABLE 2—DIMENSION; No. 1 GREEN S4S, A. L. S.

Regular loading	6' to 20'	6'	8'	9'	10'	12'	14'	16'	18'	20'	22' & 24'	Add for dry S4S	Deduct for rough
2 x 2"	\$33.00	\$25.50	\$31.50	\$35.00	\$33.50	\$33.50	\$33.50	\$36.00	\$36.00	\$36.00	\$39.50	\$3.50	\$1.50
2 x 3"	30.00	22.50	28.50	32.00	30.50	30.50	30.50	33.00	33.00	33.00	36.50	3.50	1.50
2 x 4"	30.00	22.50	30.00	30.50	29.50	30.00	30.00	31.00	31.00	31.00	33.50	3.50	1.50
2 x 6"	30.00	22.50	28.00	30.00	28.50	30.00	30.00	30.50	30.50	30.50	32.50	3.50	1.50
2 x 8"	29.00	21.50	27.50	28.50	27.50	29.00	29.00	29.00	29.00	29.00	31.00	3.50	1.50
2 x 10"	29.00	21.50	27.50	29.50	28.00	29.50	29.50	30.00	30.00	30.00	32.00	4.00	1.50
2 x 12"	29.00	21.50	27.50	29.50	28.50	29.50	29.50	30.00	30.00	30.00	32.00	5.50	1.50

[Table as amended by Am. 4, 8 F.R. 16249, effective 12-6-43]

**Grades**

1. Scaffold Plank, 9" and wider, paragraph 289, add \$15.00 per M to the select structural price.

[Footnote 1 amended by Am. 2, 8 F.R. 11508, effective 8-24-43 and Am. 5, effective 2-1-44]

2. Select Merchantable add to the price of No. 1, same width and length—\$3.00.

3. Select Structural add to the price of No. 1 same width and length—\$5.00.

4. No. 2 green all widths and lengths 24' and shorter deduct \$2.00 per M from the No. 1 green of the same width and length.

5. No. 3 green 2x2" to 2x8", 24' and shorter deduct \$8.00 per M from the No. 1 green of the same width and length.

6. No. 3 green 2x10" and 2x12", 24' and shorter deduct \$9.00 per M from the No. 1 green of the same width and length.

7. No. 2 dry all widths and lengths 24' and shorter deduct \$4.00 per M from the No. 1 dry of the same width and length.

8. No. 3 dry 2x2" to 2x8", 24' and shorter deduct \$10.00 per M from the No. 1 dry of the same width and length.

9. No. 3 dry 2x10" and 2x12", 24' and shorter deduct \$11.00 per M feet from the No. 1 price of the same width and length.

10. No. 1 permitting up to 15% of No. 2 deduct \$0.50 per M from the No. 1 price of the same width and length.

11. No. 4 (all species covered by this regulation) rough or surfaced, dry or green, 2" x AW. AL, \$15.00—Use green weights.

[Footnote 11 as amended by Am. 4, 8 F.R. 16249, effective 12-6-43]

12. Paragraph 215, add \$2.00 per M to the No. 1 price of the same size.

13. Paragraph 216, add \$1.00 per M to the No. 2 price of the same size.

[Footnotes 12 and 13, as amended by Am. 5, effective 2-1-44]

13a. Barge framing paragraph 284, same price as Select structural. Barge planking and decking, paragraph 285, add \$10.00 per MBM to the price of Select structural in the same size.

[Footnote 13a added by Am. 2, 8 F.R. 11508, effective 8-24-43]

**Lengths**

14. Omitting length in R/L loading; omitting 6', or 6' and 8', or 6' and 8' and 10', add to the R/L price of same size and grade \$0.50

per MBM. Omitting 12' and shorter use specified length price.

[Footnote 14 as amended by Am. 2]

15. Odd or fractional lengths not listed add \$1.00 to and compute footage on next longer even length.

[Footnote 15 as amended by Am. 4, 8 F.R. 16249, effective 12-6-43]

16. For even lengths longer than 24' add \$2.00 per M for each two feet longer than 24' of the same size and grade.

16a. Where an average length is specified in any random length order, the price shall be the specified length price or the length specified as an average and no addition may be made under footnote 14.

[Footnote 16a added by Am. 4]

**Widths**

17. Wider than 12" add \$1.00 for each 2" wider than 12" for the same size and grade.

18. Odd or fractional widths add \$1.00 to and compute footage on next wider even width except 2x3.

**Thicknesses**

19. Fractional thicknesses over 2" and under 3" price from the table for plank and small timbers by adding \$3.00 per M to the 3" price of the same length, width and grade. Compute footage on actual rough measure.

**Working charges**

20. Surfaced 1/4" off or to American Lumber Industrial Standards add \$1.00 per M to the same length, width and grade.

[Footnote 20 as amended by Am. 4, 8 F.R. 16249, effective 12-6-43]

21. Rippling or resawing, not diagonal or tapered; for 2x4" add \$2.00 per M; 2x6" and wider add \$1.00 per M. Diagonal or tapered resawing add \$5.00 per M. In either instance, the product of the strip to be shipped.

22. Center matched, flooring, outgauged and other patterns. The following working charges contemplate first adding grade differentials and then the specified working charge

Green		Dry	
S2S and CM or S/L	Flooring, outgauged or other patterns	S2S and CM or S/L	Flooring, outgauged or other patterns
\$1.00	\$2.00	\$1.00	\$2.00

2" thickness, no droppings allowed

**Condition**

1. Dry add \$10.00 per M to the same size, length and grade.

**Grade differentials**

2. No. 2 (No. 1 Mining)—deduct \$4.00 per M from the No. 1 price of the same width, thickness and length.

3. No. 3 (Mining)—deduct \$7.00 per M from the No. 1 price of the same width, thickness and length.

4. No. 1 permitting up to 15% of No. 2—deduct \$0.50 per M from the No. 1 price of the same width, thickness and length.

4a. No. 4 (all species covered by this regulation) rough or surfaced, dry or green, AW. AL, \$15.00—Use green weights.

[Footnote 4a added by Am. 2, 8 F.R. 11508, effective 8-24-43 and amended by Am. 4, 8 F.R. 16249, effective 12-6-43]

**Lengths**

5. Omitting short lengths in R/L loading, 20' and shorter, add to the R/L price of the same size and grade (Applies to all grades):  
 8' and/or 10'----- \$0.50  
 12' and shorter----- 1.00  
 14' and shorter—Specified length price of lengths shipped.

Omitting lengths longer than 20' within a R/L group add to the R/L group price (Applies to No. 1 and lower grades):

Omitting 1 length----- \$0.50  
 Omitting 2 lengths----- 1.00  
 Omitting 3 lengths—Specified length price of lengths shipped.

**Miscellaneous**

24. [Revoked]

[Footnote 24 revoked by Am. 4]

TABLE 3—PLANK AND SMALL TIMBERS

Green, rough or S4S A. L. S.	No. 1				Select merchantable			
	8' to 20'	22' to 24'	26' to 32'	34' to 40'	8' to 20'	22' to 24'	26' to 32'	34' to 40'
Regular loading 8/20'								
3 x 3	\$32.00	\$34.50	\$37.50	\$42.50	\$36.00	\$38.50	\$40.50	\$45.50
3 x 4	30.50	33.50	36.50	40.50	34.50	37.50	39.50	43.50
3 x 6 & 3 x 8	29.00	31.00	32.50	35.50	33.00	35.00	36.50	39.50
3 x 10 & 3 x 12	28.50	30.50	32.00	34.50	31.50	33.50	35.00	37.50
4 x 4	30.00	32.00	34.00	37.50	34.00	36.00	38.00	41.50
4 x 6 & 4 x 8	29.00	31.00	32.50	35.50	33.00	35.00	36.50	39.50
4 x 10 & 4 x 12	28.50	30.50	32.00	35.00	31.50	33.50	35.00	38.00

  

Regular loading 8/20'	Select Structural			
	8' to 20'	22' to 24'	26' to 32'	34' to 40'
3 x 3	\$40.00	\$42.50	\$45.50	\$50.50
3 x 4	38.00	41.50	44.50	48.50
3 x 6 & 3 x 8	37.00	39.00	40.50	43.50
3 x 10 & 3 x 12	35.50	37.50	39.00	41.50
4 x 4	38.00	40.00	42.00	45.50
4 x 6 & 4 x 8	37.00	39.00	40.50	43.50
4 x 10 & 4 x 12	35.50	37.50	39.00	42.00

[Table as amended by Am. 4]

Omitting lengths longer than 20', in paragraph 215, Select Merch, and higher grades, within a R/L group add to the R/L group price; for omitting one or two lengths in one group add \$1.00 per M to the R/L group price; for omitting any three or more lengths in one group use specified length price of the lengths shipped.

[Footnote 5 as amended by Am. 2, 8 FR. effective 12-6-43]

5a. For omitting any lengths in R/L groups covering more than one length bracket, the additions permitted by footnote 5 may be made only within the bracket from which lengths have been omitted.

[Footnote 5a added by Am. 4, 8 FR. 16249, effective 12-6-43]

6. Odd or fractional lengths add \$1.00 per M to and compute footage on the next longer even length.

7. Lengths longer than 40' specified or included in a random length specification add the amount listed for the lengths specified to the 40' specified length price:

41'	\$2.00	71'	\$62.00
42'	4.00	72'	64.00
43'	6.00	73'	66.00
44'	8.00	74'	68.00
45'	10.00	75'	70.00
46'	12.00	76'	72.00
47'	14.00	77'	74.00
48'	16.00	78'	76.00
49'	18.00	79'	78.00
50'	20.00	80'	80.00
51'	22.00	81'	83.00
52'	24.00	82'	86.00
53'	26.00	83'	89.00
54'	28.00	84'	92.00
55'	30.00	85'	95.00
56'	32.00	86'	98.00
57'	34.00	87'	101.00
58'	36.00	88'	104.00
59'	38.00	89'	107.00
60'	40.00	90'	110.00
61'	42.00	91'	113.00
62'	44.00	92'	116.00
63'	46.00	93'	119.00
64'	48.00	94'	122.00
65'	50.00	95'	125.00
66'	52.00	96'	128.00
67'	54.00	97'	131.00
68'	56.00	98'	134.00
69'	58.00	99'	137.00
70'	60.00	100'	140.00

Lengths over 100', add \$3.00 per lineal foot for each additional foot over 100' to the 100' price.

[Footnote 7 as amended by Am. 4]

8. Specified lengths up to 40': In Select Merchantable, Select Structural and paragraphs 215 and 219—add \$2.00 per M. Other grades add \$1.00 per M, to the length group price in which the specified length falls.

8a. Where an average length is named in a random length specification covering one or more price brackets which include no lengths over 40', the maximum price shall be the specified length price of the average length specified.

If the specification includes lengths over 40', the price shall be the same as if no average length was required.

No addition may be made under footnote 5 in either case.

If the average specified is an odd length, the price of the next higher even length shall apply.

[Footnote 8a added by Am. 4]

**Widths**

9. Odd or fractional widths not listed add \$3.00 per M to the next larger even width. Compute footage on actual rough measure.

10. Widths wider than listed—add \$1.00 per M for each additional 2" to the widest listed width.

**Thickness**

11. Fractional thicknesses between 3" and 4" add \$3.00 per M to the price of 4" of the same width, length and grade and compute footage on actual rough measure. For fractional and odd thicknesses over 4" and under 6" add \$3.00 per M to the price of 6" in the same width, length and grade (Table 4) and compute footage on actual rough measure.

**Working charges**

12. Surfacing 1/4" off add \$1.00 per M to the same grade, size and length.

13. Shiplap, T and G, Grooved for splines: 3" add \$3.00; 4" add \$4.00 per M to the surfaced price.

14. Outgauged add \$2.50 per M to the surfaced price.

15. Diagonal or tapered reworking add \$5.00 per M.

16. Surfacing lengths longer than 40' add \$0.25 per lineal foot for each additional foot over 40'.

17. Surfacing wider than 12" add \$2.00 per M to the 12" price of the same size and grade.

18. For surfacing to A. L. S. S1S, S1C, S2S, S2C, S1S1C, S1S2C, S2S1C, add \$1.00 per M to price of corresponding size and grade. This addition is limited to orders specifying one grade only.

[Footnote 18 as amended by Am. 4]

**Miscellaneous**

19. Windmill Stock: paragraph 172 use Select Structural price plus additions for F. O. H. C.

20. Barge Framing paragraph 234 same price as Select Structural. Barge Planing and Daeling paragraph 235 add \$10.00 per M to the Select Structural price of the same size.

21. Scaffold Plant, 9" and wider, paragraph 289 add \$10.00 per M to the Select Structural price.

22. Paragraph 215 and 219, add \$2.00 per M to No. 1 price.

23. Paragraph 216, add \$1.00 per M to the price of No. 2 of the same size.

[Footnotes 21 and 22 amended by Am. 5, effective 2-1-44; footnote 23 amended by Am. 2, 8 FR. 11593, effective 2-24-43 and Am. 5]

TABLE 4—TEMPERS

Rough green regular loading R/L	No. 1			Select merchantable			Select structural		
	8' to 20'	22' to 30'	32' to 40'	8' to 20'	22' to 30'	32' to 40'	8' to 20'	22' to 30'	32' to 40'
6x6 & 6x8	\$23.00	\$31.00	\$32.00	\$23.00	\$31.00	\$32.00	\$11.00	\$20.00	\$22.00
6x10 & 6x12	23.00	31.00	32.00	23.00	31.00	32.00	21.00	29.00	31.00
8x8	23.00	31.00	32.00	23.00	31.00	32.00	21.00	29.00	31.00
8x10 & 8x12	23.00	31.00	32.00	23.00	31.00	32.00	21.00	29.00	31.00
10x10 & 10x12	23.00	31.00	32.00	23.00	31.00	32.00	21.00	29.00	31.00
12x12	23.00	31.00	32.00	23.00	31.00	32.00	21.00	29.00	31.00
6x14 & 8x14	23.00	31.00	32.00	23.00	31.00	32.00	21.00	29.00	31.00
6x16 & 8x16	23.00	31.00	32.00	23.00	31.00	32.00	21.00	29.00	31.00
6x18 & 8x18	23.00	31.00	32.00	23.00	31.00	32.00	21.00	29.00	31.00
10x14 & 12x16	23.00	31.00	32.00	23.00	31.00	32.00	21.00	29.00	31.00
10x18	23.00	31.00	32.00	23.00	31.00	32.00	21.00	29.00	31.00
12x14 & 14x14	23.00	31.00	32.00	23.00	31.00	32.00	21.00	29.00	31.00
14x16 & 16x16	23.00	31.00	32.00	23.00	31.00	32.00	21.00	29.00	31.00
18x18	23.00	31.00	32.00	23.00	31.00	32.00	21.00	29.00	31.00
20x20	23.00	31.00	32.00	23.00	31.00	32.00	21.00	29.00	31.00
22x22	23.00	31.00	32.00	23.00	31.00	32.00	21.00	29.00	31.00
24x24	23.00	31.00	32.00	23.00	31.00	32.00	21.00	29.00	31.00
26x26	23.00	31.00	32.00	23.00	31.00	32.00	21.00	29.00	31.00
28x28	23.00	31.00	32.00	23.00	31.00	32.00	21.00	29.00	31.00
30x30	23.00	31.00	32.00	23.00	31.00	32.00	21.00	29.00	31.00
32x32	23.00	31.00	32.00	23.00	31.00	32.00	21.00	29.00	31.00

[Table as amended by Am. 4]

**Grade differentials**

1. No. 1 permitting up to 15%, No. 2 deduct \$0.50 per M from the No. 1 price of the same width and length.

2. No. 2 (No. 1 Mining) in 6x6, 6x8 and 8x8 deduct \$4.00 per M from the No. 1 price of the same thickness, width and length. For other sizes deduct \$5.00 per M from the No. 1 price of the same thickness, width and length.

3. No. 3 (Mining) in 6x6, 6x8 and 8x8 deduct \$7.00 per M from the No. 1 price of the same thickness, width and length. For other sizes deduct \$10.00 per M from the No. 1 price of the same thickness, width and length.

3a. No. 4 (all species covered by this regulation) 6" x 6" and larger, AL, rough or dressed, dry or green—\$15.00. Use green weights.

[Footnote 3a added by Am. 4]

**Lengths**

4. Omitting short lengths in R/L loading 20' and shorter add to R/L price of the same size and grade: (Applies to all grades.)

8' and/or 10'	\$0.50
12' and shorter	1.00
14' and shorter—Specified length price of lengths shipped.	

Omitting lengths longer than 20' within a R/L group add to the R/L group price. (Applies to No. 1 and lower grades.)

Omitting 1 length	\$0.50
Omitting 2 lengths	1.00
Omitting 3 lengths—Specified length price of lengths shipped.	

Omitting lengths longer than 20' in paragraph 219, select Merch. and higher grades within a R/L group add to the R/L group price; for omitting one or two lengths in one group add \$1.00 per M to the R/L group price; for omitting any three or more lengths in one group use specified length price of the lengths shipped.

[Footnote 4 as amended by Am. 2]

5. Odd or fractional lengths add \$1.00 per M to and compute footage on the next longer even length.

5a. For omitting any lengths in R/L groups covering more than one length bracket, the additions permitted by footnote 4 may be made only within the bracket

from which lengths have been omitted but such additions to the 8/20' brackets may not result in a price higher than the bracket price for 22/30'.

[Footnote 5a added by Am. 4]

6. Lengths longer than 40', specified or included in a random length specification, add the amount listed for the lengths specified to the 40' specified length price.

41'	\$2.00	71'	\$62.00
42'	4.00	72'	64.00
43'	6.00	73'	66.00
44'	8.00	74'	68.00
45'	10.00	75'	70.00
46'	12.00	76'	72.00
47'	14.00	77'	74.00
48'	16.00	78'	76.00
49'	18.00	79'	78.00
50'	20.00	80'	80.00
51'	22.00	81'	83.00
52'	24.00	82'	86.00
53'	26.00	83'	89.00
54'	28.00	84'	92.00
55'	30.00	85'	95.00
56'	32.00	86'	98.00
57'	34.00	87'	101.00
58'	36.00	88'	104.00
59'	38.00	89'	107.00
60'	40.00	90'	110.00
61'	42.00	91'	113.00
62'	44.00	92'	116.00
63'	46.00	93'	119.00
64'	48.00	94'	122.00
65'	50.00	95'	125.00
66'	52.00	96'	128.00
67'	54.00	97'	131.00
68'	56.00	98'	134.00
69'	58.00	99'	137.00
70'	60.00	100'	140.00

Lengths over 100', add \$3.00 per lineal foot for each additional foot over 100' to the 100' price.

[Footnote 6 as amended by Am. 4]

7. Specified lengths up to 40'—Select merchantable and select structural and paragraph 219—add \$2.00 per M—Other grades add \$1.00 per M to the length group in which the specified length falls.

[Footnote 7 as amended by Am. 4]

7a. Where an average length is named in a random length specification covering one or more price brackets which include no lengths over 40', the maximum price shall be the specified length price of the average length specified.

If the specification includes lengths over 40', the price shall be the same, as if no average length was required.

No addition may be made under footnote 4 in either case.

If the average specified is an odd length, the price of the next higher even length shall apply.

[Footnote 7a added by Am. 4]

**Widths**

8. Odd or fractional widths add \$1.50 per M to the next larger even width. Compute on actual rough measure.

[Footnote 8 as amended by Am. 4]

9. Widths wider than listed—up to and including 24" add \$1.00 per M for each additional 2" to widest listed width of the same grade, thickness and length. Wider than 24": For each additional 2" over 24" add \$2.00 per M to the 24" price of the same grade, thickness and length.

**Thickness**

10. Odd or fractional thicknesses not listed add \$1.50 per M to the next larger listed even thickness. Compute footage on actual rough measure.

11. Thicker than listed—Thicker than 32" add \$2.00 per M for each additional 2" to 32" price of the same grade, width and length.

**Working charges**

12. Surfacing S1S, S2S, S3S, S4S, A. L. S. 6 x 6 to 16 x 16, add \$2.00 per M; if thicker than 16" or wider than 20" add \$5.00 per M.

[Footnote 12 as amended by Am. 2]

13. Surfacing 1/4" off add \$1.00 per M to the price of the same surfaced A. L. S. grade, width and length.

14. Surfacing lengths longer than 40' add \$0.25 per M per lineal foot for each additional foot over 40'.

**CLEAR GRADES**

TABLE 5—FLOORING

R/L Dry	B & Better	"C"	"D"	"E" 1
1 x 3" & 1 x 4" V. G.	\$60.00	\$55.00	\$45.00	-----
1 x 3" & 1 x 4" F. G.	45.00	43.00	33.00	\$25.00
1 x 6" V. G.	67.00	60.00	47.00	-----
1 x 6" & 1 x 8" F. G.	50.00	43.00	40.00	27.00
5/4 x 3" V. G.	62.00	57.00	45.00	-----
5/4 x 3" F. G.	40.00	45.00	37.00	-----
5/4 x 4" V. G.	62.00	57.00	45.00	-----
5/4 x 4" F. G.	47.00	45.00	37.00	-----
5/8 x 4" F. G.	37.00	35.00	23.00	20.00
5/8 x 6" F. G.	45.00	43.00	35.00	20.00

<sup>1</sup> See grade definition General Notes.

[Table 5 as amended by Am. 5, effective 2-1-44]

**Lengths**

1. Random lengths as set forth in Standard Grading and Dressing Rules No. 12 paragraph 30.

2. Omitting short lengths in R/L loading, add to R/L price of the same size and grade:

5' and shorter	\$0.50
7' and shorter	1.00
9' and shorter	2.00
10' and shorter	3.00
12' and shorter	4.00

3. Specified lengths; add to R/L price of the same size and grade:

12' and shorter—No addition except \$2.00 per M for 1x4 and 5/4x4-12" in B & Better and "C" V.G. or F.G.

14'	\$3.00
16', 18' and/or 20'	5.00

3a. Short lengths in excess of the percentage permitted in R/L loading, when specified, or when shipped with buyer's approval, deduct from R/L prices as follows:

1 1/2' to 3 1/2' B & Better and "C"	\$25.00
1 1/2' to 3 1/2' "D"	20.00
4' and 5' "B" & Better and "C"	15.00
4' and 5' "D"	10.00
6' and 7' B & Better and "C"	0.00
6' and 7' "D"	5.00

**Working charges**

4. For square edge B & Better and "C" worked to the same overall size as standard flooring, add \$2.00 per M to the T & G price of the same size and grade. To include up to 20% "C"; deduct \$3.00 per M from B & Better price of the same size. Weight 200 lbs, more than flooring of the same size.

**Miscellaneous**

5. For clear all heart V. G., add \$5.00 to the B & Better price.

6. 3/4" flooring; deduct \$5.00 per M from the same size and grade of standard flooring.

7. For Green deduct \$5.00.

[Footnotes 3a and 7 added by Am. 5, effective 2-1-44]

**Miscellaneous**

15. Barge framing, paragraph 204, same price as select structural. Barge planking and decking, paragraph 235, add \$7.50 per M to the price of select structural.

16. Material graded according to paragraph 210 and 218 when sap limitation is waived deduct \$1.00 per M.

17. Paragraph 219, add \$2.00 per M, to No. 1 of the same size.

[Footnote 17 as amended by Am. 5, effective 2-1-44]

18. Cross ties and switch ties priced under Maximum Price Regulation No. 204.

TABLE 6—DROP SIDING AND RUSTIC

Drop siding, all patterns; rustic siding, shiplap; R/L dry	B & Better	"C"	"D"	"E" 1
1 x 4"	\$44.00	\$42.00	\$37.00	\$20.00
5/8 x 6"	45.00	43.00	33.00	20.00
1 x 6"	60.00	48.00	40.00	25.00
1 x 8"	63.00	50.00	43.00	25.00

<sup>1</sup> See grade definitions General Notes.

**Grain**

1. For V. G. add \$10.00 per M to the same size and grade and length.

**Lengths**

2. Random lengths as set forth in Standard Grading and Dressing Rules No. 12, paragraph 30.

3. Omitting short lengths in R/L loading, add to R/L price of the same size and grade:

5' and shorter	\$0.50
7' and shorter	1.00
9' and shorter	2.00
10' and shorter	3.00
12' and shorter	4.00

4. Specified lengths add to R/L price of the same size and grade:

12' and shorter	No addition
14'	\$3.00
16', 18', and/or 20'	\$5.00

4a. Short lengths in excess of percentage permitted in R/L loading, when specified, or when shipped with buyer's approval, deduct from R/L prices as follows:

1 1/2' to 3 1/2' B and Better and "C"	\$25.00
1 1/2' to 3 1/2' "D"	20.00
4' and 5' B and Better and "C"	15.00
4' and 5' "D"	8.00
6' and 7' B and Better and "C"	5.00
6' and 7' "D"	5.00

**Condition**

5. For Green deduct \$5.00.

[Footnotes 4a and 5 added by Am. 5, effective 2-1-44]

TABLE 7—BEVEL SIDING

R/L Dry	B & Better		"C"		"D"	
	V. G.	F. G.	V. G.	F. G.	V. G.	F. G.
1/2 x 4"	\$22.00	\$23.00	\$23.00	\$24.00	\$24.00	\$25.00
1/2 x 6"	31.00	30.00	29.00	28.00	28.00	27.00
1/2 x 8"	40.00	39.00	38.00	37.00	37.00	36.00
1/2 x 8"	53.00	54.00	51.00	52.00	47.00	48.00
1/2 x 10"	61.00	60.00	57.00	58.00	53.00	52.00

**Lengths**

1. Random lengths, regular bundling in accordance with paragraph 540 Standard Grading and Dressing Rules No. 12.

**Working charges**

2. Rabbetted bevel siding: add \$1.50 per M to standard pattern price of the same width and thickness.

TABLE 8—CEILING

R/L—all patterns—dry	B & Better	"C"	"D"	"E"
1/2 x 4"	\$37.00	\$35.00	\$28.00	\$20.00
1/2 x 4"	37.00	35.00	28.00	20.00
1/2 x 6"	45.00	43.00	36.00	29.00
1 x 4"	45.00	43.00	33.00	25.00
1 x 6"	50.00	48.00	40.00	25.00

1 See grade definition General Notes.

**Grain**

1. No addition for grain specification.

**Lengths**

2. Random lengths as set forth in Standard Grading and Dressing Rules No. 12, paragraph 30.

3. Omitting short lengths in R/L loading add to R/L price of the same size and grade:

5' and shorter	\$0.50
7' and shorter	1.00
9' and shorter	2.00
10' and shorter	3.00
12' and shorter	4.00

4. Specified lengths add to R/L price of the same size and grade:

12' and shorter	No addition
14'	\$3.00
16', 18' and/or 20'	5.00

4a. Short lengths in excess of the percentage permitted in R/L loading, when specified, or when shipped with buyer's approval, deduct from R/L prices as follows:

1 1/2' to 3 1/2' B and Better and "C"	\$15.00
1 1/2' to 3 1/2' "D"	12.00
4' and 5' B and Better and "C"	15.00
4' and 5' "D"	5.00
6' and 7' B and Better and "C"	5.00
6' and 7' "D"	5.00

[Footnote 4a added by Am. 5, effective 2-1-44]

TABLE 9—STEPPING

V. G., R/L—S3S and Nosed-dry	B & Better	"C"
5/4 x 10"	\$77.00	\$63.00
5/4 x 12"	82.00	73.00
6/4 x 10"	81.00	72.00
6/4 x 12"	84.00	75.00

**Lengths**

1. Random lengths regular loading is as follows:

B and Better and "C" grades:  
30 percent..... 3' to 9'  
70 percent..... 10' to 20'

1 Inclusion of 18' and/or 20' lengths is optional.

2. Omitting short lengths in R/L loading add to R/L price of the same size and grade:

5' and shorter	\$2.00
7' and shorter	3.00
9' and shorter	4.00
10' and shorter	5.00
12' and shorter	6.00

3. Specified lengths add to R/L price of the same size and grade:

14'	\$4.00
16', 18' and/or 20'	7.00

TABLE 10—CASING AND BASE

R/L, S4S, all patterns, dry	B & Better V. G.	B & Better F. G.	"C"
1 x 3"	\$74.00	\$64.00	\$60.00
1 x 4"	70.00	63.00	53.00
1 x 5"	73.00	65.00	60.00
1 x 6"	73.00	62.00	57.00
1 x 8"	74.00	62.00	57.00
1 x 10"	80.00	63.00	53.00
1 x 12"	85.00	63.00	61.00

TABLE 11—FRESH AND CLEAR

Regular loading R. L. S2S, S4S, A. L. S. cr rough-dry	B & Better V. G.	B & Better F. G.	"C" V. G.	"C" F. G.	"D" M. G. c	"D" V. G.
1 x 2"	\$33.00	\$30.00	\$25.00	\$24.00	\$43.00	\$30.00
1 x 3"	39.00	39.00	32.00	31.00	44.00	51.00
1 x 4"	45.00	43.00	36.00	35.00	41.00	47.00
1 x 5"	53.00	51.00	40.00	39.00	44.00	55.00
1 x 6"	63.00	57.00	45.00	44.00	43.00	50.00
1 x 8"	69.00	57.00	45.00	44.00	43.00	51.00
1 x 10"	75.00	61.00	52.00	50.00	44.00	57.00
1 x 12"	83.00	70.00	60.00	58.00	45.00	63.00
3/4 and 5/4 x 2"	71.00	62.00	43.00	42.00	42.00	53.00
3/4 and 5/4 x 3"	73.00	64.00	45.00	44.00	42.00	53.00
3/4 and 5/4 x 4"	69.00	59.00	40.00	39.00	42.00	51.00
3/4 and 5/4 x 5"	70.00	67.00	46.00	45.00	42.00	51.00
3/4 and 5/4 x 6"	75.00	62.00	42.00	41.00	47.00	57.00
3/4 and 5/4 x 8"	73.00	63.00	45.00	44.00	50.00	60.00
3/4 and 5/4 x 10"	82.00	69.00	50.00	49.00	51.00	64.00
3/4 and 5/4 x 12"	87.00	77.00	64.00	63.00	54.00	69.00
2 x 2"	65.00	57.00	42.00	41.00	43.00	50.00
2 x 3"	69.00	59.00	43.00	42.00	43.00	50.00
2 x 4"	63.00	53.00	42.00	41.00	43.00	47.00
2 x 5"	74.00	62.00	41.00	40.00	43.00	50.00
2 x 6"	73.00	67.00	44.00	43.00	43.00	52.00
2 x 8"	71.00	63.00	43.00	42.00	44.00	52.00
2 x 10"	73.00	63.00	43.00	42.00	45.00	53.00
2 x 12"	84.00	71.00	51.00	50.00	43.00	65.00

**Condition**

1. For green—deduct \$10.00 per M from the dry price of the same size and grade.

**Lengths**

2. Random lengths as set forth in Standard Grading and Dressing Rules No. 12, paragraph 30.

3. Omitting short lengths 20' and shorter add to R/L price of the same size and grade:

5' and shorter	\$0.50
7' and shorter	1.00
9' and shorter	2.00
10' and shorter	3.00
12' and shorter	4.00
14' and shorter	Specified length price.

4. Random length groups longer than 20' add to 4' to 20' R/L price.

**Lengths**

1. Random lengths as set forth in Standard Grading and Dressing Rules No. 12, paragraph 30.

2. Omitting short lengths in R/L add to R/L price of same size and grade:

5' and shorter	\$0.50
7' and shorter	1.00
9' and shorter	2.00
10' and shorter	3.00
12' and shorter	4.00

3. Specifying lengths add to R/L price of the same size and grade:

12' and shorter—No addition except \$5.00 per M addition to R/L price on 7' and 10' of the same size and grade in casing only.

14'	\$5.00
16', 18' and/or 20'	5.00

4. Specified odd and fractional lengths not listed—add \$3.00 per M to price of and compute footage on next longer listed length.

**Widths**

5. Fractional and odd widths not listed—same as next wider listed width, compute footage on next wider listed width.

6. Wider than 12": V. G. add \$5.00 per M to 12" price for each additional 1". F. G. add \$2.50 per M to 12" price for each additional 1".

**Thickness**

7. 3/8" casing and base same price as inch.

**Working charges**

8. Sanding: add \$10.00 per M.

9. For all patterns in quantities less than 2 M' add set-up charge of \$3.00.

[Footnote 9 as amended by Am. 2]

22' to 30'	\$10.00
32' to 40'	20.00
42' and longer	40.00

Omitting lengths longer than 20' within a R/L group add to R/L group price.

Omitting 1 length	\$1.00
Omitting 2 lengths	2.00
Omitting 3 lengths—Specified length price of lengths shipped.	

5. Specified lengths add to R/L—120' price of the same size and grade.

8', 10' and 12'	\$2.00
14'	3.00
16', 18' and/or 20'	5.00
22' and 24'	10.00
26', 28', 30', and 32'	15.00
34', 36', 38', and 40'	25.00

Longer than 40' add \$2.50 per M for each foot or fraction thereof to specified 40' lengths.

5a. Where an average length is required in random lengths within a specified range, apply for approval of price under § 12.

6. Fractional and odd lengths under 40'; add \$3.00 per M to price of and compute footage on next longer listed length.

[Footnote 6 as amended by Am. 2]

6a. Short lengths in excess of the percentage permitted in R/L loading, when specified, or when shipped with buyer's approval, deduct from R/L prices as follows:

1½' to 3½' All grades (except E)-----	\$20.00
4' and 5' B and Better and "C"-----	15.00
4' and 5' "D"-----	8.00
6' and 7' B and Better and "C"-----	5.00
6' and 7' "D"-----	5.00

**Widths**

7. Fractional and odd widths less than 12" not listed; same price as next wider listed width. Compute footage on and use weight for next wider listed width.

8. Even widths, wider than 12" V. G. add \$5.00 per M to 12" price for each additional 1"; F. G. add \$2.50 per M to 12" price for each additional 1". Odd or fractional widths wider than 12" same price as next wider even width. Compute footage on next wider even width.

**Thickness**

9. If over 2" and under 3" add \$5.00 per M to the price of 3" in Table 12 and compute footage on actual rough measurement.

[Footnotes 5 and 9 as amended; footnotes 5a and 6a added by Am. 5, effective 2-1-44]

TABLE 12—THICK CLEARS

B & Better Rough Green, paragraph 125

	F. G. 6/20'	V. G. 6/20'	F. G. 22/30'	V. G. 22/30'	F. G. 32/40'	V. G. 32/40'
3 x 3"-----	\$59.00	\$64.00	\$66.00	\$73.00	\$74.00	\$84.00
3 x 4"-----	57.00	62.00	64.00	71.00	72.00	82.00
3 x 6" & 8"-----	60.00	67.00	67.00	76.00	75.00	87.00
3 x 10" & 12"-----	63.00	72.00	70.00	81.00	78.00	92.00
4 x 4"-----	57.00	62.00	64.00	71.00	72.00	82.00
4 x 6"-----	57.00	64.00	64.00	73.00	72.00	84.00
4 x 8"-----	58.00	65.00	65.00	74.00	73.00	85.00
4 x 10" & 12"-----	63.00	72.00	70.00	81.00	78.00	92.00
5 x 5"-----	62.00	69.00	69.00	78.00	79.00	91.00
5 x 6" & 8"-----	63.00	70.00	70.00	79.00	80.00	92.00
5 x 10" & 12"-----	64.00	73.00	71.00	82.00	81.00	95.00
6 x 6"-----	60.00	67.00	67.00	76.00	77.00	89.00
6 x 8"-----	61.00	68.00	68.00	77.00	78.00	90.00
6 x 10" & 12"-----	62.00	71.00	69.00	80.00	79.00	93.00
8 x 8"-----	62.00	69.00	69.00	78.00	79.00	91.00
8 x 10"-----	63.00	72.00	70.00	81.00	80.00	94.00
8 x 12"-----	64.00	73.00	71.00	82.00	81.00	95.00
10 x 10" & 12"-----	66.00	75.00	73.00	84.00	83.00	97.00
12 x 12"-----	68.00	77.00	75.00	86.00	85.00	99.00

**Conditions**

1. For dry add to the green price for the same size, grain and grades: 3" and 4" thickness 6/20'—\$10.00; 22/30'—\$15.00; 32/40'—\$20.00; 5" and 6" thickness 6/20'—\$15.00; 22/30'—\$20.00; 32/40'—\$25.00; 8" and thicker 6/20'—\$20.00; 22/30'—\$25.00; 32/40'—\$30.00.

[Footnote 1 as amended by Am. 2]

**Grade differentials**

2. "C" grade deduct \$5.00 per M from B & Better price of the same size.  
3. Turning squares add \$5.00 per M to B & Better price of the same size.

**Lengths**

4. Omitting short lengths in R/L 20' and

**Working charges**

10. D and M, any working, 1" and ½" wider than 6", and ¾" and ¾" all widths: add \$2.00 per M.

1" and ½" 6" and narrower: price as Flooring from table 5 or, on unusual specifications, apply for price approval under § 12.

[Footnote 10 amended by Am. 4 and Am. 5, effective 2-1-44]

11. Sanding add \$10.00 per M.  
12. Rabbetted jambs, sills, nosing, or other special patterns not covered in other price tables add \$5.00 per M; for orders less than 2 M' of these patterns add an additional \$3.00 set-up charge.

13. Surfacing longer than 40' add \$0.25 per lineal foot for each lineal foot over 40'.

**Miscellaneous**

14. Ship Plank: Paragraph 287, same price as B & Better.

15. Tank Stock: Paragraph 293, 294, and 294.1 add \$8.00 per M to the B & Better price.

16. Pipe Stave Stock: Paragraph 292, add \$2.00 per M to the B & Better price.

17. Door Stock: B & Better (i. e. graded poorer side) add \$4.00 per M to B & Better price of the same size.

18. Sap limit waived deduct \$2.00 per M.

19. Panel Stock: Paragraph 259 (a) add \$5.00 per M to B & Better price of the same size.

20. Scaffold Plank: Paragraph 288, add \$14.00 per M to "C" price for same size and grain. (For Structural grade, paragraph 289, See Tables 2, 3, or 4.)

21. Pole Stock: Paragraph 296, add \$20.00 per M to B & Better.

[Footnote 11 deleted, Footnotes 12 through 22 renumbered 11 through 21 and new footnote 12 amended by Am. 5, effective 2-1-44]

5. Specified lengths add to the R/L price of the same size and grade: 6/20'—\$3.00; 22/30'—\$5.00; 32/40'—\$7.50.

6. Lengths longer than 40'—add \$5.00 per M for each 2' or fraction thereof to the 40' specified length price. Compute footage on actual length.

7. Specified fractional and odd lengths not listed—add \$3.00 per M to price of and compute footage on next longer listed length.

7a. For omitting any lengths in R/L groups covering more than one length bracket, the additions permitted by footnote 4 may be made only within the bracket from which lengths have been omitted.

7b. For random lengths in any specified range, and where an abnormal average length is required, the price shall be the specified length price of the length specified as an average. No addition may be made for omitting lengths. If the average specified is an odd length the price of the next longer even length shall apply.

**Widths**

8. Fractional and odd widths not listed: Same price as next wider even width. Compute footage on next wider even width.

9. Wider than 12" for V. G. add \$10.00 per M to 12" price for each additional 2". For F. G. add \$5.00 per M to 12" price for each additional 2".

**Thickness**

10. Fractional and odd thicknesses not listed: add \$5.00 per M to next thicker even size and compute footage on actual rough measure.

11. For even thickness heavier than 12" add \$5.00 per M for each 1" thicker than 12".

**Working charges**

12. Surfacing dry clears S18, S1E, S2S, S2E, S1S1E, S1S2E, S2S1E or S4S to A. L. S., add \$3.00 per M to the rough dry price.

13. Surfacing green clears S18, S1E, S2S, S2E, S1S1E, S1S2E, S2S1E, or S4S to A. L. S., add \$2.00 per M to rough green prices.

14. For T and G, Shiplap or Outgauged, add \$5.00 per M to the rough price. These workings include surfacing.

[Footnotes 7a and 7b added; 8, 12, 13 and 14 amended by Am. 5, effective 2-1-44]

15. Surfacing lengths longer than 40' add \$0.25 per M per lineal foot for each additional foot over 40'.

**Miscellaneous**

16. Ship plank, paragraph 287, same price as B & Better.

17. Scaffold Plank, paragraph 288 add \$14.00 per M to "C" Clear price for same size and grain specifications.

18. Tank Stock, paragraphs 293 294 and 294.1, add \$8.00 per M to B & Better price for same size and grain specification.

19. Pipe Stock, paragraph 292, add \$2.00 per M to B & Better price for same size and grain specification.

20. Cross arms, paragraph 297, same price as "C" Clear.

21. Sap limit waived deduct \$3.00 per M.

22. Pole Stock, paragraph 296, add \$25.00 per M to B & Better price.

23. [Revoked]

[Footnote 23 revoked by Am. 2]

TABLE 13—LADDER STOCK

Paragraph 295—10/20' Rough Green  
4/4 x 3" and 4/4 x 3¼"----- \$85.00

shorter add to R/L price of the same size and grade:

7' and shorter-----	\$0.50
9' and shorter-----	1.00
10' and shorter-----	1.50
12' and shorter-----	2.00
14' and shorter-----	Specified length price.

Omitting lengths longer than 20' within a R/L group add to R/L group price:

Omitting 1 length-----	\$1.00
Omitting 2 lengths-----	2.00
Omitting 3 lengths-----	Specified length price of lengths shipped.

[Footnote 4 amended by Am. 2 and Am. 5, effective 2-1-44]

Conditions:

- Dry add to rough green price:
  - Per M
  - 24' and shorter..... \$10.00
  - Longer than 24'..... 15.00
- Specified lengths add to base price:
  - 10/24'..... 10.00
  - 26/32'..... 30.00
  - 34/40'..... 60.00
  - Longer than 40'..... \$20.00 for each additional foot to 40' price
- Widths:
  - 3 1/2" to 4"..... 5.00
  - 4 1/2" to 5"..... 10.00
  - 5 1/2" to 6"..... 20.00
  - 6 1/2" to 7"..... 30.00
- Add to the base price:
  - 1 1/2" and 1 1/4"..... 5.00
  - 1 3/4" and 1 3/8"..... 10.00
  - 2" and thicker..... 15.00

Working Charges

5. Surfacing to standard sizes or working to pattern add \$5.00 per M to the same size and length.

Miscellaneous

6. Hemlock and Noble Fir, paragraph 470, add \$10.00 per M.

INDUSTRIAL GRADES

TABLE 14—SHOP

Green, rough	TABLE 14—SHOP			
	Select V. G.	No. 1 V. G.	No. 2 V. G.	No. 3 V. G.
4/4 to 8/4 x 5' and wider.....	\$45.00	\$35.00	\$25.00	\$18.00
10/4'.....	50.00	40.00	30.00	23.00
12/4'.....	53.00	43.00	33.00	26.00

  

K.D. rough	TABLE 14—SHOP			
	Select V. G.	No. 1 V. G.	No. 2 V. G.	No. 3 V. G.
4/4 x 5' and wider.....	\$50.00	\$40.00	\$30.00	\$23.00
1 3/8" to 5 1/2".....	52.50	42.50	32.50	25.50
10/4'.....	60.00	50.00	40.00	33.00
12/4'.....	63.00	53.00	43.00	36.00

[Table added by Am. 5, effective 2-1-44]

Grain

- F. G. Rough, Green deduct from the price of V. G. Rough Green: 4 1/4" to 2" Select, No. 1 and No. 2 \$7.00; No. 3 \$4.00; 10/4" and 12/4" Select, No. 1 and No. 2 \$12.00; No. 3 \$9.00.
- P. O. Rough, K. D. deduct from the price of V. G. Rough K. D.: 4 1/4" Select, No. 1 and No. 2 \$7.00; No. 3 \$4.00; 1 3/8" to 8/4" Select, No. 1 and No. 2 \$12.00; No. 3 \$6.50; 10/4" and 12/4" Select, No. 1 and No. 2 \$12.00; No. 3 \$14.00.

[Footnotes 1 and 2 as amended by Am. 5, effective 2-1-44]

Width and Thickness

3. Invoiced upon nominal sizes shown in paragraphs 258 and 264.

Working charges

4. Surfacing add \$1.00 per M.

TABLE 15—HEMLOCK BOX

	No. 1	No. 2	No. 3	Mill run
1/4 and thicker R/W and R/L Rough Dry.....	\$27.50	\$23.50	\$10.50	\$25.70

Condition

1. Green: deduct 10% from rough dry price.

Widths

2. Specified widths add to R/W price: Under 10'..... No addition. 10' and 12'..... Add \$1.00 per M to R/W price. 14' and wider..... Add \$2.00 per M to R/W price.

Thickness

3. Less than 4/4: Price of 4/4 but compute on net size.

Working charges

4. Surfaced: Add \$1.00 per M to rough price.

TABLE 16—CAR FRAMING, ETC.

[See note 6 under General notes on all railway and car material] Selected Framing, Sills, Purlins, Slats, Running Boards, Etc., Par. 221, 223, Rough Green.

Thickness (inches)	Width	Specified Lths. 20' & Under		Specified Lths. Over 20' to 24'		Specified Lths. Over 24' to 32'		Specified lengths, over 32' to 40'		Specified lengths, over 40' to 44'	
		Even lengths	Odd & Fr/Lths.	Even Lengths	Odd & Fr/Lths.	Even Lengths	Odd & Fr/Lths.	Even lengths	Odd & Fr/Lths.	Even lengths	Odd & Fr/Lths.
1"	Even widths, 2" to 6".....	\$38.00	\$41.00	\$42.00	\$44.00	\$48.00	\$50.00	-----	-----	-----	-----
	Even widths, 8" to 12".....	39.00	42.00	43.00	46.00	49.00	51.00	-----	-----	-----	-----
	Odd & fr. widths, 2 1/2" to 13 1/4".....	43.00	46.00	47.00	49.00	53.00	55.00	-----	-----	-----	-----
1 1/2", 1 1/4"	Even widths, 2" to 6".....	44.00	47.00	48.00	50.00	54.00	56.00	-----	-----	-----	-----
	Even widths, 8" to 12".....	45.00	48.00	49.00	51.00	55.00	57.00	-----	-----	-----	-----
	Odd & fr. widths, 2 1/2" to 13 1/4".....	49.00	52.00	53.00	55.00	59.00	61.00	-----	-----	-----	-----
1 3/4"	Even widths, 2" to 6".....	40.00	43.00	44.00	46.00	50.00	52.00	-----	-----	-----	-----
	Even widths, 8" to 12".....	41.00	44.00	45.00	47.00	51.00	53.00	-----	-----	-----	-----
	Odd & fr. widths, 2 1/2" to 13 1/4".....	45.00	48.00	49.00	51.00	55.00	57.00	-----	-----	-----	-----
2"	Even widths, 2" to 6".....	46.00	49.00	50.00	52.00	56.00	58.00	-----	-----	-----	-----
	Even widths, 8" to 12".....	47.00	50.00	51.00	53.00	57.00	59.00	-----	-----	-----	-----
	Odd & fr. widths, 2 1/2" to 13 1/4".....	51.00	54.00	55.00	57.00	61.00	63.00	-----	-----	-----	-----
2 1/4", 2 1/2", 2 3/4"	Even widths, 2" to 6".....	48.00	51.00	52.00	54.00	58.00	60.00	-----	-----	-----	-----
	Even widths, 8" to 12".....	49.00	52.00	53.00	55.00	59.00	61.00	-----	-----	-----	-----
	Odd & fr. widths, 2 1/2" to 13 1/4".....	53.00	56.00	57.00	59.00	63.00	65.00	-----	-----	-----	-----
3" & 4"	Even widths, 2" to 6".....	50.00	53.00	54.00	56.00	60.00	62.00	-----	-----	-----	-----
	Even widths, 8" to 12".....	51.00	54.00	55.00	57.00	61.00	63.00	-----	-----	-----	-----
	Odd & fr. widths, 2 1/2" to 13 1/4".....	55.00	58.00	59.00	61.00	65.00	67.00	-----	-----	-----	-----
3 1/4", 3 1/2", 3 3/4"	Even widths, 2" to 6".....	52.00	55.00	56.00	58.00	62.00	64.00	-----	-----	-----	-----
	Even widths, 8" to 12".....	53.00	56.00	57.00	59.00	63.00	65.00	-----	-----	-----	-----
	Odd & fr. widths, 2 1/2" to 13 1/4".....	57.00	60.00	61.00	63.00	67.00	69.00	-----	-----	-----	-----
4" to 5 1/4"	Even widths, 2" to 6".....	54.00	57.00	58.00	60.00	64.00	66.00	-----	-----	-----	-----
	Even widths, 8" to 12".....	55.00	58.00	59.00	61.00	65.00	67.00	-----	-----	-----	-----
	Odd & fr. widths, 2 1/2" to 13 1/4".....	59.00	62.00	63.00	65.00	69.00	71.00	-----	-----	-----	-----
6, 8, 10 & 12"	Even widths, 2" to 6".....	56.00	59.00	60.00	62.00	66.00	68.00	-----	-----	-----	-----
	Even widths, 8" to 12".....	57.00	60.00	61.00	63.00	67.00	69.00	-----	-----	-----	-----
	Odd & fr. widths, 2 1/2" to 13 1/4".....	61.00	64.00	65.00	67.00	71.00	73.00	-----	-----	-----	-----
6 1/4" to 9 1/4"	Even widths, 2" to 6".....	58.00	61.00	62.00	64.00	68.00	70.00	-----	-----	-----	-----
	Even widths, 8" to 12".....	59.00	62.00	63.00	65.00	69.00	71.00	-----	-----	-----	-----
	Odd & fr. widths, 2 1/2" to 13 1/4".....	63.00	66.00	67.00	69.00	73.00	75.00	-----	-----	-----	-----
Odd & Fr. Thk.	Even widths, 2" to 6".....	60.00	63.00	64.00	66.00	70.00	72.00	-----	-----	-----	-----
	Even widths, 8" to 12".....	61.00	64.00	65.00	67.00	71.00	73.00	-----	-----	-----	-----

[Table amended by Am. 2 and Am. 4]

**Grain**

1. V. G. add to the same size and grade; 4" and narrower—\$10.00; wider than 4"—\$15.00 per M.

**Condition**

2. For dry add to the green price of the same size, grade and grain specifications under 2"—\$5.00 per M; 2" to 3"—\$10.00 per M; over 3"—\$15.00 per M.

**Lengths**

3. Lengths longer than listed, add \$2.00 per M for each extra 2" to the longest length price shown.

**Widths**

4. Even widths wider than listed, add \$1.00 per inch or fraction thereof to the widest listed even width.

[Footnote 4 as amended by Am. 4]

4a. Odd or fractional widths wider than listed add \$1.00 per inch or fraction thereof to the widest listed odd and fractional width.

[Footnote 4a added by Am. 4]

**Working charges**

5. Surfacing S1S, S1E, S2S, S2E, S1S1E, S1S2E, S2S1E, or S4S, add \$2.00 per M.

[Footnote 5 as amended by Am. 2]

6. Other workings, add \$4.00 per M to rough price.

**Miscellaneous**

7. Select structural paragraph 222 add \$4.00 per M to the same size and grain specifications.

8. No. 1 paragraph 224, deduct \$2.00 per M from the same size.

9. Sizes thicker than listed use 12" price.

[Footnote 9 as amended by Am. 2]

TABLE 17.—CAR LINING, ROOFING, SIDING

B & Better car lining and roofing dry, flat grain, par. 240 and 245.

	1x4" D & M 2 1/2 x 3 1/2" A. L. S.	1x6" D & M 2 1/2 x 5 1/2" A. L. S.
6'	\$45.00	\$50.00
6'	45.00	50.00
8'	55.00	55.00
9'	60.00	61.00
10'	57.00	58.00
12'	57.00	58.00
14'	57.00	58.00
16'	64.00	65.00
18' & 20'	69.00	70.00
22' & 24'	80.00	80.00
6/20 R/L	53.00	53.00
8/20 R/L	54.00	54.00
10/20 R/L	56.00	56.00

NOTE: B & better car siding A. A. R. Standard patterns dry, flat grain, par. 237 add \$5.00 to price of car lining.

**Grain**

1. V. G. add to flat grain price; 1 x 4"—\$10.00 per M; 1 x 6"—\$15.00 per M.

**Grade differentials**

2. "C" lining, roofing, and siding paragraphs 241, 246, and 238—deduct \$2.00 per M from B and Better price of the same item.

3. "Selected" roofing and lining (grain tight) paragraphs 247 and 242—deduct \$3.00 from B & Better price.

**Condition**

4. Green—deduct \$5.00 per M from dry price.

**Lengths**

5. Specified odd or fractional lengths not listed add \$2.00 per M to price of and compute footage on basis of next longer even listed length.

**Widths**

6. For 1 x 3"—add \$5.00 per M to the price of 1 x 4" in 9' and 10'; other lengths same as 1 x 4".

7. For 1 x 5"—add \$5.00 per M to the price of 1 x 6".

**Working charges**

8. Blanked S1S, S2S, S3S, or S4S add \$2.00 per M to D and M price.

9. Patterns other than D and M, A. L. S. or A. A. R. Standards, add \$5.00 per M to the D and M price.

[Footnote 9 as amended by Am. 5, effective 2-1-44]

**Miscellaneous**

10. Rough deduct \$2.00 per M from D and M price.

11. Insulation, paragraph 243 deduct \$10.00 per M from B and Better price.

TABLE 18.—SHEATHING, DECKING, END LINING

B and Better Horizontal Sheathing, Decking, and End Lining Par. 249 and 254. Dry, Flat Grain, T and G or Shiplap.

2 x 4-3 1/2" over all or less		2 x 6-5 1/2" over all or less	
8'	\$67.00	8'	\$60.00
9'	62.00	9'	65.00
10'	61.00	10'	64.00
12'	60.00	12'	63.00
14'	60.00	14'	63.00
16'	67.00	16'	70.00
18' & 20'	72.00	18' & 20'	75.00
22' & 24'	82.00	22' & 24'	85.00
8/20 R/L	58.00	8/20 R/L	61.00

**Grain**

1. 2 x 4 V. G. add \$10.00 per M to F. G. price; 2 x 6 V. G. add \$15.00 per M to F. G. price.

**Grade differentials**

2. "C" grade, paragraphs 250 and 255, deduct \$5.00 per M from B and Better.

**Condition**

3. Green deduct \$10.00 per M from dry price.

**Lengths**

4. Specified fractional or odd lengths not listed add \$2.50 per M to the price of and compute footage on next even listed length.

**Widths**

5. Add to 2 x 6" price, for 2 x 8" \$3.00 per M; for 2 x 10" \$7.50 per M.

**Thickness**

6. 1 1/4" and 1 1/2" thickness dry add \$5.00 per M to the dry price; green deduct \$5.00 per M from the dry price.

7. 2 1/4", 2 1/2" and 2 3/4" thickness add \$5.00 per M to the 2" price.

**Working charges**

8. Blanked S1S, S2S, S3S, or S4S same price as T. and G.

9. Patterns other than listed or wider than

listed for 2 x 5" and 2 x 6" but not exceeding 3 3/4" and 5 3/4" over all add \$3.00 per M.

**Miscellaneous**

10. Rough deduct \$2.00 per M from T. and G. price.

TABLE 19.—SELECTED CAR DECKING AND END LINING

Par. 231 Rough Green	8' 6"	9'	9' 6"	10'	10' 6"
1 1/2" and 1 3/4" x 6", 8" and 10"	\$44.00	\$42.00	\$43.00	\$41.00	\$40.00
2 x 6", 8" and 10"	37.00	35.00	36.00	34.00	33.00
2 1/4", 2 1/2" and 2 3/4" x 6", 8" and 10"	39.00	37.00	38.00	36.00	35.00
3 x 6", 8" and 10"	38.00	36.00	37.00	35.00	34.00

**Grain**

1. V. G. 4" and narrower add \$10.00 per M; wider than 4" add \$15.00 per M.

**Grade differentials**

2. No. 1 car decking, paragraph 252, deduct \$2.00 per M from price of selected.

**Condition**

3. Dry less than 2" add \$5.00 per M; 2" and thicker add \$10.00 per M.

**Lengths**

4. Lengths longer than listed add \$1.00 to 10' price for each additional foot over 10'.

**Widths**

5. Odd or fractional widths add \$3.00 per M to next wider even width.

**Working charges**

6. Surfacing S1S, S2S, S2S1E, S1S2E, S4S, T. and G., or Shiplap to A. L. S. or A. A. R. Standards, add \$2.00 per M; surfacing thicker or wider than A. A. R. Standards, add \$3.00 per M to the rough price.

[Footnote 6 as amended by Am. 5, effective 2-1-44]

**General notes on all railway and car material**

1. For grades other than those contained in W. C. L. A. car materials rules, the maximum price shall be the price for the W. C. L. A. grade and specification to which the other grade and specification most closely conforms.

2. Western hemlock—price shall be \$1.00 per M less than Douglas Fir price of same item.

3. "C & Better"—invoice "C" and "B & Better" at price shown for each grade.

4. Random lengths other than listed—invoice each length at specified length price and deduct \$3.00 per M.

5. Clear framing and running boards, Par. 226, 227, 229, 230, 232, and 233—add \$5.00 to price of same item (same size, length, grain, seasoning and grade) shown in Table 11 for "Finish and Clears" under 3", and Table 12 for "Clears" for 3" and thicker.

6. The maximum prices shown in Tables 16, 17, 18 and 19 apply only to direct-mill shipments [See section 3 (a)] and only where final delivery is to railroad-car builders, railroad-car-and-equipment repair shops, railroad companies, or other operators, builders, or repairers of essential transportation or communication facilities, except on specific individual approval by the Lumber Branch of the Office of Price Administration.

[Footnote 6 added by Am. 4]

SHIP DECKING AND PONTON GRADES

TABLE 20—SHIP DECKING

Rough green par. 286 and margin pieces	8/40 av. 12'	10/40 av. 14'	12/40 av. 16'	14/40 av. 18'	16/40 av. 20'	18/40 av. 22'	20/40 av. 24'	22/40 av. 25'	24/40 av. 25'	26/40 av. 25'	28/40 av. 25'	30/40 av. 24'	32/40 av. 24'	34/40	36/40
1 x 3"	\$75.00	\$80.00	\$85.00	\$90.00	\$95.00										
1 x 4"	75.00	80.00	85.00	90.00	95.00										
1 x 5"	82.00	87.00	92.00	97.00	102.00										
1 x 6"	80.00	85.00	90.00	95.00	100.00										
2 x 3"	75.00	80.00	85.00	90.00	95.00	\$100.00	\$105.00	\$110.00	\$115.00	\$120.00	\$125.00	\$130.00	\$135.00	\$140.00	\$145.00
2 x 4"	75.00	80.00	85.00	90.00	95.00	100.00	105.00	110.00	115.00	120.00	125.00	130.00	135.00	140.00	145.00
2 x 5"	82.00	87.00	92.00	97.00	102.00	107.00	112.00	117.00	122.00	127.00	132.00	137.00	142.00	147.00	152.00
2 x 6"	80.00	85.00	90.00	95.00	100.00	105.00	110.00	115.00	120.00	125.00	130.00	135.00	140.00	145.00	150.00
3 x 3"	82.00	87.00	92.00	97.00	102.00	107.00	112.00	117.00	122.00	127.00	132.00	137.00	142.00	147.00	152.00
3 x 4"	78.00	83.00	88.00	93.00	98.00	103.00	108.00	113.00	118.00	123.00	128.00	133.00	138.00	143.00	148.00
3 x 5"	82.00	87.00	92.00	97.00	102.00	107.00	112.00	117.00	122.00	127.00	132.00	137.00	142.00	147.00	152.00
3 x 6"	80.00	85.00	90.00	95.00	100.00	105.00	110.00	115.00	120.00	125.00	130.00	135.00	140.00	145.00	150.00
4 x 3"	75.00	80.00	85.00	90.00	95.00	100.00	105.00	110.00	115.00	120.00	125.00	130.00	135.00	140.00	145.00
4 x 4"	82.00	87.00	92.00	97.00	102.00	107.00	112.00	117.00	122.00	127.00	132.00	137.00	142.00	147.00	152.00
4 x 6"	80.00	85.00	90.00	95.00	100.00	105.00	110.00	115.00	120.00	125.00	130.00	135.00	140.00	145.00	150.00

Grade Differential

Lengths

1. "C" grade Ship Decking (as now established by the West Coast Bureau of Grades and Inspection), deduct \$5.00 per M from paragraph 286 prices.

2. For specified lengths up to and including 31 feet: add \$5.00 per M feet to the corresponding average length price listed above. Specified lengths 36' to 40' to be priced at the 34' specified length price.

	8/40	10/40	12/40	14/40	16/40	18/40	20/40	22/40	24/40	26/40	28/40	30/40	32/40	34/40	36/40
For 14' av. add	\$4.00														
For 16' av. add	8.00	\$4.00													
For 18' av. add	12.00	8.00	\$4.00												
For 20' av. add	16.00	12.00	8.00	\$4.00											
For 22' av. add	20.00	16.00	12.00	8.00	\$4.00										
For 24' av. add	24.00	20.00	16.00	12.00	8.00	\$4.00									
For 26' av. add	28.00	24.00	20.00	16.00	12.00	8.00	\$4.00								
For 28' av. add	32.00	28.00	24.00	20.00	16.00	12.00	8.00	\$4.00							
For 30' av. add	36.00	32.00	28.00	24.00	20.00	16.00	12.00	8.00	\$4.00						
For 32' av. add	40.00	36.00	32.00	28.00	24.00	20.00	16.00	12.00	8.00	\$4.00					
For 34' av. add	44.00	40.00	36.00	32.00	28.00	24.00	20.00	16.00	12.00	8.00	\$4.00				
For 36' av. add	48.00	44.00	40.00	36.00	32.00	28.00	24.00	20.00	16.00	12.00	8.00	\$4.00			

3. Where maximum length of any R/L specification is reduced to:

38' deduct	\$2.00
36' deduct	4.00
34' deduct	6.00
32' deduct	8.00
30' deduct	10.00
28' deduct	10.00
26' deduct	10.00
24' deduct	12.00
22' deduct	12.00
20' deduct	12.00

4. Specified fractional and odd lengths add \$3.00 per M to the specified length price of, and compute footage on next longer even length.

5. Lengths longer than 40' add \$2.50 per M for each foot or fraction thereof to the 40'

specified length price. Compute footage on actual length.

Widths

6. Fractional widths add \$5.00 per M to next narrower listed width and compute footage on actual size.

7. Widths wider than listed up to and including 10" add \$5.00 per inch to the 6 inch price, wider than 10" add \$7.50 per inch to the 6" price.

Thickness

8. Fractional thicknesses add \$5.00 per M to the next less listed thickness and compute footage on actual size.

9. Even thicknesses thicker than listed add \$5.00 per M to the thickest listed thickness of the same width and length.

Working charges

10. Surfacing S1S, S23, S33, S4S, green or dry add \$3.00 per M to rough price.

11. Combined Surfacing and Outgauging, add \$5.00 per M to rough price.

[Footnotes 1 and 11 as amended by Am. 5, effective 2-1-44]

Condition

12. Dry decking 2" thick and under add \$15.00 per M; over 2" add \$25.00 per M.

Miscellaneous

13. Waiving sap limitation, paragraph 283, deduct \$3.00 per M from the same size and length.

TABLE 21—PONTON LUMBER

U. S. Army specifications	Specification number	Net size per piece	Nominal size	Maximum price
<b>25-TON MODEL, 1940</b>				
Chess	T-1033	2 1/2 x 11 1/2-15'	3 x 12 1/2-16'	\$50.00
Half Chess	T-1033	2 1/2 x 5 1/2-15'	3 x 6-15'	70.00
Sill	T-1036	2 1/2 x 9 1/2-15'	3 1/2 x 10 1/2-16'	150.00
Pontoon Balk	T-1037	5 1/2 x 7 1/2-21'	6 1/2 x 8 1/2-22'	175.00
Trestle Balk	T-1037	5 1/2 x 7 1/2-15'	6 1/2 x 8 1/2-16'	170.00
Transverse Balk	T-1035	2 x 10-14 1/2-15'	2 1/2 x 13 1/2-16'	40.00
Spacer Blocks	T-1068	1 1/2 x 2 1/2-10'	1 1/2 x 3 1/2-11'	75.00
Spacer Blocks	T-1068	1 1/2 x 4-10'	1 1/2 x 5 1/2-11'	75.00
<b>10-TON MODEL, 1938</b>				
Trestle Balk	T-1366	4 x 6-15' 4 1/2"	4 1/2 x 6 1/2-16'	155.00
Chess	T-1367	2 1/2 x 11 1/2-12'	2 1/2 x 12 1/2-12'	80.00
Half Chess	T-1367	2 1/2 x 5 1/2-12'	2 1/2 x 6-12'	70.00
Sill	T-1363	5 1/2 x 7 1/2-15'	6 1/2 x 8 1/2-14'	170.00
Pontoon Balk	T-1369	4 x 6-21' 5"	4 1/2 x 6 1/2-22'	160.00

Compute footage on nominal sizes.

MISCELLANEOUS ITEMS

TABLE 22—LATH

	1/2" Fence lath	No. 1	No. 2
4' Lath green or dry, for 1,000 pieces...	\$6.25	\$5.00	\$4.00

(1) Fence lath may contain 20% No. 2; for 100% No. 1 add \$1.00

TABLE 23—CORN CRIBBING AND WELL CURBBING

R/L dry	O & better	"D"	No. 1 common
1 x 4"	\$47.00	\$41.00	\$30.00
1 x 6"	51.00	44.50	41.00
2 x 6"	53.50	45.50	42.00

Lengths

1. Random Lengths 6/20'.
2. Specified or random lengths 14' to 20' add \$5.00 per M to R/L price.

TABLE 24—GUTTER

Paragraph 232 green R/L.....	8/40	10/40	20/40
3x4, 3x5, 4x5, and 4x6.....	\$78.00	\$80.00	\$83.00

Lengths

1. Specified length 8/20' add \$5.00 per M, 22/30' add \$8.00 per M, 32/40' add \$10.00 per M.

TABLE 25—SLO STOCK

R/L Dry (Run to pattern)	B & Better Para. 164	Select Mer. Para. 165
2 x 6—8/20'.....	\$63.00	\$53.00
22/30'.....	73.00	63.00
32/40'.....	83.00	73.00

Condition

1. Green deduct \$10.00 per M.

Lengths

2. Specified lengths—add to R/L price same size and grade:
 

8' 10' & 12'.....	\$2.00
14'.....	3.00
16' 18' & 20'.....	5.00
22' & 24'.....	10.00
26', 28', 30' & 32'.....	15.00
34' 36' 38' & 40'.....	25.00

TABLE 26—PICKETS

No. 1 Pickets—Paragraph 181—Dry per M Pieces

	3'	3'6"	4'	5'	6'
1 x 3 Gothic S4S.....	\$35.00	\$41.00	\$46.00	\$55.00	\$63.00

No. 2 pickets deduct \$10.00 per M pieces. Pointed one angle only deduct from Gothic price per M pieces—\$3.00. Pointed two angles deduct from Gothic price per M pieces—\$2.00.

[Table heading as amended by Am. 2]

SEC. 24. Other West Coast lumber (Western Hemlock and True Fir). The

maximum prices for other West Coast lumber (Western Hemlock and all species of True Fir) f. o. b. mill per one thousand feet board measure where shipment originates at a mill shall be as follows:

(a) For boards and lath: Same as Douglas fir prices.

(b) For all other items, unless specifically provided for: deduct \$1.00 per MBM from maximum price for corresponding item in Douglas fir (section 23).

[Paragraphs (a) and (b) as amended by Am. 2]

SEC. 25. General notes. (Applies to Entire Article V.)

1. Additions for special provisions permitted by this § 25 may be made only when the special provisions are not included in the desired grade and are specifically requested by the buyer. When additions are made for paragraphs 300, 301, 302, 303, and 305, the mill must furnish, with a copy retained in each seller's files, an official certificate of grade by the W. C. L. A., F. L. I. B., or any agency approved by the Portland Office of the Office of Price Administration. This certificate must be attached to the original invoice, except on truck orders involving more than one shipment where a certificate must be furnished either upon completion of the order, or at the end of every thirty-day period during the time of shipment on such specific order. This rule applies regardless of quantity, except that an order for less than 10,000 board feet for truck shipment direct to the job may be covered by mill certificate only.

When the buyer specifies inspection by his own or any other agency (which agency must have been approved by the Portland office), the purchaser may pay the cost of inspection without adjustment of the seller's price provided the purchaser shows that he has customarily borne the cost of inspection since October 1, 1941.

[Note 1 amended by Am. 2 and Am. 5, effective 2-1-44]

2. Hemlock may not include paragraph 302, the grade of Select Structural, or any stress grade higher than 1200 F.

Grain

The grain additions may be added only to the following grades. (W. C. L. A. Standard Grading and Dressing Rules No. 13.)

I. Medium grain—Paragraph 300 add \$1.00 per M. (Paragraphs 199, 200, 221, 223, 224, 251 and 252.) Hemlock comparative grades.

II. Close grain—Paragraph 301 add \$3.00 per M. (Paragraphs 194, 195, 199, 200, 216, 219, 221, 223, 224, 251, 252, 284 and 285.) Hemlock comparative grades.

III. Dense Grain—Paragraph 302 add \$5.00 per M. (Paragraphs 194, 195, 199, 200, 210, 214, 215, 218, 219, 221, 222, 223, 224, 251, 252, 284, 285, and 289.)

[Note III as amended by Am. 2]

Heartwood

(When specified in grades of No. 1 and better, 3" and thicker)

IV. 75% Heartwood paragraph 303 (A and D) add \$0.50 per M to price of the same size, length and grade.

V. 85% Heartwood paragraph 303 (B and E)—Add \$1.50 per M to price of same size, length and grade except addition to paragraphs 210 and 218—add \$1.00 per M only.

VI. 90% Heartwood paragraph 303 (C and F)—Add \$2.50 per M to price of the same size, length and grade except addition to paragraph 210 and 218 add \$2.00 per M only.

VII. 100% Heartwood or free from sap—add \$4.00 per M to the price of the same size, length and grade.

[Sub-caption as amended by Am. 2]

Square edge

VIII. Square edge add \$0.50 per M to the price of the same size, length and grade only in select merchantable and higher.

Slope of grain

IX. No. 1 and higher grades of common when not provided for in grades specified, slope of grain not exceeding 1" in 10" add \$0.50 per M; for 1" in 12", add \$1.00 per M; for 1" in 15", add \$2.00 per M to the price of the same size, length and grade.

X. "D" and better grades: Slope of grain not exceeding 1" in 10", add \$1.00 per M; for 1" in 12", add \$2.00 per M; for 1" in 15", add \$4.00 per M to the price of the same size, length and grade.

XI. Add for side cut (F. O. H. C.)—The following charges are for all lengths:

	No. 1	Sel. Merch.	Sel. Struct.
3 x 10 & 3 x 12'	\$0.50	\$0.50	\$0.50
3 x 14 & 3 x 16'	1.00	1.00	1.00
3 x 18'	2.00	2.00	2.00
4 x 10 & 4 x 12'	.50	.50	.50
4 x 14 & 4 x 16'	1.00	1.00	1.00
4 x 18'	2.00	2.00	2.00
6 x 6 & 6 x 8'	1.50	1.50	1.50
6 x 10 & 6 x 12'	2.50	2.50	2.50
6 x 14'	3.00	2.70	2.00
6 x 16'	5.00	4.00	3.50
6 x 18'	6.00	5.00	4.50
8 x 8'	2.70	2.00	1.50
8 x 10 & 8 x 12'	4.00	3.00	2.00
8 x 14'	4.70	3.70	3.00
8 x 16'	6.00	5.00	5.00
8 x 18'	8.00	7.00	6.00
10 x 10 & 10 x 12'	7.00	6.00	5.00
10 x 14'	8.00	7.00	6.00
10 x 16'	9.00	8.00	7.00
10 x 18'	10.50	9.50	8.50
12 x 12'	9.00	8.00	7.00
12 x 14'	10.00	9.00	8.00
12 x 16'	12.00	11.00	10.00
14 x 14'	14.00	13.00	12.00

1. Timbers (F. O. H. C.) wider or thicker than listed add \$1.50 per M for each 2" wider or thicker than listed.
2. Odd size timbers (F. O. H. C.) not listed add half the difference between the nearest listed larger and smaller sizes to the charge for the smaller size.

[Footnote 2 as amended by Am. 2]

**XII. Working charges.**

**OUTGAUGING**

	6 x 6" to 16 x 20"	Over 16 x 20" to 24 x 30"	Larger than 24 x 30"
40' and shorter.....	Add \$2.00	Add \$4.00	Add \$10.00
41 to 60'.....	Add 3.00	Add 5.00	Add 10.00
61 to 80'.....	Add 4.00	Add 6.00	Add 10.00
81' and longer.....	Add 6.00	Add 8.00	Add 10.00

**T & G—GROOVING OR SAW SIZING**

	6 x 6" to 16 x 20"	Over 16 x 20" to 24 x 30"	Larger than 24 x 30"
40' and shorter.....	Add \$3.00	Add \$5.00	Add \$10.00
41 to 60'.....	Add 4.00	Add 6.00	Add 10.00
61 to 80'.....	Add 5.00	Add 7.00	Add 10.00
81' and longer.....	Add 7.00	Add 9.00	Add 10.00

**DIAGONAL AND/OR TAPER RESAWING**

	6 x 6" to 16 x 20"	Over 16 x 20" to 24 x 30"	Over 24 x 30"
40' and shorter.....	Add \$5.00	Add \$10.00	Add \$15.00
41 to 60'.....	Add 6.00	Add 11.00	Add 15.00
61 to 80'.....	Add 7.00	Add 12.00	Add 15.00
81' and longer.....	Add 10.00	Add 15.00	Add 15.00

\*The foregoing working charges are to be added to the surfaced price for same size, length and grade.

**XIII. Fir Log Cabin Siding.**

1. All grades 1 and 2"—Add \$5.00 per M to the price of same grade, size and seasoning.
2. All grades 3"—Add \$6.00 per M to the price of same grade, size and seasoning.
3. Machine droppings—Up to 15% to be included at \$5.00 per M less.
4. For less than 1 M Board Measure—Add set up charge of \$5.00.

XIV. All prices are based on one thousand feet board measure, except for lath and pickets which are based on one thousand pieces. The board measure of dressed lumber is based upon the corresponding dimensions of rough green lumber. No lumber is sold on less than one inch count unless otherwise specifically stated.

**XV. [Revoked]**

[Note XV revoked by Am. 4]

XVI. For surfacing thicker and/or wider than American Lumber Standard sizes, other than 1/4" off, add \$2.00 per M. This addition may not be made for hit-and-miss surfacing.

[Note, XVI as amended by Am. 4]

**XVII. Grade definitions.**

1. "E" Grade. This grade covers the "droppings" from "D" which would otherwise be wasted, and covers flooring, ceiling, drop-siding, rustic, shiplap, and finish.

The grade will admit the following defects which will not seriously impair the lumber for the use intended with a trim waste not to exceed 25%.

Splits, checks and shake.....	Not serious.
Tongue and groove.....	Scant.
Skips.....	H and M.
Stain.....	White specks.
Rot.....	Small spots.
Worm holes.....	
Pitch pockets.....	Large.

Knot holes, wane and other defects—that do not prevent use as cheap flooring, sheathing, finish, etc., in 4' lengths and longer.

2. No. 4. This grade covers the down-fall from 1" and thicker No. 3 which would otherwise be wasted. It may be either rough or surfaced. The defects which include splits, checks, shake, skips, rot, stain, worm holes, pitch pockets, knot holes, wane or other defects which in combination will not impair the lumber for the purpose intended.

3. Shims. Shims are boards that are too thin to be surfaced to standard sizes. They may be of such thicknesses as will surface to 1/16", 1/8", 3/16", 1/4", 5/16", 3/8", 1/2", 5/8", 3/4", or 7/8", H./M., or rough if full thickness. Shims are graded as No. 3 and better or according to the grading rules applying to the similar grade of standard size boards.

[Note 3 as amended by Am. 5, effective 2-1-44]

XVIII. For bundling: Add \$1.00 per M to Tables 1 and 2 only.

[Note XVIII as amended by Am. 2]

XIX. For stencilling, when required by buyer, to any extent beyond grade marking and/or the simple identification of pieces or lots, add 50 cents per M.

XX. Where a footnote under one price table requires the use of a price from another table, then such other table from which the price is obtained shall govern in all respects, including applicable footnotes.

XXI. All rough lumber shall be of sufficient width and thickness to permit dressing S&S to American Lumber Standards.

[Notes XIX, XX, and XXI added by Am. 5, effective 2-1-44]

**ARTICLE VI—PRICE TABLES FOR EXPORT—"N" LIST**

The maximum prices for Douglas Fir and other West Coast lumber, where

- (A) Shipment originates at a mill, and
- (B) The lumber is graded in accordance with "N" Export Grading Rules adopted by the West Coast Lumbermen's Association and British Columbia Lumber and Shingle Manufacturers, 1929, and is

(C) Sold for export to or for a destination outside the Continental United States (except Canada, Alaska, Hawaii, the Panama Canal Zone, and Puerto Rico), including sales or shipments in the course of being exported from the United States or any Territory thereof to any foreign nation, shall be as follows:

[Prices are stated per one thousand board feet F. A. S. Vessel at mill's customary F. A. S. loading point; for F. A. S. loading at any other point, shipper must have approval of the Portland Office of the Office of Price Administration.]

[Paragraph (C) as amended by Am. 4]

**TABLE 1**

R/L, 8/24', Merchantable	Rough Green
Douglas Fir:	
1 x 3.....	\$38.50
1 x 4.....	31.50
1 x 5.....	40.50
1 x 6.....	34.50
1 x 7.....	40.00
1 x 8.....	34.50
1 x 9.....	37.50
1 x 10.....	33.50
1 x 11.....	39.00
1 x 12.....	35.50

1" and thicker x AW—R/L price as if all 1".

[Heading as amended by Am. 4]

**Grades**

1. Selected merchantable add \$3.00 per M to merchantable price of the same width and length.
2. Merchantable permitting up to 15% common deduct \$9.50 per M from the merchantable price of the same width and length.
3. Common deduct \$3.00 per M from the merchantable price of the same width and length.
4. No. 3 and better common deduct \$6.00 per M from the merchantable price of the same width and length.

**Condition**

5. Dry add to the same length, width and grade \$4.00 per M.

**Lengths**

6. Specified odd lengths: Add \$3.00 per M to the price of the next longer even length and compute footage on actual length.
7. Specified fractional lengths: Add \$5.00 per M to the price of the next longer even length and compute footage on actual length.
8. Random lengths 25/32' add \$4.00 per M to the price of R/L 8/24'.
9. Omitting lengths 16' and shorter in R/L shipments add \$9.50 per M for each even length omitted.
10. Specified lengths add to the R/L price of the same size and grade:  
16' and shorter..... \$2.00 per M  
17' to 24'..... 4.00 per M
11. When average length specified in R/L specifications add:  
13' and shorter..... no addition  
16' and shorter..... \$1.00  
18' and shorter..... 2.00  
20' and shorter..... 4.00

12. If a percentage of odd lengths in excess of 10% is specified in R/L specifications add \$2.00 per M to the R/L price.

**Widths**

13. Random widths with a specified minimum average width, price at the specified average width required.
14. Random widths 8" and wider without average use 12" width price. Random widths less than 8" and wider without average use 8" width price.
15. Even widths wider than 12" add \$2.00 per M for each 2" wider than 12" to the 12" price of the same grade and length.
16. Odd or fractional widths not listed add \$6.00 per M to the next less even width. Compute footage on actual size.
17. If a percentage of odd widths in excess of 10% is specified in R/W specifications add \$2.00 per M to the R/W price.

**Thickness**

18. Thickness less than 1" price on the same width and grade as 1" on a basis of surface measure.
19. 1/4", 5/16" and 3/8" add \$5.00 per M to the 1" price of the same size and grade, compute footage on actual measurement.

**Working Charges**

20. Surfacing deduct \$1.50 per M.
21. S&S & T & G or S&S & T & G and bundled if required add \$3.00 per M.
22. Rippling or recaving add \$1.00 per M.

**Miscellaneous**

23. Hemlock or true Fir same price as Douglas Fir.

TABLE 2

R/L, Merchantable Douglas Fir:	Rough Green
2 x 2, 8/20'	\$38.00
2 x 3, 8/24'	36.00
2 x 4, 8/24'	36.00
2 x 5, 8/24'	42.00
2 x 6, 8/32'	36.00
2 x 7, 8/32'	40.50
2 x 8, 8/32'	35.00
2 x 9, 8/32'	39.00
2 x 10, 8/32'	35.00
2 x 11, 8/32'	38.50
2 x 12, 8/32'	35.00
2" and thicker x AW—8/32' price as if all 2".	

Grades

1. Selected merchantable add \$3.00 per M to merchantable price of the same width and length.
2. Merchantable permitting up to 15% common deduct \$0.50 per M from the merchantable price of the same width and length.
3. Common deduct \$3.00 per M from the merchantable price of the same width and length.
4. No. 3 and better common deduct \$6.00 per M from the merchantable price of the same width and length.
5. Mining deduct \$7.00 per M from merchantable grade of the same width and length.

Condition

6. Dry add \$4.00 per M to the same width, length and grade.

Lengths

7. Specified odd lengths: Add \$3.00 per M to the price of the next longer even length and compute footage on actual length.
8. Fractional lengths: Add \$5.00 per M to the price of the next longer even length and compute footage on actual lengths.
9. Random lengths 33/40', add \$4.00 per M to random lengths 8/32'. Random lengths: 2 x 2—21/32' add \$5.00 per M to R/L 8/20'; 2 x 3 to 2 x 5 25/32' add \$2.00 per M to R/L 8/24'.
10. Omitting lengths 16' and shorter in R/L shipments add \$0.50 per M for each even length omitted.
11. Specified lengths, when ordered, add \$2.00 per M to the R/L price of the same size and length.
12. When average length specified in R/L specifications add:
 

14' and shorter	No addition
15' and shorter	\$0.50
17' and shorter	1.00
19' and shorter	2.00
20' and shorter	3.00
22' and shorter	5.00
24' and shorter	7.00
13. If a percentage of odd lengths in excess of 10% is specified in R/L specifications add \$2.00 per M to the R/L price.

Widths

14. Random widths with a specified minimum average width, price at the specified average width required.
15. Random widths 8" and wider without average use 8" width price. Random width less than 8" and wider without average use 6" width price.
16. Even widths wider than 12" add to the price of the 12" of the same grade and length \$1.00 per M for each 2" wider than 12".
17. Odd or fractional widths not listed add \$6.00 per M to the next less even width. Compute footage on actual size.
18. If a percentage of odd widths in excess of 10% is specified in R/W specifications add \$2.00 per M to the R/W price.

Thickness

19. Odd or fractional thicknesses over 2" and under 3" price from table for plank and small timbers by adding \$3.00 per M to the 3" price of the same width, length and grade. Compute footage on actual rough measure.

Working Charges

20. Surfacing deduct \$1.50 per M.
21. S1S & T & G or S2S & T & G add \$3.00 per M.
22. Ripping or resawing, not diagonal or tapered; for 2 x 4" add \$2.00; 2 x 6" and wider add \$1.00 per M. Diagonal or tapered resawing add \$5.00 per M. In either instance the product of the strip to be shipped.

Miscellaneous

23. Hemlock and True Fir deduct \$1.00 per M.

TABLE 3

R/L, 10/32', Merchantable Douglas Fir:	Rough Green
3 x 3	\$40.50
3 x 4	39.00
3 x 6	37.50
3 x 8	37.50
3 x 10	37.00
3 x 12	37.00
4 x 4	38.50
4 x 6	37.50
4 x 8	37.50
4 x 10	37.00
4 x 12	37.00
6 x 6	37.00
6 x 8	37.00
8 x 8	37.00
3" or 4" or 5" or 6" or 8" thickness x AW—10/32' price as if all 3 x 6.	

Grades

1. Selected Merchantable add \$3.00 per M to Merchantable price of same width and length.
2. Merchantable permitting up to 15% Common deduct \$0.50 per M from the Merchantable price of the same width and length.
3. Common deduct \$3.00 per M from the Merchantable price of the same width and length.
4. No. 3 and Better Common deduct \$10.00 per M from the Merchantable price of the same width and length.
5. Mining deduct \$7.00 per M from Merchantable grade of the same width and length.

Lengths

6. 3 x 3 and 4 and 4 x 4 for lengths 33/40' add \$10.00 per M to 10/32' R/L price. 3 x 6 to 3 x 12 and 4 x 6 to 4 x 12 for lengths 33/40' add \$4.00 per M to 10/32' R/L price. 6 x 6 to 8 x 8 for lengths 33/40' add \$2.00 per M to 10/32' R/L price.
7. Lengths longer than 40' add the amount listed for the length specified to the 40' specified length price.

41'	\$2.00
42'	4.00
43'	6.00
44'	8.00
45'	10.00
46'	12.00
47'	14.00
48'	16.00
49'	18.00
50'	20.00
51'	22.00
52'	24.00
53'	26.00
54'	28.00
55'	30.00
56'	32.00
57'	34.00
58'	36.00
59'	38.00
60'	40.00

61'	\$42.00
62'	44.00
63'	46.00
64'	48.00
65'	50.00
66'	52.00
67'	54.00
68'	56.00
69'	58.00
70'	60.00
71'	62.00
72'	64.00
73'	66.00
74'	68.00
75'	70.00
76'	72.00
77'	74.00
78'	76.00
79'	78.00
80'	80.00
81'	83.00
82'	86.00
83'	89.00
84'	92.00
85'	95.00
86'	98.00
87'	101.00
88'	104.00
89'	107.00
90'	110.00
91'	113.00
92'	116.00
93'	119.00
94'	123.00
95'	125.00
96'	128.00
97'	131.00
98'	134.00
99'	137.00
100'	140.00

Lengths over 100', add \$3.00 per lin. foot for each additional foot over 100' to the 100' price.

8. Omitting lengths in 3 x 3 to 4 x 12—20' and shorter—add \$0.50 per M for each even length omitted; 6 x 6 to 8 x 8—20' and shorter—add \$0.25 per M for each even length omitted.

9. Specified lengths when ordered add \$2.00 per M to the R/L price of the same size and grade.

10. When average length specified in R/L specifications add:

15' and shorter	No addition
17' and shorter	\$0.50
19' and shorter	1.00
21' and shorter	1.50
23' and shorter	2.00
25' and shorter	2.50
27' and shorter	3.00
29' and shorter	3.50
30' and shorter	4.00
32' and shorter	5.00

11. Specified fractional lengths: add \$5.00 per M to the price of the next longer even length. Compute footage on actual length.
12. Specified odd lengths: add \$3.00 per M to the price of the next longer even length. Compute footage on actual length.

13. If a percentage of odd lengths in excess of 10% is specified in R/L specifications add \$1.00 to the R/L price.

Widths

14. Even widths wider than 12" add to the price of 12" of the same grade and length \$1.00 per M for each 2" wider than 12".

15. Odd or fractional widths, add \$3.00 per M to the next larger even width. Compute footage on actual rough measure.

16. If a percentage of odd widths in excess of 10% is specified in R/W specifications add \$2.00 per M to the R/W price.

17. Random widths with a specified minimum average width, price at the specified average width required.

18. Random widths 8" and wider without average use 12" width price. Random widths less than 8" and wider without average use 8" width price.

*Thickness*

19. Odd or fractional thicknesses not covered add \$3.00 per M to the next larger even thickness. Compute footage on actual rough measure.

*Working charges*

20. Surfacing deduct \$1.50 per M.  
21. Surfacing lengths longer than 40' add \$0.25 per M per lineal foot to surfaced price for each additional foot over 40'.

*Miscellaneous*

22. Hemlock and True Fir deduct \$1.00 per M.

TABLE 4

R/L, 10/32', Merchantable Douglas Fir:	Rough Green
6 x 10	\$36.00
6 x 12	36.00
8 x 10	36.00
8 x 12	36.00
10 x 10	36.00
10 x 12	36.00
12 x 12	36.00
6 x 14	36.50
8 x 14	36.50
6 x 16	38.25
8 x 16	38.25
6 x 18	40.50
8 x 18	40.50
10 x 14	36.00
12 x 16	36.00
10 x 16	38.00
10 x 18	40.25
12 x 14	36.50
14 x 14	36.50
14 x 16	36.00
16 x 16	36.00
18 x 18	38.00
20 x 20	40.00
22 x 22	42.00
24 x 24	44.00
26 x 26	48.00
28 x 28	52.00
30 x 30	56.00
32 x 32	60.00
10" or thicker x AW—10/32' Price as if all 10".	

*Grades*

1. Selected Merchantable add \$3.00 per M to Merchantable price of the same width and length.
2. Merchantable permitting up to 15% Common deduct \$0.50 per M from the Merchantable price of the same width and length.
3. Common deduct \$3.00 per M from the Merchantable price of the same width and length.
4. No. 3 and Better Common deduct \$10.00 per M from the Merchantable price of the same width and length.
5. Mining deduct \$7.00 per M from Merchantable grade of the same width and length.

*Lengths*

6. Lengths 33/40' add \$2.00 per M to the 10/32' R/L price of the same size and grade.
7. When average length specified in R/L specifications add
 

20' and shorter	No addition.
24' and shorter	\$1.00
28' and shorter	2.00
33' and shorter	3.00
8. Lengths longer than 40' add the amount listed for the lengths specified to the 40' specified length price.

41'	\$2.00
42'	4.00
43'	6.00
44'	8.00
45'	10.00
46'	12.00
47'	14.00
48'	16.00
49'	18.00
50'	20.00
51'	22.00
52'	24.00
53'	26.00
54'	28.00
55'	30.00
56'	32.00
57'	34.00
58'	36.00
59'	38.00
60'	40.00
61'	42.00
62'	44.00
63'	46.00
64'	48.00
65'	50.00
66'	52.00
67'	54.00
68'	56.00
69'	58.00
70'	60.00
71'	62.00
72'	64.00
73'	66.00
74'	68.00
75'	70.00
76'	72.00
77'	74.00
78'	76.00
79'	78.00
80'	80.00
81'	83.00
82'	86.00
83'	89.00
84'	92.00
85'	95.00
86'	98.00
87'	101.00
88'	104.00
89'	107.00
90'	110.00
91'	113.00
92'	116.00
93'	119.00
94'	123.00
95'	126.00
96'	128.00
97'	131.00
98'	134.00
99'	137.00
100'	140.00

Lengths over 100', add \$3.00 per lin. foot for each additional foot over 100' to the 100' price.

9. Omitting lengths 20' and shorter add \$0.25 per M for each even length omitted.

10. Specified lengths, when ordered, add \$2.00 per M to the R/L price of the same size and grade.

11. Odd or fractional lengths add \$1.00 per M to and compute footage on the next longer even length.

*Widths*

12. Random widths with a specified minimum average width, price at the specified average width required.

13. Random widths 8" and wider without average use 12" width price. Random widths less than 8" and wider without average use 8" width price.

14. Odd or fractional widths add \$1.50 per M to the next larger even width, compute footage on actual rough measure.

15. Widths wider than listed—up to and including 24" add \$1.00 per M for each addi-

tional 2" to widest listed width of the same grade, thickness and length. Wider than 24" add \$2.00 per M for each additional 2" to 24" of same grade, thickness and length.

*Thickness*

16. Odd or fractional thickness add \$1.50 per M to the next larger even thickness, compute footage on actual rough measure.

17. Thicker than listed, add \$4.00 per M for each additional 2" to 32" price of the same grade, width and length.

*Working charges*

18. Surfacing deduct \$1.50 per M.  
19. Surfacing length longer than 40' add \$0.25 per M per lineal foot to surfaced price for each additional foot over 40'.

*Miscellaneous*

20. Hemlock and True Fir deduct \$1.00 per M.

TABLE 5

R/L, 10/32', #2 Clear & Better Douglas Fir Rough Green	F. G.	V. G.
1 x 2	\$33.00	\$70.00
1 x 3	61.00	71.00
1 x 4	53.00	67.00
1 x 5	63.00	75.00
1 x 6	63.00	76.00
1 x 8	63.00	71.00
1 x 10	63.00	77.00
1 x 12	72.00	85.00
1/2 and 3/4 x 2	64.00	72.50
1/2 and 3/4 x 3	65.00	75.00
1/2 and 3/4 x 4	61.00	71.00
1/2 and 3/4 x 6	63.00	81.00
1/2 and 3/4 x 8	64.50	77.00
1/2 and 3/4 x 10	63.00	80.00
1/2 and 3/4 x 12	71.00	84.00
2 x 2	73.00	83.00
2 x 3	69.00	79.00
2 x 4	63.00	71.50
2 x 6	64.00	75.00
2 x 8	63.00	72.00
2 x 10	61.00	73.00
2 x 12	73.00	82.00
3 x 3	63.00	76.00
3 x 4	63.00	74.00
3 x 6 and 8	72.00	79.00
3 x 10 and 12	75.00	84.00
4 x 4	69.00	74.00
4 x 6	69.00	75.00
4 x 8	70.00	77.00
4 x 10 and 12	75.00	84.00
6 x 6	74.00	81.00
6 x 8 and 8	73.00	82.00
6 x 10 and 12	78.00	87.00
6 x 8	72.00	79.00
6 x 10	73.00	80.00
6 x 10 and 12	74.00	83.00
8 x 8	74.00	81.00
8 x 10	75.00	84.00
8 x 12	78.00	85.00
10 x 10 and 12	73.00	87.00
12 x 12	80.00	89.00
1" and thicker x AW—AL price as if all 1".		

*Grades*

1. No. 3 Clear deduct \$5.00 per M from the No. 2 Clear and Better grade of the same size and grain specifications.

*Condition*

2. Dry add per M to Green prices:
 

1" and 2" thickness 10/24'	\$10.00
3" and 4" thickness 10/24'	12.50
26/32'	17.50
34/40'	20.00
6" thickness 10/24'	17.50
26/32'	22.50
34/40'	25.00
8" and thicker 10/24'	22.50
26/32'	27.50
34/40'	30.00

**Lengths**

3. Specified lengths in 1" and 2" add to the R/L price of the same size and grade.	
8', 10' & 12'-----	\$2.00
14'-----	3.00
16', 18', & 20'-----	5.00
22' to 24'-----	10.00
26', 28', 30', 32'-----	15.00
34', 36', 38', 40'-----	25.00

Specified lengths 3" and thicker add to the R/L price of the same size and grade.

6/20'-----	\$3.00
22/30'-----	5.00
32/40'-----	7.50

4. Random lengths longer than 24' add to the R/L price of the same size and grade.

26/32'-----	\$10.00
34/40'-----	20.00

5. Random lengths with a specified minimum average length price at the specified minimum length required.

6. When average length specified in 1" and 2" in R/L specifications add:

13' and shorter-----	No addition
15' and shorter-----	\$1.50
17' and shorter-----	3.00
19' and shorter-----	5.00
21' and shorter-----	8.00

When average length specified in 3" and thicker in R/L specifications add:

15' and shorter-----	No addition
17' and shorter-----	\$1.00
19' and shorter-----	2.00
21' and shorter-----	3.00
23' and shorter-----	5.00
25' and shorter-----	7.00
27' and shorter-----	10.00
29' and shorter-----	12.50
33' and shorter-----	15.00

7. Omitting lengths 10' to 16' in R/L shipments add \$2.00 per M for each even length omitted.

8. Specified odd lengths add \$5.00 per M to the next longer even length and compute footage on actual length.

9. Specified fractional lengths add \$7.00 per M to the next longer even length and compute footage on actual length.

10. If a percentage of odd lengths in excess of 10% is specified in R/L specifications add \$4.00 per M to the R/L price.

**Widths**

11. Random widths with a specified minimum average width, price at the specified average width required.

12. Random widths 8" and wider without average use 12" width price. Random widths less than 8" and wider without average use 6" width price.

13. Wider than 12" for V. G. add \$5.00 per M to 12" price for each additional 1". For F. G. add \$2.50 per M to 12" price for each additional 1".

14. Fractional and odd widths less than 12" not listed add \$5.00 per M to the next wider listed width. Compute footage on actual measure.

15. If a percentage of odd widths in excess of 10% is specified in R/W specifications add \$4.00 per M to the R/W price.

**Thickness**

16. Thickness under 1" add \$5.00 per M to the same width in 1" and compute footage on 1" surface measure.

17. Thickness heavier than 12" add \$5.00 per M for each additional 1" thicker than 12".

18. Fractional or odd thicknesses not listed add \$5.00 per M to the next larger thickness. Compute footage on actual measure.

19. Random thicknesses use price of the minimum thickness specified.

**Working Charges**

20. S1S & T & G or S2S & T & G (Bundled when required) add \$3.00 per M.

21. Surfacing deduct \$1.50 per M.

22. Surfacing lengths longer than 40' add \$0.25 per M per lineal foot to the 40' surfaced price for each additional foot over 40'.

**Miscellaneous**

23. Hemlock and True Fir deduct \$1.00 per M.

TABLE 6

**TIES FOR EXPORT**

6" x 6" 8'-----	\$31.50
6" x 8" 8'-----	31.50
6" x 9" 8'-----	32.00
5" x 10" 8'-----	32.00
6" x 12" 8'-----	31.50
7" x 7" 8'-----	34.50
7" x 8" 8'-----	33.00
7" x 9" 8'-----	33.50
8" x 8" 8'-----	31.50
8" x 9" 8'-----	32.00
9" x 9" 8'-----	33.50

For switch ties add \$3.50 per 1,000 feet.  
For 8'6" ties add \$2.00 per 1,000 feet.  
For 9' ties add \$1.50 per 1,000 feet.

[Table 6 added by Am. 5, effective 2-1-44]

**GENERAL NOTES**

(Applies to Entire Article VI.) All general notes as set forth in Export Grading Rules "N" List edition 1929 adopted by West Coast Lumbermen's Association and British Columbia Lumber and Shingle Manufacturers, Ltd., apply unless otherwise provided in this Article VI.

1. In the case of random thicknesses the price may be computed by determining the quantity falling into each thickness and pricing each quantity at the random price listed for the thickness into which each such quantity falls.

**ARTICLE VII—TABLES OF ESTIMATED WEIGHTS**

In arriving at delivered prices (section 7), the use of the following estimated weights (even if higher than actual weights), is permitted:

Fir flooring	Finished thickness (inches)	Weight per M' BM (dry, lbs.)
1 x 3 and 4"-----	2 5/8"	1,800
1 x 6"-----	2 3/4"	1,800
3/4 x 3 and 4"-----	1 1/2"	2,000
5/8 x 4"-----	9/16"	1,400

Hemlock and true fir same weight as fir. Square edge flooring—add 200 lbs.

Fir ceiling, all patterns	Finished thickness	Weight per M' BM (dry, lbs.)
3/4 x 4"-----	7/16"	1,000
5/8 x 4"-----	9/16"	1,200
3/4 x 6"-----	3/16"	1,300
1 x 4-----	1 1/16"	1,600
1 x 6-----	2 3/32"	1,700

Hemlock and true fir same weight as fir. Ceiling worked 2 5/8" net—deduct 100 lbs. from flooring weight.

Fir bevel and bungalow siding	Thickness finished	Weight per M' BM (dry, lbs.)
3/4 x 4 and 6"-----	1/4 x 3/16"	600
3/4 x 8 and 10"-----	1 1/4 x 1/4"	1,200

Hemlock and True Fir—deduct 100 lbs.

Fir stepping	Finished thickness	Weight per M' BM (dry, lbs.)
3/4 x 10 and 12"-----	1 1/4"	2,200
3/4 x 10 and 12"-----	1 1/16"	2,300

Fir drop siding, rustic, clear shiplap	Finished thickness	Weight per M' BM (dry, lbs.)
1 x 4"—Pat. 119, 121-----	3/4"	1,300
1 x 4"—Pat. 120, 122-----	3/4"	1,400
1 x 4"—Pat. 106-----	3/4"	1,500
5/8 x 6"—Pat. 105, 106, 115, 117, and rustic-----	3/4"	1,300
1 x 6"—Pat. 107, 113, 115, 117, 121-----	3/4"	1,500
1 x 6"—Pat. 103, 108, 111, 114, 118-----	3/4"	1,600
1 x 6"—Pat. 101, 104, 105, 106, 112, and rustic-----	3/4"	1,700
1 x 6"—Pat. 102, 109, 110, 116, and V rustic-----	3/4"	1,800
1 x 8"—Pat. 116, and shiplap-----	3/4"	1,900

Hemlock and true fir same weight as fir. 8" width—Add 100 lbs. to 6" pat.

Fir casing and base	Finished thickness, inches	Weight per M' BM (dry, lbs.)
1 x 3 to 12"-----	2 1/32"	1,600
5/8 x 4, 6, 8, and 8"-----	9/16"	1,600

Hemlock and true fir same weight as fir.

Fir corn cribbing and beveled well curbing	Weight per M' BM dry lbs. rough or S2E	Weight per M' BM green, lbs rough or S2E	Weight per M' BM dry, lbs. sur. and bov.	Weight per M' BM green, lbs. sur. and bov.
1 x 4" clear-----	2,800	3,700	1,800	2,100
1 x 4" common-----	2,800	3,300	1,800	2,100
1 x 6" clear-----	2,800	3,700	1,900	2,200
1 x 6" common-----	2,800	3,300	1,900	2,200
2 x 6" common-----	2,000	3,300	1,900	2,200

Hemlock—and true fir—green 400 pounds additional—dry, same weight as fir.

[Box heading of above table as amended by Am. 2]

Fir Factory and Box Lumber	Weight rough green	Weight rough dry	Weight S2S standard dry
1 x 5" & wider surf. to 1 3/16"-----	3,500	3,000	2,300
1 3/8 x 5" & wider surf. to 1 5/8"-----	3,500	3,000	2,400
1 3/8 x 5" & wider surf. to 1 7/8"-----	3,500	3,000	2,450
2 x 6" & wider surf. to 1 5/8"-----	3,500	3,000	2,600
2 1/2 x 6" & wider surf. to 2 3/32"-----	3,700	3,100	2,600
3 x 6" & wider surf. to 2 3/4"-----	3,700	3,100	2,900

Hemlocks and True Fir, Rough Green—add 500 lbs. to corresponding fir weight.

Hemlock and True Fir, Rough and S2S Standard, Dry—same weight as fir.

Hemlock and True Fir, S2S standard, Green—add 400 lbs. to corresponding fir weight.

[Box heading of above table as amended by Am. 2]

Lath	Weight per M pes. dry, lbs.	Weight per M pes. green, lbs.
4' Fir	500	500
4' Hemlock	400	1,000
4' Fence Fir	500	1,100
4' Fence Hemlock	700	1,400

Fir and hemlock log cabin siding	Clear or common	
	Weight per M' BM dry, lbs.	Weight per M' BM green, lbs.
2"	1,700	2,000
3"	2,000	2,500

Fir Clears and Ship Decking	Dry S4S	Green S4S std.
	lbs.	lbs.
1x2"	1,500	2,200
1x3 & 4"	1,900	2,400
1x5" & wider	2,000	2,700
1 1/2 x 2"	2,000	2,400
1 1/2 x 3 & 4"	2,100	2,700
1 1/2 x 5" & wider	2,200	2,800
1 3/4 x 2"	2,100	2,500
1 3/4 x 3 & 4"	2,200	2,700
1 3/4 x 5" & wider	2,300	2,900
2x2"	1,500	2,300
2x3 & 4"	2,000	2,500
2x5" & wider	2,100	2,700
3x3 & 3x4"	2,400	2,700
3x5, 3x6, & 3x8"	2,600	2,800
3x10, & 3x12"	2,700	2,900
4x4, 4x5, 4x6, & 4x8"	2,700	2,900
4x10 & 4x12"	2,800	3,000
6x6"	2,800	3,000
6x8"	2,900	3,100
6x10"	2,900	3,100
6x12"	3,000	3,200
8x8"	3,000	3,200
8x10"	3,000	3,200
8x12"	3,000	3,200
10x10"	3,000	3,200
10x12"	3,000	3,200
12x12"	3,100	3,300

Hemlock, and True Fir, dry, same weight as Fir; Green, add 400 lbs.

Fir Clears	Dry S1S or S2S only	Green S1S or S2S only
	lbs.	lbs.
1" surf. to 1/16"	1,500	1,550
1" surf. to 1/8"	1,400	1,750
1" surf. to 3/16"	1,600	2,000
1" surf. to 1/4"	1,800	2,200
1" surf. to 3/8"	2,000	2,400
1" surf. to 1/2"	2,100	2,650
1" surf. to 5/8"	2,200	2,750
1" surf. to 3/4"	2,300	2,850
1 1/4" surf. to 1/16"	2,400	3,000
1 1/4" surf. to 1/8"	2,450	3,100
1 1/4" surf. to 3/16"	2,500	3,200
1 1/4" surf. to 1/4"	2,550	3,300
1 1/4" surf. to 3/8"	2,600	3,400
1 1/4" surf. to 1/2"	2,650	3,500
1 1/4" surf. to 5/8"	2,700	3,600
1 1/4" surf. to 3/4"	2,750	3,700
1 1/2" surf. to 1/16"	2,800	3,800
1 1/2" surf. to 1/8"	2,850	3,900
1 1/2" surf. to 3/16"	2,900	4,000
1 1/2" surf. to 1/4"	2,950	4,100
1 1/2" surf. to 3/8"	3,000	4,200

Hemlock, and true fir, dry same as fir weight. Hemlock, and true fir, green add 400 lbs. to fir weights.

Fir Gutter:	Green
3 x 3, 3 x 5, and 4 x 4"	1400
3 x 6 and 4 x 5"	1500
4 x 6 and 5 x 7"	1600

Fir Pickets:	Dry per M pieces
1 x 3-3"	1350
1 x 3-3'6"	1550
1 x 3-4"	1750

**Fir Pickets—Continued**

Silo stock	Dry per M pieces	
	Dry	Green
1 x 3-5'	2200	
1 x 3-6'	2650	

Fir car material, car siding, decking, etc. (clear items)	Finished thickness	Weight per M' BM	
		dry, lbs.	green, lbs.
1" rough		2,300	3,000
Over 1" and under 3" in thickness, rough		2,500	3,200
1x4" patterned	2 1/2"	1,500	2,200
1x6" patterned	2 1/2"	1,900	2,600
1 1/2 x 4" patterned	1 1/2"	2,000	2,700
1 1/2 x 6" patterned	1 1/2"	2,100	2,800
1x4" S2S & T&G	1 1/2"	1,900	2,600
1x6" S2S & T&G	1 1/2"	2,000	2,700
1" S2S Blanks	1 1/2"	1,800	2,500
2x4" S2S & T&G or S/L	1 1/2"	1,800	2,500
2x4" S2S & T&G or S/L	1 1/2"	2,000	2,700
2x4" S2S & T&G or S/L	1 1/2"	2,100	2,800
2x4" S2S	1 1/2"	2,200	2,900
2x4" S2S	1 1/2"	2,300	3,000
2x6" S2S & T&G or S/L	1 1/2"	2,000	2,700
2x6" S2S & T&G or S/L	1 1/2"	2,100	2,800
2x6" S2S & T&G or S/L	1 1/2"	2,200	2,900
2x6" S2S	1 1/2"	2,300	3,000
2x6" S2S	1 1/2"	2,400	3,100
2x8" S2S	1 1/2"	2,500	3,200
2 1/4, 2 1/2 and 2 3/4 x 6" T&G or S/L		2,300	3,100
2 1/4, 2 1/2 and 2 3/4 x 6" S2S		2,500	3,300

2x8" same weight as 2x6" of similar working. 2 1/4, 2 1/2, and 2 3/4 x 6" same weights as 2 1/4, 2 1/2 and 2 3/4 x 6" of similar working. Hemlock, and true fir dry, same weight as fir; green, add 400 lbs.

Fir car material (common items)	Finished thickness	Weight per M' BM	
		dry, lbs.	green, lbs.
Rough		2,300	3,000
1" S2S & T&G	1 1/2"	2,100	2,800
1" S2S & T&G	1 1/2"	2,200	2,900
1" S2S Blanks	1 1/2"	2,000	2,700
2x4" S2S T&G or S/L	1 1/2"	1,800	2,500
2x4" S2S T&G or S/L	1 1/2"	1,900	2,600
2x4" S2S	1 1/2"	2,000	2,700
2x4" S2S	1 1/2"	2,100	2,800
2x6" S2S T&G or S/L	1 1/2"	1,800	2,500
2x6" S2S T&G or S/L	1 1/2"	1,900	2,600
2x6" S2S	1 1/2"	2,000	2,700
2x6" S2S	1 1/2"	2,100	2,800
2x8" S2S	1 1/2"	2,200	2,900
2 1/4 x 6" S2S, T&G or S/L	2 1/4"	2,300	3,000
2 1/2 x 6" S2S	2 1/2"	2,400	3,100

2x8" same weight as 2x6" of similar working. 2 1/4 x 6" same weight as 2 1/4 x 6" of similar working. Hemlock, and true fir, dry, same weight as fir; green, add 400 lbs.

Car Framing, Sills Purlins, Slats and Running Boards:	S4S 1 1/2" Off M' BM Green Lbs.
1" by all widths	2,500
1 1/4 & 1 1/2" by all widths	2,600
1 3/4" by all widths	2,700
2" by all widths	2,800
2 1/4, 2 1/2, and 2 3/4" by all widths	2,900
3 & 4 and 3 1/4, 3 1/2 & 3 3/4" by all widths	3,000
Larger sizes	3,150
Hemlock, and True Fir, rough or S1E green—3,800 lbs.	
Hemlock, and True Fir, surfaced, green, add 400 pounds to fir weights.	

Fir boards and chip-logs	Finished thickness	Weight per M' BM	
		dry, lbs.	green, lbs.
3/4, 1, 1 1/4, x 2" and wider rough or S1E		2,000	3,300
1x2" S4S	2 1/2"	1,500	2,200
1x3 and 4" S4S	2 1/2"	1,700	2,400
1x6" and wider S4S	2 1/2"	2,200	2,900
1" S1S or S2S	2 1/2"	2,300	3,000
1 1/4" S1S or S2S	1 1/4"	2,500	3,200
1 1/2" S1S or S2S	1 1/2"	2,600	3,300

3/4 and 1" S4S standard—add 200 lbs. to weight of 1" of same width. S1E—D & M, or C. M.—100 lbs. less than S4S. Surfaced to 3/16"—100 lbs. less than S4S. Surfaced to 1/16"—add 100 lbs. to S4S. Hemlock and true fir green rough—3,800 lbs. Hemlock and true fir green surfaced—3,140 lbs. to fir weight of same size and working. Hemlock, and true fir, dry, rough or surfaced—use fir weight.

[Above table as amended by Am. 2]

**FIR—DIMENSION, PLANK AND SMALL TIMBERS WEIGHT PER M' BM**

	S4S Standard dry	S4S Standard green	CM & S1S or S2S Standard	
			Dry	Green
2x2"	2,000	2,200		
2x3"	2,100	2,300		
2x4"	2,200	2,400	1,500	2,100
2x6"	2,300	2,500	2,000	2,600
2x8"	2,400	2,600	2,100	2,700
2x10"	2,500	2,700	2,200	2,800
2x12"	2,600	2,800	2,300	2,900
3x2"	2,400	2,600		
3x4"	2,450	2,650	2,050	2,250
3x6"	2,500	2,700	2,300	2,500
3x8"	2,550	2,750	2,450	2,650
3x10"	2,600	2,800	2,500	2,700
3x12"	2,650	2,850	2,550	2,750
4x4"	2,600	2,700		
4x6"	2,600	2,700	2,400	2,500
4x8"	2,600	2,700	2,500	2,600
4x10"	2,600	2,700	2,500	2,600
4x12"	2,600	2,700	2,500	2,600
6x6"	2,700	2,800		
6x8"	2,700	2,800	2,400	2,500
6x10"	2,700	2,800	2,500	2,600
6x12"	2,700	2,800	2,500	2,600

Rough or S1E—Green, 3,200 lb., dry, 2", 2,000 lb.; 3" and thicker, 3,100 lb. Hemlock, and True Fir—Rough Green 3,800 lb. Green S4S Standard—add 400 lb. to green fir weight. Dry S4S, same weight as fir.

[Above table as amended by Am. 2]

**FIR TIMBERS—S1S1E OR S4S STANDARD WEIGHT PER M' BM**

	Green Lbs.
6 x 6 to 6 x 16"	2,900
6 x 18 to 6 x 24"	3,000
8 x 8 to 8 x 16"	3,000
8 x 18 to 8 x 24"	3,100
10 x 10 to 10 x 16"	3,000
10 x 18 to 10 x 24"	3,100
12 x 12 to 12 x 24"	3,100
14 x 14 to 14 x 24"	3,100
16 x 16 to 16 x 24"	3,100
18 x 18 to 18 x 24"	3,200
20 x 20 to 20 x 24"	3,200
22 x 22 to 22 x 24"	3,200
24 x 24 and larger	3,200
Rough or S1E	3,300

Hemlock and True Fir, Rough or S1E 3,800. Hemlock, Green S1S1E, S4S Standard—add 400 lbs. to Green Fir Surfaced Weights.

S4S 1/4" off by indicated widths green

Dimension and timber-surfaced 1/4" off:

2 x 2"-----1/4" off each way	2,550
2 x 3"-----1/4" off each way	2,650
2 x 4"-----1/4" off each way	2,750
2 x 6"-----1/4" off each way	2,800
2 x 8"-----1/4" off each way	2,850
2 x 8"-----1/4" off by 1/2" off in width	2,750
2 x 10"-----1/4" off each way	2,850
2 x 10"-----1/4" off by 1/2" off in width	2,750
2 x 12"-----1/4" off each way	2,850
2 x 12"-----1/4" off by 1/2" off in width	2,800

Green surfaced 1/4" off each way

3 x 3"-----	2,800
3 x 4"-----	2,850
3 x 6, 3 x 8, and 3 x 10"-----	2,950
3 x 12"-----	3,000
4 x 4"-----	2,950
4 x 6"-----	3,000
4 x 8, 4 x 10, and 4 x 12"-----	3,050
6 x 6"-----	3,050
6 x 8 and 6 x 10"-----	3,100
6 x 12"-----	3,150
8 x 8, 8 x 10, and 8 x 12"-----	3,150
10 x 10 and 10 x 12"-----	3,150
12 x 12"-----	3,200

Hemlock and true fir, green surfaced 1/4" off—Add 400 lbs. to weights listed above.  
Hemlock, and true fir, rough or S1E green, 3,800 lbs.

SHIPPING WEIGHT FORMULA FOR SIZES NOT LISTED

Where surfacing is specified other than standard or where weights are not provided in this list, weight is to be computed by applying the following weights, and deducting the equivalent to the percentage of difference between the rough and surfaced size, breaking on the next greater 50 pounds.

	Pounds
Fir rough green clear	3,500
Fir rough dry clear 1"	2,800
Fir rough dry clear, over 1" and under 3" in thickness	2,900
Fir rough dry clear, 3" thick and over, 200 lbs. less than corresponding green weight.	
Fir rough green, all other grades	3,300
Fir rough dry, all other grades, under 3" in thickness	2,900
Fir rough or surfaced, dry, 3" and over in thickness, 200 lbs. less than corresponding green weight.	
Hemlock and true fir rough green clear	4,000
Hemlock and true fir rough green all other grades	3,800
Hemlock and true fir rough or surfaced, dry, all grades, same weight basis as fir.	

This regulation shall become effective June 9, 1943. [RMPR 26 originally issued June 3, 1943]

[Note: Effective dates of amendments are shown in notes following the parts affected.]  
NOTE: The reporting provisions of this regulation have been approved by the Bureau of the Budget pursuant to the Federal Reports Act of 1942.

Issued this 26th day of January 1944.  
CHESTER BOWLES,  
Administrator.

[F. R. Doc. 44-1368; Filed, January 26, 1944; 4:41 p. m.]

PART 1375—EXPORT PRICES

[2d Rev. Max. Export Price Reg. 1, 1<sup>st</sup> Amdt. 5]

DRIED PRUNES AND RAISINS

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.\*

Section 3 (b) of the 2d Revised Maximum Export Price Regulation is amended by adding thereto the following proviso:

Provided, however, That a packer who exports dried prunes or raisins (other than Three Crown London Layer Muscats and Zante Currants) for which maximum prices are established by Maximum Price Regulation No. 475 shall compute his maximum export price therefore by using, in lieu of his maximum domestic price, the base price computed in accordance with section 2 (j) of the latter regulation.

This Amendment No. 5 shall become effective January 26, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 26th day of January 1944.

CHESTER BOWLES,  
Administrator.

[F. R. Doc. 44-1367; Filed, January 26, 1944; 4:40 p. m.]

PART 1396—FINE CHEMICALS, DRUGS, AND COSMETICS

[MPR 203, 2<sup>nd</sup> Amdt. 1]

VITAMIN A NATURAL OILS AND CONCENTRATES

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.\*

Maximum Price Regulation 203 is amended in the following respects:

1. The following new subparagraph (5) is added to § 1396.201 (b):

(5) Oils containing not more than 6,000 U. S. P. units of Vitamin A per gram and at least 400 A. O. A. C. units of Vitamin D per gram sold for use in animal or poultry feeds or feeding and so stated in writing by the buyer to the seller prior to payment. Maximum prices for these oils are established by Maximum Price Regulation No. 53.

2. Section 1396.212 (a) (2) is amended to read as follows:

(2) "Vitamin A natural oil" means any unconcentrated fish or marine animal liver oil (or mixtures thereof with other oils) containing less than 200,000 U. S. P. units of Vitamin A per gram, with the exception of cod liver oil.

\*Copies may be obtained from the Office of Price Administration.

\* 8 F.R. 4132, 5987, 7662, 9998, 15193.

\* 7 F.R. 6476, 8948.

3. By striking out the last sentence of § 1396.212 (a) (3) and substituting in lieu thereof the following sentence: "Oils containing 200,000 or more U. S. P. units of Vitamin A per gram, and blends of a concentrate and an edible vegetable oil, shall be considered concentrates."

4. Section 1396.214 (a) is amended to read as follows:

The following maximum prices are established for Vitamin A natural oils and concentrates, f. o. b. seller's shipping point, except that on purchases from foreign sellers for importation by vessel into the continental United States, the following maximum prices shall be f. o. b. port of entry. On all imports, duty and all other charges incident to importation except transcontinental rail freight, shall be paid by the seller.

VITAMIN A NATURAL OIL

Potency in U. S. P. units of Vitamin A per gram:	Maximum price million U. S. P. units of Vitamin A	for each 1,000 U.S.P. units of Vitamin A per gram in excess of 40,000.
Less than 40,000	\$0.14	
40,000 and more but less than 200,000.	0.14 plus	\$0.001

VITAMIN A CONCENTRATE

Any----- \$0.30

This amendment shall become effective January 26, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 26th day of January 1944.

CHESTER BOWLES,  
Administrator.

[F. R. Doc. 44-1369; Filed, January 26, 1944; 4:40 p. m.]

PART 1429—POULTRY AND EGGS

[RMPR 269, 1<sup>st</sup> Amdt. 24]

POULTRY

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.\*

Revised Maximum Price Regulation No. 269 is amended in the following respects:

1. Section 1429.19 (h) (1) (i) (c) is added to read as follows:

(c) For a period of 60 days from January 26, 1944, the maximum base price for kosher-killed poultry items in the Western zone basing point city of New York shall be the price as established for such poultry items in Table "A" of this section plus 1 cent per pound.

2. Section 1429.21 (a) (1) (i) (a) is added to read as follows:

\* 17 F.R. 10708, 10864, 11118; 8 F.R. 667, 856, 878, 2289, 3316, 3419, 3792, 6736, 9299, 10940, 11691, 13302, 13303, 13813, 14016, 15258, 14845, 15190, 16793.

(a) For a period of 60 days from January 26, 1944, any person who transports live poultry for a distance of 5 or more miles to, and for ultimate consumption in, the "New York metropolitan area" may sell or deliver such live poultry items to any "wholesaler", individual retail store, or any ultimate consumer, including commercial, institutional or governmental users, located in the "New York metropolitan area" at the maximum base price established for such place in § 1429.19 (h) (1) Table A of this regulation plus, in lieu of the permitted increase provided by paragraph (a) (1) (i) of this section, the following permitted increases in cents per pound:

Shortest distance in road miles or railroad miles from place where transport of live poultry begins to place where such transport ends:	Maximum permitted increase in cents per pound:
Less than 5 miles.....	No increase
5 to 25 miles.....	1 cent
25 to 50 miles.....	1½ cents
50 to 100 miles.....	2 cents
100 to 150 miles.....	2½ cents
150 to 200 miles.....	2½ cents
200 to 250 miles.....	2¾ cents
250 or more miles.....	3 cents

"New York metropolitan area" means the city of New York, New York, and the counties of Nassau, Suffolk and Westchester in the State of New York and the counties of Essex, Hudson, and Union in the State of New Jersey.

3. The text of the column titled "Base price to which increase is added" as applied to item (1a) of Table B in § 1429.21 (a) (2) (i) is amended to read as follows: "Maximum base price at seller's shipping point, plus permitted increase established for actual distance live poultry was transported to seller's place of business, in a sum not to exceed 2¢ per lb., or, if the live poultry was transported into the N. Y. metropolitan area,<sup>2</sup> in a sum not to exceed 3¢ per lb. for a period of 60 days from January 26, 1944."

This amendment shall become effective January 26, 1944.

(56 Stat. 23, 765; Pub. Law 151, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 26th day of January 1944.

CHESTER BOWLES,  
Administrator.

Approved: January 24, 1944.

MARVIN JONES,  
War Food Administrator.

[F. R. Doc. 44-1370; Filed, January 26, 1944; 4:40 p. m.]

TITLE 34—NAVY

Chapter I—Department of the Navy

PART 6—NAVAL RESERVE

UNIFORM GRATUITIES; NAVAL RESERVE OFFICERS

Paragraph (b) (5) of § 6.8704 is amended to read as follows:

<sup>2</sup>"New York metropolitan area" means the city of New York, New York, and the counties of Nassau, Suffolk and Westchester in the State of N. Y. and the counties of Essex, Hudson, and Union in the State of N. J.

§ 6.8704 Uniform gratuities; Naval Reserve officers.<sup>2</sup>

(5) An officer on the honorary retired list of the Naval Reserve without pay, who reports or has reported for active duty (other than for physical examination), in time of war or national emergency pursuant to orders of competent authority, on or after 8 September 1939, is entitled to a uniform allowance of \$250 for the purchase of required uniforms, less the amount of any uniform gratuity paid such officer within the four years immediately preceding his recall to active duty. This uniform allowance shall be in lieu of any other uniform gratuity allowed by law. [Manual Circular Letter No. 1-44, Dec. 27, 1943]

(52 Stat. 1175, 54 Stat. 162, 55 Stat. 3, 56 Stat. 266, 730, 739; 34 U.S.C. 853, 854c, Supp. 855f, 855o, 857-857g, 858c, 855d)

RALPH A. BARD,  
Acting Secretary of the Navy.

[F. R. Doc. 44-1395; Filed, January 27, 1944; 11:41 a. m.]

Notices

OFFICE OF ALIEN PROPERTY CUSTODIAN.

UNDERWOOD ELLIOTT FISHER Co.

ORDER AND NOTICE OF HEARING BEFORE VESTED PROPERTY CLAIMS COMMITTEE

Whereas on October 2, 1942, the Alien Property Custodian issued Vesting Order No. 201 (7 F.R. 625) which vested, among other things, United States Patents Nos. 1,566,962, 1,573,751, 1,579,151, 1,582,788, 1,708,066, 1,789,661, 1,804,103, 1,862,240, 1,913,892, 1,922,971, 1,935,858, 1,936,034, 1,947,620, 1,959,779, 2,033,439, 2,046,524, 2,059,652, 2,071,880, 2,091,133, 2,110,987, 2,132,192, 2,143,428, 2,143,741, 2,162,691, 2,173,635, 2,173,636, 2,186,642, 2,228,035, 2,236,642, 2,257,409, 2,266,366, 2,268,166, 2,286,887, 2,298,323, which stood of record in the name of Mercedes Buromaschinen Werke A. G., and Patent No. 1,566,961 which stood of record in the name of one, Hammann, the inventor; and

Whereas on July 30, 1942, the Alien Property Custodian issued Vesting Order No. 68 (7 F.R. 6181) which vested, among other things, Patent Applications Nos. 147,588 (now Patent No. 2,297,243), 241,673 (now Patent No. 2,303,906), 287,670 (now Patent No. 2,308,924), 86,664, 146,897, 182,336, 219,076, 219,077 (now Patent No. 2,322,996), 219,078, 229,026 (now Patent No. 2,322,997), 241,672, 251,634, 259,030, 280,405 (now Patent No. 2,335,251), 287,668, 287,669, 287,672, 301,289, 310,079, 310,080, 326,111, 336,272, 363,552, 363,566 (now Patent No. 2,341,588), 373,996, all of which stood of record in the name of Mercedes Buromaschinen Werke A. G.; and

Whereas there was recited in both Vesting Order No. 201 and Vesting Order No. 68, among other things, a finding that the said patents and the said patent applications, were property in which nationals of foreign country or countries have interests; and

<sup>2</sup>8 F.R. 9701, 10573.

Whereas Underwood Elliott Fisher Company, a Delaware corporation, has filed a claim on Form AFC-17, which appears to assert that the claimant is the true owner of all of the United States Patents set forth above, and is the true owner of all of the applications for United States patents set forth above.

Now, therefore, it is ordered, Pursuant to the regulations heretofore issued by the Alien Property Custodian, as amended (8 F.R. 16709) that a hearing on the said claim be held before the Vested Property Claims Committee on Tuesday, February 8, 1944, at 10:00 a. m. Eastern War Time, in Room 633, National Press Building, 14th and F Streets NW., Washington, D. C., to continue thereafter at such time and places as the Committee may determine. It is further ordered, That this notice of hearing be served by registered mail upon the said claimant and be published in the FEDERAL REGISTER.

Any person desiring to be heard either in support of or in opposition to the said claim may appear at the hearing, and is requested to notify the Vested Property Claims Committee, Office of Alien Property Custodian, National Press Building, 14th and F Streets NW., Washington (25), D. C., on or before February 3, 1944.

The foregoing characterization of the claim is for informational purposes only, and shall not be construed to constitute an admission or an adjudication by the Office of Alien Property Custodian as to the nature or validity of the claim. Copies of the claim and of the said Vesting Order are available for public inspection at the above address.

[SEAL] VESTED PROPERTY CLAIMS COMMITTEE,  
JOHN C. FITZGERALD,  
Chairman.  
MICHAEL F. KRESKY.

[F. R. Doc. 44-1383; Filed, January 27, 1944; 11:15 a. m.]

[Dissolution Order 3]  
AMERLUX STEEL CORP.

In re: Amerlux Steel Corporation, a California corporation.

Whereas by Vesting Order No. 346, dated November 7, 1942, (7 F.R. 11033, December 29, 1942) the undersigned vested 700 shares of the capital stock of Amerlux Steel Corporation, a California corporation, which shares represented 70% of the then issued and outstanding stock; and

Whereas the remaining 300 shares of capital stock of Amerlux Steel Corporation outstanding were surrendered to said corporation and retired and cancelled, and the undersigned is now the sole shareholder of said Amerlux Steel Corporation; and

Whereas Amerlux Steel Corporation has been substantially liquidated,

Now, under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9035, as amended, and pursuant to law, the undersigned, after investigation:

1. Finding that all known claims and demands against and liabilities of Amerlux Steel Corporation have been paid, satisfied and discharged; and

2. Determining that it is in the national interest of the United States to dissolve the said corporation and to distribute its assets;

*It is ordered,* That the officers and directors of Amerlux Steel Corporation, to-wit: A. L. Stoner, president and director, L. B. Parker, vice president and director, and Wayne H. Knight, secretary, treasurer and director, shall cause the dissolution of Amerlux Steel Corporation, in accordance with the statutes of the State of California in such cases made and provided; and

*It is further ordered,* That the said officers and directors above-named wind up the affairs of said corporation and distribute the assets thereof coming into their possession, as follows:

(a) They shall first pay the current expenses and reasonable and necessary charges of winding up the affairs of said corporation and the dissolution thereof, if any;

(b) They shall then pay all known taxes and fees of the United States and of the State of California owed by or accruing against said corporation, if any;

(c) They shall then distribute and pay over to the undersigned as holder of all of the outstanding and issued stock of the corporation, all other funds and property remaining in their hands after the payments as aforesaid; and

*It is further ordered,* That nothing herein set forth shall be construed as prejudicing the rights, under the laws of the State of California, of any person who may claim against said corporation: *Provided, however,* That nothing herein contained shall be construed as creating additional rights in such persons; and such persons or any of them may file claims with the undersigned against any funds or property received by the undersigned as stockholders as above set forth: *Provided, however,* That any such claim shall be filed with or presented to the undersigned within the time prescribed for such claims by the Statutes of California; and

*It is ordered,* That all actions taken and acts done by the officers and directors of Amerlux Steel Corporation, above-named, pursuant to this order and the directions contained therein shall be deemed to have been taken and done in reliance on and pursuant to subdivision 2 of section 5 (b) of the Trading with the Enemy Act, as amended, and the acquittance and exculpation provided for therein.

Executed at Washington, D. C., January 22, 1944.

LEO T. CROWLEY,  
*Alien Property Custodian.*

[F. R. Doc. 44-1387; Filed, January 27, 1944;  
11:14 a. m.]

[Vesting Order 284, Amdt.]

#### INTERESTS OF GERMAN NATIONALS IN NINE CONTRACTS

Vesting Order Number 284 of October 31, 1942, is amended as follows and not otherwise:

(a) By cancelling, in paragraph 2 of Exhibit A attached thereto and made a part thereof, the date "January 2, 1940";

(b) By changing, in paragraph 7 of Exhibit A attached thereto and made a part thereof, the date "March 18, 1940" to "May 4, 1940".

All other provisions of said Vesting Order Number 284 and all action taken on behalf of the undersigned in reliance thereon, pursuant thereto and under the authority thereof are hereby ratified and confirmed.

Executed at Washington, D. C., on January 22, 1944.

[SEAL] LEO T. CROWLEY,  
*Alien Property Custodian.*

[F. R. Doc. 44-1378; Filed, January 27, 1944;  
11:14 a. m.]

[Vesting Order 1641, Amdt.]

CLARA HEINZE

In re: First mortgage on real property, a fire insurance policy and a claim owned by Clara Heinze, also known as Clara Lejeune-Dirichlet.

Vesting Order Number 1641, dated June 10, 1943, is hereby amended to read as follows:

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding:

1. That the last known address of Clara Heinze, also known as Clara Lejeune-Dirichlet is Klein-Brettken, Post Angerapp, Preussen, Germany, and that she is a resident of Germany and a national of a designated enemy country (Germany);

2. That Clara Heinze, also known as Clara Lejeune-Dirichlet, is the owner of the property described in subparagraph 3 hereof;

3. That the property described as follows:  
a. That certain mortgage executed on the 31st day of March, 1923, by Dora O. Pettinati, and recorded in the Register's Office of Bronx County, New York, in Liber 677 of Mortgages at page 435, which mortgage was assigned to Rudolph and Anna Heinze by the Bond & Mortgage Guarantee Company by an unrecorded assignment dated October 24, 1923, and thereafter assigned by Anna Heinze to Clara Heinze by an unrecorded assignment dated March 17, 1930, and any and all obligations secured by said mortgage, including but not limited to any and all collateral (including the aforesaid mortgage) for any or all such obligations and the right to enforce and collect such obligations, and the right to the possession of any and all notes, bonds or other instruments evidencing such obligations,

b. All right, title, interest and claim of Clara Heinze also known as Clara Lejeune-Dirichlet, in and to fire insurance policy No. 35-16693 issued by the American Equitable Assurance Company covering the premises subject to the mortgage described in subparagraph 3-a hereof, and

c. All right, title, interest and claim of any name or nature whatsoever of Clara Heinze, also known as Clara Lejeune-Dirichlet, in and to any and all obligations, contingent or otherwise and whether or not matured, owing to the said Clara Heinze, also known as Clara Lejeune-Dirichlet, by Manufacturers Trust Company, 55 Broad Street, New York, New York, including but not limited to all security rights in and to any and all collateral for any and all such obligations, and the right to enforce and collect such obligations, and including particularly any and all claims against said bank arising out of the management of the mortgage described in subparagraph 3-a hereof,

is property within the United States owned or controlled by a national of a designated enemy country (Germany);

And determining that the property described in subparagraphs 3-b and 3-c hereof is necessary for the maintenance or safeguarding of other property (namely, that property described in subparagraph 3-a hereof) belonging to the same national of the same designated enemy country and subject to vesting (and in fact vested by this order) pursuant to section 2 of said Executive order:

And further determining that to the extent that such national is a person not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country (Germany);

And having made all determinations and taken all action, after appropriate consultation and certification required by law, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described in subparagraph 3 hereof, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest, and for the benefit, of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account, or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall this order be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on January 22, 1944.

[SEAL] LEO T. CROWLEY,  
*Alien Property Custodian.*

[F. R. Doc. 44-1379; Filed, January 27, 1944;  
11:14 a. m.]

[Vesting Order 1965, Amdt.]

PAULINE HAASE

In re: Two first mortgages on real property, a junior interest in a first mortgage on real property and a claim owned by Pauline Haase.

Vesting Order Number 1965, dated August 6, 1943, is hereby amended to read as follows:

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding:

1. That the last known address of Pauline Haase is % Anna Heimg, Schaefer Strasse #50 part Dresden A5, Saxony, Germany, and that she is a resident of Germany and a national of a designated enemy country (Germany);

2. That Pauline Haase is the owner of the property described in subparagraph 3 hereof;

3. That the property described as follows:

a. Those certain mortgages and that certain junior interest in a mortgage particularly described below, and any and all obligations secured by said mortgages and said junior interest, including but not limited to all security rights in and to any and all collateral (including the aforesaid mortgages and junior interest) for any and all such obligations, and the right to enforce and collect such obligations and the right to the possession of any and all notes, bonds or other instruments evidencing such obligation:

(i) A first mortgage executed on October 18, 1923 by Annie Stahl and Alexander Stahl and recorded on October 19, 1923 in the Register's Office, Kings County, New York, in Liber 7156 of Mortgages, page 417, and assigned to Pauline Haase by an unrecorded assignment dated November 19, 1928,

(ii) A first mortgage executed on October 23, 1919 by David Siegel, also known as Davis Siegel, and Annie Siegel, recorded on October 24, 1919, in the Register's Office, Kings County, New York, in Liber 4667 of Mortgages, page 35, and assigned to Pauline Haase by an unrecorded assignment dated April 11, 1923,

(iii) A \$500 junior interest in a first mortgage executed on September 3, 1931, by Michael Marmorale, Rocco Massimiano and Sarah Massimiano, and recorded on September 4, 1931, in the Register's Office, Queens County, New York, in Liber 3891 of Mortgages, page 507, which interest was assigned to Pauline Haase, by an unrecorded assignment dated October 1, 1931, and

b. All right, title, interest and claim of any name or nature whatsoever of Pauline Haase in and to any and all obligations, contingent or otherwise and whether or not matured, owing to Pauline Haase by Fulton Service Corporation, 157 Remsen Street, Brooklyn, New York, including but not limited to all security rights in and to any and all collateral for any or all such obligations and the right to enforce and collect such obligations, and including particularly any and all claims against Fulton Service Corporation arising out of the management of the mortgages and junior interest described in subparagraph 3-a hereof,

is property within the United States owned or controlled by a national of a designated enemy country (Germany);

And determining that the property described in subparagraph 3-b hereof is necessary for the maintenance or safeguarding of other property (namely, that property described in subparagraph 3-a hereof) belonging to the same national of the same designated enemy country and subject to vesting (and in fact vested by this order) pursuant to section 2 of said Executive order;

And further determining that to the extent that such national is a person not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country (Germany);

And having made all determinations and taken all action, after appropriate consultation and certification required by law, and deeming it necessary in the national interest,

Hereby vests in the Alien Property Custodian the property described in subparagraph 3 hereof, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest, and for the benefit, of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account, or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall this order be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on January 22, 1944.

[SEAL]

LEO T. CROWLEY,  
Alien Property Custodian.

[F. R. Doc. 44-1380; Filed, January 27, 1944;  
11:14 a. m.]

[Vesting Order 2035, as Amended, Amdt.]

KYUYA ABIKO

In re: Cameras and miscellaneous property belonging to Kyuya Abiko and other repatriated nationals.

Vesting Order Number 2035, dated August 25, 1943, as amended, is hereby further amended as follows and not otherwise:

a. By deleting the words "contact camera" appearing opposite the name Kondo, Renji in Exhibit A attached to and by reference made a part of said vesting order and substituting therefor the words "contax camera",

b. By deleting the figure and word "2 Kodaks" appearing opposite the name Nahayama, Jesaburo in Exhibit A attached to and by reference made a part of said vesting order and substituting therefor the figure and word "1 Kodak", and

c. By deleting the words "Zeks contact camera" appearing opposite the name Yajima, Takusuke in Exhibit A attached to and by reference made a part of said vesting order and substituting therefor the words "Zeks Contax camera".

All other provisions of said Vesting Order Number 2035, as amended, and all action taken on behalf of the undersigned in reliance thereon, pursuant thereto and under the authority thereof are hereby ratified and confirmed.

Executed at Washington, D. C., on January 22, 1944.

[SEAL]

LEO T. CROWLEY,  
Alien Property Custodian.

[F. R. Doc. 44-1382; Filed, January 27, 1944;  
11:14 a. m.]

[Vesting Order 2031, Amdt.]

FREDERICK C. AND ELISE BOHLKEN

In re: Real properties situated in Brooklyn, New York, mortgages on real properties similarly situated, claims, and property insurance policies owned by Frederick C. Bohlken and Elise Bohlken.

Vesting Order Number 2031, dated September 3, 1943, is hereby amended to read as follows:

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding:

1. That the last known address of Frederick C. Bohlken and Elise Bohlken, his wife, is Bahnhof Strasse 61, Loxstedt bei Wessermünde, Germany, and that they are residents of Germany and nationals of a designated enemy country (Germany);

2. That Frederick C. Bohlken and Elise Bohlken, his wife, are the owners of the property described in subparagraph 3 hereof;

3. That the property described as follows:

a. Real property situated in Kings County, New York, particularly described in Exhibit A, attached hereto and by reference made a part hereof, together with all hereditaments, fixtures, improvements and appurtenances thereto, and any and all claims for rents, refunds, benefits or other payments arising from the ownership of such property,

b. Real property situated in Kings County, New York, particularly described in Exhibit B attached hereto and by reference made a part hereof, together with all hereditaments, fixtures, improvements and appurtenances thereto, and any and all claims for rents, refunds, benefits or other payments arising from the ownership of such property,

c. These certain mortgages particularly described below, and any and all obligations secured by said mortgages including but not limited to any and all security rights in and to any and all collateral (including the aforesaid mortgages) for any and all such obligations and the right to enforce and collect such obligations, and the right to the possession of any and all notes, bonds or other instruments evidencing such obligations:

(i) That certain mortgage executed on April 10, 1931, by Paul Gantert and Rebecca Gantert, his wife, and recorded on April 11, 1931 in the Register's Office of Kings County, New York, in Liber 2312 of Mortgages at page 485,

(ii) That certain mortgage executed on January 25, 1924, by Schnitzer Buildings Corporation and recorded on January 23, 1924, in the Register's Office of Kings County, New York, in Liber 5632 of Mortgages at page 117,

(iii) That certain mortgage executed on May 27, 1925 by Marbam Realty Corporation and recorded on May 23, 1925 in the Register's Office of Kings County, New York, in Liber 6051 of Mortgages at page 495,

(iv) That certain mortgage executed on April 10, 1931, by Paul Gantert and Rebecca Gantert, his wife, and recorded on April 11, 1931 in the Register's Office of Kings County, New York, in Liber 2312 of Mortgages at page 487,

(v) That certain mortgage executed on April 10, 1931 by Paul Gantert and Rebecca Gantert, his wife, and recorded on April 11, 1931 in the Register's Office of Kings County, New York, in Liber 2312 of Mortgages at page 482,

d. All right, title, and interest of Frederick C. Bohlken and Elise Bohlken, his wife, in and to the insurance policies described in Exhibit C, attached hereto and by reference made a part hereof, which insurance policies insure the property described in subparagraphs 3-a and 3-b hereof and the mortgages' interests in the property subject to

the mortgages described in subparagraph 3-c hereof, and

e. All right, title, interest and claim of any name or nature whatsoever of Frederick C. Bohlken and Elise Bohlken, his wife, in and to any and all obligations, contingent or otherwise and whether or not matured, in the amount of \$1,000, constituting a portion of a claim owing to Frederick C. Bohlken and Elise Bohlken by Richter & Kaiser, Inc., and represented on the books of Richter & Kaiser, Inc., as a credit balance to Frederick C. Bohlken and Elise Bohlken, including but not limited to all security rights in and to any and all collateral for any and all such obligations and the right to enforce and collect such obligations,

is property within the United States owned or controlled by nationals of a designated enemy country (Germany);

And determining that the property described in subparagraph 3-e hereof is necessary for the maintenance or safeguarding of other property (namely, that property described in subparagraphs 3-a to 3-c inclusive hereof) belonging to the same nationals of the same designated enemy country and subject to vesting (and in fact vested by this order) pursuant to section 2 of said Executive order;

And further determining that to the extent that such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country (Germany);

And having made all determinations and taken all action, after appropriate consultation and certification required by law, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described in subparagraphs 3-a and 3-b hereof, subject to recorded liens, encumbrances and other rights of record held by or for persons who are not nationals of designated enemy countries, and hereby vests in the Alien Property Custodian the property described in subparagraphs 3-c to 3-e inclusive hereof,

All such property so vested to be held, used, administered, liquidated, sold or otherwise dealt with in the interest, and for the benefit, of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account, or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall this Order be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on January 22, 1944.

[SEAL]

LEO T. CROWLEY,  
Alien Property Custodian.

EXHIBIT A

All that certain lot, piece or parcel of land with the buildings and improvements thereon erected, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

Beginning at a point on the northerly side of 8th Street distant 150 feet 9 inches easterly from the corner formed by the intersection of the northerly side of 8th Street with the easterly side of 4th Avenue; running thence northerly parallel with 4th Avenue and part of the distance through a party wall 100 feet, thence easterly parallel with 8th Street 27 feet 6 inches; thence southerly parallel with 4th Avenue and part of the distance through a party wall 100 feet to the northerly side of 8th Street; thence westerly along the said side of 8th Street 27 feet 6 inches to the point or place of beginning.

Together with all the right, title and interest of, in and to 8th Street, lying in front of and adjoining the said premises to the center line thereof.

EXHIBIT B

All that certain plot, piece or parcel of land with the buildings thereon erected or to be erected and all fixtures and articles attached to or to be attached to or used in connection with the premises, situate, lying and being in the Borough of Brooklyn, City of New York, County of Kings, State of New York, bounded and described as follows:

Beginning at a point on the northerly side of Avenue S distant 20'8" westerly from the corner formed by the intersection of the northerly side of Avenue S and the westerly side of East 13th Street, running thence northerly parallel with East 13th Street and part of the distance through a party wall 95'; thence westerly parallel with Avenue S 25' 2"; thence southerly again parallel with East 13th Street 95' to the northerly side of Avenue S, and thence easterly along the northerly side of Avenue S 25' 2" to the point or place of beginning.

Together with all the right, title and interest of the party of the first part of, in and to Avenue S, lying in front of and adjoining the premises to the center line thereof.

Together with an easement over the most easterly 3' 6" of the premises adjoining on the west of the premises herein described for the purpose of ingress and egress for pleasure automobiles only, to and from the garage erected or to be erected on the rear of the premises herein described.

Subject to an easement over the most westerly 3' 6" of the premises herein described in favor of the owner of the premises adjoining on the west for like purposes of ingress and egress for pleasure automobiles only to and from the garage erected or to be erected on the rear of the premises adjoining on the west.

EXHIBIT C

Fire Insurance Policy No. 622473 issued to Frederick C. Bohlken and Elise Bohlken by Yorkshire Insurance Company, for a term of three years from August 10, 1940, in the amount of \$7,500.

Liability Policy No. R. C. 46556 of O. T. C. 14674 issued to Frederick C. Bohlken and Elise Bohlken by the Sun Indemnity Company of New York, for a period of one year from January 5, 1943.

War Damage Insurance Policy No. 596-54-4552 issued to Frederick C. Bohlken and Elise Bohlken by the War Damage Corporation through Pacific Insurance Company, Fiduciary Agent, for a period of one year from July 16, 1942, in the amount of \$7,500.

Fire Insurance Policy No. P-154235 issued to Frederick C. Bohlken and Elise Bohlken by the Patriotic Insurance Company for a period of one year from January 25, 1943, in the amount of \$9,000.

War Damage Policy No. 596-54-4553 issued to Frederick C. Bohlken and Elise Bohlken, his wife, by the War Damage Corporation through the Pacific Insurance Company in the amount of \$9,000 for a period of one year from July 15, 1942.

Fire Insurance Policy No. 713005 issued to Lucrezia Agovino with loss, if any, payable to Frederick C. Bohlken and Elise Bohlken, his wife, as interest may appear by the Camden Fire Insurance Company in the amount of \$14,000 for a period of three years from June 1, 1940.

War Damage Policy No. 596-54-6787 issued to Frederick C. Bohlken and Elise Bohlken, his wife, by the War Damage Corporation through the Pacific Insurance Company in the amount of \$9,000 for a period of one year from August 10, 1942.

Fire Insurance Policy No. 28352 issued to Michele Agostinaccio and Pasqua Agostinaccio, his wife, with loss, if any, payable to Frederick C. Bohlken, first mortgagee, by the Scottish Union and National Insurance Company of Edinburgh, for a period of three years from February 7, 1942.

War Damage Policy No. 596-54-5514 issued to Michele Agostinaccio, with loss, if any, payable to Frederick C. Bohlken, as interest may appear through the Pacific Insurance Company in the amount of \$7,000 for a period of one year from July 27, 1942.

Fire Insurance Policy No. 47271 issued to Angelo Stanzione and Luigia Stanzione, his wife, with loss, if any, payable to Frederick C. Bohlken, the mortgagee, by the Providence Washington Insurance Company in the amount of \$6,000 for a period of three years from April 12, 1942.

War Damage Insurance Policy No. 590-54-6456 issued to Frederick C. Bohlken by the War Damage Corporation, through Pacific Insurance Company in the amount of \$5,000 for a period of one year from August 4, 1942.

[F. R. Doc. 44-1381; Filed, January 27, 1944; 11:14 a. m.]

[Vesting Order 2052]

YAMANAKA & CO., LTD.

In re: Merchandise owned by Yamana & Co., Ltd., Osaka, Japan.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding:

1. That Yamana & Co., Ltd., of Osaka, Japan, is a business enterprise organized under the laws of Japan, with its principal place of business in Osaka, Japan; and is a national of a designated enemy country (Japan);

2. That Yamana & Co., Ltd., of Osaka, Japan, is the owner of the property described in paragraph 3 hereof;

3. That the property described as follows: All the merchandise consigned by Yamana & Co., Ltd., of Osaka, Japan, to the Boston store of Yamana & Co., Inc., presently stored at 680 Fifth Avenue, New York, New York, and believed to be fully set forth in Exhibit A, attached hereto and by reference made a part hereof,

is property within the United States owned or controlled by a national of a designated enemy country (Japan);

And determining that to the extent that such national is a person not within a designated enemy country, the national interest of the United States requires that such person

be treated as a national of a designated enemy country (Japan);

And having made all determinations and taken all action, after appropriate consultation and certification required by law, and deeming it necessary in the national interest, hereby vests in the Alien Property Custodian the property described in paragraph 3 hereof, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest, and for the benefit, of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account, or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall this order be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one, or all, of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order, may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on January 15, 1944.

[SEAL] LEO T. CROWLEY,  
Alien Property Custodian.

EXHIBIT A

Article Number, Quantity and Description

T 3, 2, Japanese bronze rabbits.  
T 809, 1, Cambodian carved stone head.  
T 810, 1, Cambodian carved stone head.  
T 811, 1, Cambodian carved stone head.  
T 812, 1, Cambodian carved stone head.  
T 813, 1, Cambodian carved stone head.  
T 814, 1, Cambodian carved stone head.  
T 815, 1, Cambodian carved stone head.  
T 836, 2, Two-fold, fan decorated, screen.  
T 839, 1, Two-fold screen.  
T 845, 1, Ming pottery, large dragon tile.  
T 851, 1, Gilt bronze Buddha head.  
T 853, 1, Set of Ming bronze pagoda.  
T 867, 1, Three-color Chinese pottery, large deer.  
T 871, 1, Chinese bronze vase.  
T 880, 1, Japanese pewter tea jar.  
T 881, 1, Japanese pewter tea jar.  
T 882, 1, Japanese pewter tea jar.  
T 907, 1, Gilt metal statue.  
T 910, 1, Japanese temple gong with striker in teak stand.

[F. R. Doc. 44-1383; Filed, January 27, 1944; 11:15 a. m.]

[Supp. Vesting Order 2974]

COMPAGNIA ITALIANA TURISMO, INC.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended,

and pursuant to law, the undersigned, after investigation:

1. Having found in Vesting Order Number 45, dated July 1, 1942, that all of the capital stock of Compagnia Italiana Turismo, Inc. (a New York corporation), consisting of 1,500 shares of \$25 par value common stock, was registered in the name of Compagnia Italiana Turismo, S. A., Rome, Italy, and having vested the same;

2. Finding that Compagnia Italiana Turismo, Inc., a corporation organized under the laws of the State of New York, is a business enterprise within the United States;

3. Finding that Compagnia Italiana Turismo, S. A., whose principal place of business is located at 68 Piazza Eodra, Rome, Italy, is a national of a designated enemy country (Italy);

4. Finding that the following wholly owned branch offices of Compagnia Italiana Turismo, S. A., whose principal places of business appear opposite each name, are nationals of a designated enemy country (Italy);

Compagnia Italiana Turismo (Genoa), 4 Via Carlo Felice Genoa, Italy.

Compagnia Italiana Turismo (Rome), 193 Piazza Colonna Rome, Italy.

Compagnia Italiana Turismo (Naples), 72 Piazza Municipio, Naples, Italy;

5. Finding that Compagnia Italiana Turismo (Budapest), whose principal place of business is V. 1 Dorottya U. 2, Budapest, Hungary, is a wholly owned and controlled branch office of Compagnia Italiana Turismo, S. A., and is a national of designated enemy countries (Hungary and Italy);

6. Finding that the following branch offices, whose principal places of business appear opposite each name, are wholly owned and controlled by Compagnia Italiana Turismo, S. A.:

Compagnia Italiana Turismo (London), 77-81 Regent St., London, England.

Compagnia Italiana Turismo (Paris), 5 Boulevard des Capucines, Paris, France.

Compagnia Italiana Turismo (Nice), 16 Avenue de Verdun, Nice, France.

7. Finding that the following persons have claims against Compagnia Italiana Turismo, Inc., which claims, as of June 14, 1941, aggregated \$98,883.00, subject, however, to any accruals or deductions subsequent thereto, and represent interests in said business enterprise:

Compagnia Italiana Turismo, S. A.	\$67,291.00
Compagnia Italiana Turismo (London)	16,035.00
Compagnia Italiana Turismo (Paris)	7,890.00
Compagnia Italiana Turismo (Nice)	2,770.00
Compagnia Italiana Turismo (Genoa)	1,339.00
Compagnia Italiana Turismo (Rome)	1,281.00
Compagnia Italiana Turismo (Naples)	1,164.00
Compagnia Italiana Turismo (Budapest)	1,123.00
<b>Total</b>	<b>\$98,883.00</b>

and determining:

8. That Compagnia Italiana Turismo, Inc., Compagnia Italiana Turismo (London), Compagnia Italiana Turismo (Paris), and Compagnia Italiana Turismo (Nice) are controlled by Compagnia Italiana Turismo, S. A., and are nationals of a designated enemy country (Italy);

9. That to the extent that such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country (Italy);

and having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the interests of Compagnia Italiana Turismo, S. A., Compagnia Italiana Turismo (London), Compagnia Italiana Turismo (Paris), Compagnia Italiana Turismo (Nice), Compagnia Italiana Turismo (Genoa), Compagnia Italiana Turismo (Rome), Compagnia Italiana Turismo (Naples) and Compagnia Italiana Turismo (Budapest) in Compagnia Italiana Turismo, Inc., as represented on the books and records of said company as accounts payable, hereinbefore more fully described, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States, and hereby undertakes the direction, management, supervision and control of said business enterprise to the extent deemed necessary or advisable from time to time by the Alien Property Custodian.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to vary the extent of or terminate such direction, management, supervision or control, or return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national", "designated enemy country" and "business enterprise within the United States" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on January 22, 1944.

[SEAL] LEO T. CROWLEY,  
Alien Property Custodian.

[F. R. Doc. 44-1384; Filed, January 27, 1944; 11:15 a. m.]

[Supp. Vesting Order 2976]

TSUTOMO KAMIJO, ET AL.

In re: Camera and miscellaneous property owned by Tsutomu Kamijo and others.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended,

and pursuant to law, the undersigned, after investigation:

1. Having found, by Vesting Order Number 2035, dated August 25, 1943, as amended, that Tsutomu Kamiyo, Jesaburo Nahayama and Choji Yamago are nationals of a designated enemy country (Japan);

2. Finding that Tsutomu Kamiyo is the owner of the property described in subparagraph 3-a hereof, that Jesaburo Nahayama is the owner of the property described in subparagraph 3-b hereof and that Choji Yamago is the owner of the property described in subparagraph 3-c hereof;

3. Finding that the property described as follows:

- a. 1 extra telephoto lens and 3 filters,
- b. 1 Voightlander camera, 1 Exposure meter, 1 Range finder and 1 Extra case, and
- c. 2 Duto Diffusers, 1 Speedgun Outfit, 1 Proxor Set and 1 Japanese Range finder,

all of which property is presently in the warehouse of the Weissberger Moving and Storage Company, Inc., 214-224 East 22nd Street, New York, New York,

is property within the United States owned or controlled by nationals of a designated enemy country (Japan);

And determining that to the extent that such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country (Japan);

And having made all determinations and taken all action, after appropriate consultation and certification required by law, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described in subparagraph 3 hereof, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest, and for the benefit, of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account, or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof, in whole or in part, nor shall this order be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on January 22, 1944.

[SEAL] LEO T. CROWLEY,  
Alien Property Custodian.

[F. R. Doc. 44-1385; Filed, January 27, 1944; 11:15 a. m.]

## OFFICE OF DEFENSE TRANSPORTATION.

[Supp. Order ODT 3, Rev. 81A]

### COMMON CARRIERS

#### COORDINATED OPERATIONS BETWEEN JOPLIN, MO., AND OKLAHOMA CITY AND COMMERCE, OKLA.

Upon consideration of a plan for joint action filed with the Office of Defense Transportation by Powell Bros. Truck Lines, Inc., Springfield, Missouri, and Frisco Transportation Company, Springfield, Missouri, to facilitate compliance with the requirements and purposes of General Order ODT 3, Revised, as amended (7 F.R. 5445, 6689, 7694; 8 F.R. 4660, 14582), a copy of which plan is attached hereto as Appendix 1,<sup>1</sup> and

It appearing that the proposed coordination of operations is necessary in order to assure maximum utilization of the facilities, services, and equipment, and to conserve and providently utilize vital equipment, materials, and supplies, of the carriers, and to provide for the prompt and continuous movement of necessary traffic, the attainment of which purposes is essential to the successful prosecution of the war, *It is hereby ordered*, That:

1- The plan for joint action above referred to is hereby approved and the carriers are directed to put the plan in operation forthwith, subject to the following provisions, which shall supersede any provisions of such plan that are in conflict therewith.

2. Each of the carriers forthwith shall file a copy of this order with the appropriate regulatory body or bodies having jurisdiction over any operations affected by this order, and likewise shall file, and publish in accordance with law, and continue in effect until further order, tariffs or supplements to filed tariffs, setting forth any changes in rates, charges, operations, rules, regulations, and practices of the carrier which may be necessary to accord with the provisions of this order and of such plan; and forthwith shall apply to such regulatory body or bodies for special permission for such tariffs or supplements to become effective on the shortest notice lawfully permissible, but not prior to the effective date of this order.

3. Whenever transportation service is performed by one carrier in lieu of service by another carrier, by reason of a diversion, exchange, pooling, or similar act made or performed pursuant to the plan for joint action hereby approved, the rates, charges, rules, and regulations governing such service shall be those that would have applied except for such diversion, exchange, pooling, or other act.

4. The provisions of this order shall not be so construed or applied as to require any carrier subject hereto to perform any service beyond its transportation capacity, or to authorize or require any act or omission which is in violation of any law or regulation, or to permit any carrier to alter its legal liability to any shipper. In the event that compliance with any

<sup>1</sup> Filed as part of the original document.

term of this order, or effectuation of any provision of such plan, would conflict with, or would not be authorized under, the existing interstate or intrastate operating authority of any carrier subject hereto, such carrier forthwith shall apply to the appropriate regulatory body or bodies for the granting of such operating authority as may be requisite to compliance with the terms of this order, and shall prosecute such application with all possible diligence. The coordination of operations directed by this order shall be subject to the carriers' possessing or obtaining the requisite operating authority.

5. All records of the carriers pertaining to any transportation performed pursuant to this order and to the provisions of such plan shall be kept available for examination and inspection at all reasonable times by accredited representatives of the Office of Defense Transportation.

6. The plan for joint action hereby approved and all contractual arrangements made by the carriers to effectuate the plan shall not continue in operation beyond the effective period of this order.

7. Communications concerning this order should refer to "Supplementary Order ODT 3, Revised-81A," and, unless otherwise directed, should be addressed to the Division of Motor Transport; Office of Defense Transportation, Washington, D. C.

This Supplementary Order ODT 3, Revised-81A shall become effective and shall supersede Supplementary Order ODT 3, Revised-81 on January 31, 1944, and shall remain in full force and effect until the termination of the present war shall have been duly proclaimed, or until such earlier time as the Office of Defense Transportation by further order may designate.

Issued at Washington, D. C., this 27th day of January 1944.

JOSEPH B. EASTMAN,  
Director,

Office of Defense Transportation.

[F. R. Doc. 44-1374; Filed, January 27, 1944; 9:47 a. m.]

[Supp. Order ODT 3, Rev. 162]

### COMMON CARRIERS

#### COORDINATED OPERATIONS BETWEEN SPRINGFIELD AND HOLLISTER, MO.

Upon consideration of a plan for joint action filed with the Office of Defense Transportation by Powell Bros. Truck Lines, Inc., Springfield, Missouri, Campbell Sixty-six Express, Inc., Springfield, Missouri, and Henry F. Ball, doing business as Ozark Transfer Company, Ozark, Missouri, to facilitate compliance with the requirements and purposes of General Order ODT 3, Revised, as amended (7 F.R. 5445, 6689, 7694; 8 F.R. 4660, 14582), a copy of which plan is attached hereto as Appendix 1,<sup>1</sup> and

It appearing that the proposed coordination of operations is necessary in order to assure maximum utilization of the facilities, services, and equipment, and to conserve and providently utilize vital

equipment, materials, and supplies, of the carriers, and to provide for the prompt and continuous movement of necessary traffic, the attainment of which purposes is essential to the successful prosecution of the war, *It is hereby ordered*, That:

1. The plan for joint action above referred to is hereby approved and the carriers are directed to put the plan in operation forthwith, subject to the following provisions, which shall supersede any provisions of such plan that are in conflict therewith.

2. Each of the carriers forthwith shall file a copy of this order with the appropriate regulatory body or bodies having jurisdiction over any operations affected by this order, and likewise shall file, and publish in accordance with law, and continue in effect until further order, tariffs or supplements to filed tariffs, setting forth any changes in rates, charges, operations, rules, regulations, and practices of the carrier which may be necessary to accord with the provisions of this order and of such plan; and forthwith shall apply to such regulatory body or bodies for special permission for such tariffs or supplements to become effective on the shortest notice lawfully permissible, but not prior to the effective date of this order.

3. Whenever transportation service is performed by one carrier in lieu of service by another carrier, by reason of a diversion, exchange, pooling, or similar act made or performed pursuant to the plan for joint action hereby approved, the rates, charges, rules, and regulations governing such service shall be those that would have applied except for such diversion, exchange, pooling, or other act.

4. The provisions of this order shall not be so construed or applied as to require any carrier subject hereto to perform any service beyond its transportation capacity, or to authorize or require any act or omission which is in violation of any law or regulation, or to permit any carrier to alter its legal liability to any shipper. In the event that compliance with any term of this order, or effectuation of any provision of such plan, would conflict with, or would not be authorized under, the existing interstate or intrastate operating authority of any carrier subject hereto, such carrier forthwith shall apply to the appropriate regulatory body or bodies for the granting of such operating authority as may be requisite to compliance with the terms of this order, and shall prosecute such application with all possible diligence. The coordination of operations directed by this order shall be subject to the carriers' possessing or obtaining the requisite operating authority.

5. All records of the carriers pertaining to any transportation performed pursuant to this order and to the provisions of such plan shall be kept available for examination and inspection at all reasonable times by accredited representatives of the Office of Defense Transportation.

6. The plan for joint action hereby approved and all contractual arrangements made by the carriers to effectuate

the plan shall not continue in operation beyond the effective period of this order.

7. Communications concerning this order should refer to "Supplementary Order ODT 3, Revised-162" and, unless otherwise directed, should be addressed to the Division of Motor Transport, Office of Defense Transportation, Washington, D. C.

This order shall become effective January 31, 1944, and shall remain in full force and effect until the termination of the present war shall have been duly proclaimed, or until such earlier time as the Office of Defense Transportation by further order may designate.

Issued at Washington, D. C., this 27th day of January 1944.

JOSEPH B. EASTMAN,  
Director,

Office of Defense Transportation.

[F. R. Doc. 44-1375; Filed, January 27, 1944;  
9:47 a. m.]

[Supp. Order ODT 3, Rev. 163]

#### COMMON CARRIERS

##### COORDINATED OPERATIONS BETWEEN POINTS IN PENNSYLVANIA, NEW JERSEY, AND NEW YORK

Upon consideration of a plan for joint action filed with the Office of Defense Transportation by Needes' Express, Inc., Kingston, New York and Fisher's Express, Hawthorne, New Jersey, to facilitate compliance with the requirements and purposes of General Order ODT 3, Revised, as amended (7 F.R. 5445, 6689, 7694; 8 F.R. 4660, 14582), a copy of which plan is attached hereto as Appendix 1,<sup>1</sup> and

It appearing that the proposed coordination of operations is necessary in order to assure maximum utilization of the facilities, services, and equipment, and to conserve and providently utilize vital equipment, materials, and supplies, of the carriers, and to provide for the prompt and continuous movement of necessary traffic, the attainment of which purposes is essential to the successful prosecution of the war, *It is hereby ordered*, That:

1. The plan for joint action above referred to is hereby approved and the carriers are directed to put the plan in operation forthwith, subject to the following provisions, which shall supersede any provisions of such plan that are in conflict therewith.

2. Each of the carriers forthwith shall file a copy of this order with the appropriate regulatory body or bodies having jurisdiction over any operations affected by this order, and likewise shall file, and publish in accordance with law, and continue in effect until further order, tariffs or supplements to filed tariffs, setting forth any changes in rates, charges, operations, rules, regulations, and practices of the carrier which may be necessary to accord with the provisions of this order and of such plan; and forthwith shall apply to such regulatory body or bodies for special permission for such tariffs or supplements to become effective

<sup>1</sup> Filed as part of the original document.

on the shortest notice lawfully permissible, but not prior to the effective date of this order.

3. Whenever transportation service is performed by one carrier in lieu of service by another carrier, by reason of a diversion, exchange, pooling, or similar act made or performed pursuant to the plan for joint action hereby approved, the rates, charges, rules, and regulations governing such service shall be those that would have applied except for such diversion, exchange, pooling, or other act.

4. The provisions of this order shall not be so construed or applied as to require any carrier subject hereto to perform any service beyond its transportation capacity, or to authorize or require any act or omission which is in violation of any law or regulation, or to permit any carrier to alter its legal liability to any shipper. In the event that compliance with any term of this order, or effectuation of any provision of such plan, would conflict with, or would not be authorized under, the existing interstate or intrastate operating authority of any carrier subject hereto, such carrier forthwith shall apply to the appropriate regulatory body or bodies for the granting of such operating authority as may be requisite to compliance with the terms of this order, and shall prosecute such application with all possible diligence. The coordination of operations directed by this order shall be subject to the carriers' possessing or obtaining the requisite operating authority.

5. All records of the carriers pertaining to any transportation performed pursuant to this order and to the provisions of such plan shall be kept available for examination and inspection at all reasonable times by accredited representatives of the Office of Defense Transportation.

6. The plan for joint action hereby approved and all contractual arrangements made by the carriers to effectuate the plan shall not continue in operation beyond the effective period of this order.

7. Communications concerning this order should refer to "Supplementary Order ODT 3, Revised-163," and, unless otherwise directed, should be addressed to the Division of Motor Transport, Office of Defense Transportation, Washington, D. C.

This order shall become effective January 31, 1944, and shall remain in full force and effect until the termination of the present war shall have been duly proclaimed, or until such earlier time as the Office of Defense Transportation by further order may designate.

Issued at Washington, D. C., this 27th day of January 1944.

JOSEPH B. EASTMAN,  
Director,

Office of Defense Transportation.

[F. R. Doc. 44-1376; Filed, January 27, 1944;  
9:27 a. m.]

[Supp. Order ODT 3, Rev. 164]

#### COMMON CARRIERS

##### COORDINATED OPERATIONS BETWEEN WICHITA, KANS., AND TULSA, OKLA.

Upon consideration of a plan for joint action filed with the Office of Defense

Transportation by The Santa Fe Trail Transportation Company, Wichita, Kansas, and Yellow Transit Co., Oklahoma City, Oklahoma, to facilitate compliance with the requirements and purposes of General Order ODT 3, Revised, as amended, 7 F.R. 5445, 6689, 7694; 8 F.R. 4660, 14582, a copy of which plan is attached hereto as Appendix 1,<sup>1</sup> and

It appearing that the proposed coordination of operations is necessary in order to assure maximum utilization of the facilities, services, and equipment, and to conserve and providently utilize vital equipment, materials, and supplies, of the carriers, and to provide for the prompt and continuous movement of necessary traffic, the attainment of which purposes is essential to the successful prosecution of the war, *It is hereby ordered*, That:

1. The plan for joint action above referred to is hereby approved and the carriers are directed to put the plan in operation forthwith, subject to the following provisions, which shall supersede any provisions of such plan that are in conflict therewith.

2. Each of the carriers forthwith shall file a copy of this order with the appropriate regulatory body or bodies having jurisdiction over any operations affected by this order, and likewise shall file, and publish in accordance with law, and continue in effect until further order, tariffs or supplements to filed tariffs, setting forth any changes in rates, charges, operations, rules, regulations, and practices of the carrier which may be necessary to accord with the provisions of this order and of such plan; and forthwith shall apply to such regulatory body or bodies for special permission for such tariffs or supplements to become effective on the shortest notice lawfully permissible, but not prior to the effective date of this order.

3. Whenever transportation service is performed by one carrier in lieu of service by another carrier, by reason of a diversion, exchange, pooling, or similar act made or performed pursuant to the plan for joint action hereby approved, the rates, charges, rules, and regulations governing such service shall be those that would have applied except for such diversion, exchange, pooling, or other act.

4. The provisions of this order shall not be so construed or applied as to require any carrier subject hereto to perform any service beyond its transportation capacity, or to authorize or require any act or omission which is in violation of any law or regulation, or to permit any carrier to alter its legal liability to any shipper. In the event that compliance with any term of this order, or effectuation of any provision of such plan, would conflict with, or would not be authorized under, the existing interstate or intrastate operating authority of any carrier subject hereto, such carrier forthwith shall apply to the appropriate regulatory body or bodies for the granting of such operating authority as may be requisite to compliance with the terms of this order, and shall prosecute such application with all possible dili-

gence. The coordination of operations directed by this order shall be subject to the carriers' possessing or obtaining the requisite operating authority.

5. All records of the carriers pertaining to any transportation performed pursuant to this order and to the provisions of such plan shall be kept available for examination and inspection at all reasonable times by accredited representatives of the Office of Defense Transportation.

6. The plan for joint action hereby approved and all contractual arrangements made by the carriers to effectuate the plan shall not continue in operation beyond the effective period of this order.

7. Communications concerning this order should refer to "Supplementary Order ODT 3, Revised-164," and, unless otherwise directed, should be addressed to the Division of Motor Transport, Office of Defense Transportation, Washington, D. C.

This order shall become effective January 31, 1944, and shall remain in full force and effect until the termination of the present war shall have been duly proclaimed, or until such earlier time as the Office of Defense Transportation by further order may designate.

Issued at Washington, D. C., this 27th day of January 1944.

JOSEPH B. EASTMAN,  
Director,

Office of Defense Transportation.

[F. R. Doc. 44-1377; Filed, January 27, 1944;  
9:48 a. m.]

## SECURITIES AND EXCHANGE COMMISSION.

[File No. 59-5]

MIDDLE WEST CORPORATION, ET AL.  
ORDER SEVERING RELATIONS, ETC.

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pa., on the 24th day of January, A. D. 1944.

The Commission having on March 1, 1940, by notice and order duly served, instituted proceedings under section 11 (b) (1) of the Public Utility Holding Company Act of 1935 with respect to The Middle West Corporation and its subsidiary companies, and with respect to the holding company system of each of the subsidiaries of The Middle West Corporation which is a registered holding company; answers having been filed and hearings having been held, proposed findings and briefs in support thereof having been filed and exchanged, oral argument having been heard; and the Commission having duly considered the matter, being fully advised in the premises and having this day issued its findings and opinion herein; and

1. The Commission having determined to defer decision of the issues respecting the extent to which properties of Central Illinois Public Service Company, Kentucky Utilities Company and the subsidiaries thereof, all subsidiaries of The Middle West Corporation, may be retained by The Middle West Corporation

pending the conclusion of reorganization proceedings in which the interests of The Middle West Corporation in Midland United Company and its subsidiaries shall have been determined; but having determined that, notwithstanding the extent of such interests as they may appear, there may be decided herein questions relating to the application of clauses (A), (B) and (C) of section 11 (b) (1) to The Middle West Corporation on the basis of the utility properties of Central Illinois Public Service Company, Kentucky Utilities Company and its subsidiaries, South Fulton Light and Power Company, Old Dominion Power Company, Dixie Power & Light Company (the issues under the said clauses of section 11 (b) (1) being unaffected by the extent to which The Middle West Corporation may acquire direct interests in utility properties in Indiana now parts of the Midland United Company system); and having determined that no other utility systems or other businesses may be retained therewith;

*It is ordered*, On the basis of the said findings and opinion, that The Middle West Corporation shall sever its relations with all properties, operations and companies, except those of Central Illinois Public Service Company and its subsidiaries, Kentucky Utilities Company, South Fulton Light and Power Company, Old Dominion Power Company, and Dixie Power & Light Company, by disposing or causing the disposition, in any appropriate manner not in contravention of the applicable provisions of the said act and the rules and regulations promulgated thereunder, of its direct and indirect ownership and control of such other properties and operations and of its direct and indirect holdings of securities issued and properties owned, controlled or operated by such other companies, jurisdiction being reserved to enter such further order or orders respecting companies and properties not herein ordered to be divested as shall appear necessary in the circumstances in accordance with the views expressed in the findings and opinion of the Commission herein this day issued.

2. The Commission having determined that decision of the issues respecting Kentucky Utilities Company as top company of its holding company system should be deferred for consideration together with the issues relating to the retainability of properties of The Middle West Corporation;

*It is ordered*, That jurisdiction be reserved to enter such further order or orders respecting Kentucky Utilities Company and its subsidiaries as shall appear necessary in the circumstances in accordance with the views expressed in the said findings and opinion.

3. The Commission having determined that opportunity for further argument should be granted upon the application of section 2 (a) (29) (A) to the major electric properties of the subsidiaries of Central and South West Utilities Company; and having determined that opportunity should be granted to introduce further evidence on the gas, water, and ice businesses of the said companies notwithstanding the Rules of

<sup>1</sup> Filed as part of the original document.

Practice of the Commission, but having determined that certain properties may not be retained in the system of Central and South West Utilities Company;

*It is ordered,* That Central and South West Utilities Company shall by appropriate action divest itself in the manner outlined above, of all direct and indirect holdings of securities and interests in Roby & Northern Railway Company, Pittsburgh County Railway Company and McAlester Canning Company, of the utility assets of Public Service Company of Oklahoma in Pine Valley, Oklahoma, those of West Texas Utilities Company in the Dalhart and Texline areas, those of Central Power and Light Company in the Big Bend, Pleasanton and Zapata areas, the properties of Compania Electrica de Ojinaga, S. A., and of the gas properties of West Texas Utilities Company; and

*It is further ordered,* That, notwithstanding the Rules of Practice of the Commission, any of the respondents in this proceeding may, within fifteen days of the date hereof, apply for a rehearing on the issues respecting retainability of the gas, water, and ice businesses of Public Service Company of Oklahoma, Southwestern Light & Power Company, Southwestern Gas and Electric Company, Central Power and Light Company (with the exception of such businesses as are located in the Big Bend, Pleasanton and Zapata areas), and their subsidiaries, together with the electric utility operations of those companies, and jurisdiction is hereby reserved to enter such other and further orders respecting these issues as shall be appropriate in the circumstances; and

Jurisdiction is reserved to enter such further order or orders as shall be appropriate respecting the retainability by Central and South West Utilities Company of the major electric utility properties in its system as set forth in the opinion herein. Respondents will by further order of the Commission be afforded an opportunity for further argument on the application of section 2 (a) (29) (A) to the said properties at a time and place to be set by such further order.

4. The Commission having determined that American Public Service Company may retain its interest in the main interconnected electric utility properties of West Texas Utilities Company (not including the electric utility properties of that company in the so-called Dalhart and Texline areas as more specifically described in the said findings and opinion), and in the properties of Pecos Valley Power & Light Company, having determined that no other utility systems may be retained in addition thereto, and having determined to afford further opportunity to introduce evidence respecting the sewerage business of West Vernon Sewer Company, and the ice and water businesses of West Texas Utilities Company, excepting those in Dalhart and Texline;

*It is ordered,* That American Public Service Company shall, by appropriate action in the manner outlined above, divest itself of the assets of West Texas Utilities Company in the Dalhart and

Texline areas and all gas utility operations of the said company; and

*It is further ordered,* That any of the respondents in this proceeding may apply, notwithstanding the rules of practice of the Commission, within fifteen days of the date hereof, for a rehearing on the issues respecting retainability of the sewerage business of West Vernon Sewer Company, and ice and water businesses of West Texas Utilities Company (except for those in the Dalhart and Texline areas) together with the electric utility operations of that company, and jurisdiction is reserved to enter such other and further orders respecting these issues as shall be appropriate in the circumstances.

5. The Commission having determined that Arkansas-Missouri Power Corporation may retain the single integrated electric utility system comprising its present properties, with the exception of its electric utility properties in and around Piedmont, Missouri, and between Arcadia and Old Mines, Missouri, having determined that no other utility systems may be retained in addition thereto, and having determined that no non-utility properties now owned, operated or controlled by it or its subsidiary East Missouri Power Company may be retained therewith;

*It is ordered,* That Arkansas-Missouri Power Corporation shall, by appropriate action in the manner outlined above, limit itself to those properties, operations and holdings specifically designated herein as retainable.

The Commission desiring to afford to such of the respondents as have had designated for them a single integrated system an opportunity to indicate their preference for limitation to any other single integrated public-utility system within the control of each of them and such other utility and non-utility operations and holdings as may be properly attendant thereto;

*It is ordered,* That, notwithstanding the provisions of the Commission's Rules of Practice, each of such companies may, within fifteen days of the date of this order, petition for leave to indicate a desire to be limited otherwise than as ordered herein and on the basis of a single system within its control other than (but not including) the system herein designated and retainable attendant operations and holdings; and the Commission retains jurisdiction to consider the said request and to make such other and further orders as may be necessary in the premises. If appropriate action under this paragraph is not taken within the time set forth herein, this order shall become final as respects the designations of single systems made herein.

*It is further ordered,* On the basis of said findings and opinion, that there be added to the list of companies dismissed as respondents to this proceeding in the order of the Commission herein dated June 27, 1910, The Home Ice Company.

*It is provided,* with respect to the findings, opinion and order herein, in their entirety, and with respect to the entry, publication and service thereof, that they shall be without prejudice to the right

of the Commission to enter such further appropriate orders from time to time as the Commission may deem necessary to secure compliance by the respondents with the provisions of the Act and the pertinent rules and regulations thereunder and to carry out the provisions of this order; and

*It is further ordered,* That jurisdiction is reserved to the Commission to conduct such proceedings involving any or all of the respondents herein and to make such orders as it shall deem necessary or appropriate under section 11 (b) (2) or any other provision of the Public Utility Holding Company Act of 1935.

By the Commission.

[SEAL] ORVAL L. DUBOIS,  
Secretary.

[F. R. Doc. 44-1392; Filed, January 27, 1944;  
11:24 a. m.]

[File No. 70-725]

AMERICAN & FOREIGN POWER CO., INC., AND  
ELECTRIC BOND AND SHARE CO.

ORDER GRANTING APPLICATIONS, ETC.

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pennsylvania, on the 22d day of January, A. D. 1944.

American & Foreign Power Company Inc. ("Foreign Power"), a registered holding company and a subsidiary of Electric Bond and Share Company ("Bond and Share"), likewise a registered holding company, and Bond and Share having filed their joint amended applications and declarations under the Public Utility Holding Company Act of 1935, and particularly sections 6 (a), 7, 9 (a) (1), 10, 12 (b), 12 (c) and 12 (d) thereof and Rules U-23, U-42, U-44, U-45 and U-50 thereunder, regarding (a) the payment by Foreign Power of \$5,000,000 in cash to, and issuance of 3% serial notes of Foreign Power aggregating \$30,000,000 principal amount to, Bond and Share in cancellation and redemption of the 7% overdue \$35,000,000 note of Foreign Power dated February 14, 1935, held by Bond and Share on which note 6% interest is currently being paid; (b) the sale by Bond and Share, from time to time, exempt from the competitive bidding requirements of Rule U-50, of \$3,200,000 aggregate principal amount of bonds of certain indirect public utility subsidiaries as follows: Arkansas Power & Light Company, First and Refunding Mortgage Gold Bonds, 5% Series, \$233,500; Louisiana Power & Light Company, First Mortgage Gold Bonds, 5% Series, \$377,000; Minnesota Power & Light Company, First and Refunding Mortgage Gold Bonds, 5% Series, \$90,000 and First and Refunding Mortgage Gold Bonds, 4½% Series, \$161,000; Mississippi Power & Light Company, First Mortgage Gold Bonds, 5% Series, \$399,500; New Orleans Public Service Inc., First and Refunding Mortgage Gold Bonds, Series A, 5%, \$397,000 and First and Refunding Mortgage Gold Bonds, Series B, 5%, \$503,000; Pacific Power & Light Company, First Mortgage and Prior Lien Gold Bonds, 5% Series,

\$285,000; and Texas Electric Service Company, First Mortgage Gold Bonds, 5% Series, \$254,000; and (c) the acquisition by Bond and Share of a portion of its outstanding \$5 and \$6 preferred stocks by purchases in the open market with the \$5,000,000 proposed to be paid to it by Foreign Power, together with the proceeds of sale of the aforesaid bonds and the proceeds of the redemption of bonds of indirect subsidiary companies to wit: Florida Power & Light Company, First Mortgage Gold Bonds, 5% Series, \$417,000; Utah Power & Light Company, Thirty Year Five Per Cent Gold Bonds, \$300,000 and Mississippi Power & Light Company, First Mortgage Gold Bonds, 5% Series, \$31,500; and

A public hearing having been held after appropriate notice, and the Commission being fully advised and having this day issued its findings and opinion herein:

On the basis of said findings and opinion, *It is ordered*, That said joint amended application and declarations relating to payment of \$5,000,000 cash by, and issue of said serial notes by, Foreign Power to Bond and Share in cancellation and redemption of said \$35,000,000 note be, and the same hereby are, respectively granted and permitted to become effective forthwith, subject, however, to the terms and conditions prescribed in Rule U-24, and subject to the further terms and conditions that:

(1) The approval herein contained is subject to the express conditions and reservation that the authorization by the Commission of the transactions herein proposed shall in no way serve to affect the rank or status, legal or equitable, of the debt claim of Bond and Share against Foreign Power heretofore represented by the note to be retired and hereafter to be represented by the notes to be issued by Foreign Power to Bond and Share hereunder, or the existing jurisdiction of the Commission with respect to said debt claim, in connection with any future reorganization of Foreign Power or any other matter in which said rank or status would be pertinent;

(2) All agreements, conditions and reservations of jurisdiction heretofore imposed, made or entered into shall continue in effect and shall in no sense be deemed to have been waived, terminated or exercised by the action taken herein or hereunder; and

(3) If final determination of such rank and status and the propriety of payment of such notes has not been made prior to the date of maturity of any one or more of said notes, no payment shall be made or received on or with respect to the principal of any of said notes at maturity or otherwise, except pursuant to permission of the Commission and until such permission is given, interest on said note proposed to be paid shall not be

accrued, paid or charged at a rate in excess of 3% per annum unless the Commission by order shall have permitted a higher rate of interest; and failure to make any such payment of principal prior to permission of the Commission to make such payment shall not serve to accelerate the maturity of any of said notes not otherwise matured by their terms.

*It is further ordered*, That the declaration relating to the sale by Bond and Share of the bonds of its indirect subsidiaries, be, and the same hereby is, permitted to become effective, forthwith, subject, however, to the terms and conditions prescribed in Rule U-24.

*It is further ordered*, That the application for exemption of the aforesaid sale of bonds from the competitive bidding requirements of subsections (b) and (c) of Rule U-50 be, and the same hereby is, granted.

*It is further ordered*, That the declaration respecting the acquisition by Bond and Share of a portion of its outstanding \$5 and \$6 preferred stocks, be and the same hereby is, permitted to become effective forthwith, subject to the terms and conditions prescribed in Rule U-24, and to the further terms and conditions that:

(1) All purchases shall be effected on the New York Curb Exchange except that the Company may purchase large blocks of stock otherwise than on said Exchange, *Provided*, That notice of intention to effect each such purchase together with a statement of the identity of the seller, the price proposed to be paid and any fees or commissions to be incurred in connection therewith shall have been given to the Commission and the Company shall not have been informed by the Commission that it intends to issue an order to show cause why such purchase should not be consummated. The Company shall not solicit or cause to be solicited the sale of any shares to the Company either on or off the Exchange.

(2) The Company shall furnish to the Commission promptly at the end of each week a report showing the number of shares of each class of preferred stock purchased each day during the week, the prices at which they were purchased and the names of the brokers through whom they were purchased;

(3) The Company shall include in its quarterly reports to stockholders information as to the total number of shares of each class purchased and the aggregate purchase price for each class;

(4) No purchases shall be made after August 2, 1944, subject, however, to the right of the company to apply for an extension or extensions of such period;

(5) The Commission reserves jurisdiction in its discretion to rescind or modify its order at any time prior to

August 2, 1944, or the expiration of any extension or extensions beyond such date, any such rescission or modification to be applicable to such portion of the cash permitted to be employed for such purchases pursuant to the proposals herein as shall not have been previously expended.

(6) The Company shall advise by letter the holders of record of its preferred stock fully with respect to its intention to make purchases with the funds herein permitted to be used for such purchases and the method to be employed, and the Commission reserves jurisdiction with respect to the form and contents of such notice and any similar communications; and

(7) The Commission reserves jurisdiction to require that all shares of preferred stock acquired by the company pursuant to the present declaration and order be retired and cancelled.

By the Commission.

[SEAL] ORVAL L. DUBOIS,  
Secretary.

[F. R. Doc. 44-1393; Filed, January 27, 1944;  
11:24 a. m.]

[File No. 70-265]

CITIES SERVICE COMPANY

ORDER PERMITTING WITHDRAWAL

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pa., on the 25th day of January 1944.

Cities Service Company, a registered holding company, having heretofore filed a declaration regarding the acquisition of certain of its outstanding debentures from the public and from two wholly-owned subsidiary companies, and having filed an amendment to the declaration requesting the Commission to defer action on the portion of the proposal contemplating acquisition of debentures from the public; and

The Commission having on March 26, 1941 issued its order permitting the declaration to become effective in respect of the acquisition of debentures from the subsidiary companies; and

Cities Service Company having now requested permission of the Commission to withdraw the declaration insofar as it concerns the acquisition of debentures from the public; and

It appearing to the Commission that it is appropriate in the public interest and in the interest of investors and consumers to permit the declaration in this respect to be withdrawn:

*It is so ordered.*

By the Commission.

[SEAL] ORVAL L. DUBOIS,  
Secretary.

[F. R. Doc. 44-1394; Filed, January 27, 1944;  
11:24 a. m.]