

THE NATIONAL ARCHIVES
LITTERA SCRIPTA MANET
1934
OF THE UNITED STATES

FEDERAL REGISTER

VOLUME 7 NUMBER 240

Washington, Wednesday, December 9, 1942

Regulations

TITLE 10—ARMY: WAR DEPARTMENT

Chapter VII—Personnel

PART 73—APPOINTMENT OF COMMISSIONED OFFICERS, WARRANT OFFICERS, AND CHAPLAINS

ASSIGNMENT

Section 73.211 is amended as follows:

§ 73.211 *Assignment.* * * *

(b) An officer appointed in the Army of the United States and assigned to a branch immaterial position not allotted to a particular arm or service will be designated as NMB (not member of a branch) for arm or service. (Ch. 414, 55 Stat. 728; 10 U. S. C. Sup. 484) [Par. 13, AR 605-10, December 10, 1941, as amended by C 2, November 18, 1942]

[SEAL] J. A. ULIO,
Major General,
The Adjutant General.

[F. R. Doc. 42-12962; Filed, December 7, 1942; 12:50 p. m.]

Chapter VIII—Procurement and Disposal of Equipment and Supplies

PART 81—PROCUREMENT OF MILITARY SUPPLIES AND ANIMALS

MISCELLANEOUS AMENDMENTS

The following sections of War Department Procurement Regulations dated September 5, 1942, as amended, published in the FEDERAL REGISTER, October 13, 1942, 7 F. R. 8082 and 7 F. R. 8163; November 13, 1942, 7 F. R. 9268; November 24, 1942, 7 F. R. 9660; and December 8, 1942, 7 F. R. 10184, are hereby further amended as follows:

Sections 81.303 (b), 81.324 (a) and (b), 81.352, 81.917 (b) (5), 81.918 (d), 81.923, 81.940, 81.948 (a) and (c), 81.1303, 81.1304, 81.1312 and the headings preceding §§ 81.1412 and 81.1414 are amended; §§ 81.205 (b) (5), 81.205a, 81.324 (c) and (d), and 81.917 (b) (10) are added; and §§ 81.324 (c), 81.420 (g), and 81.917 (b) (10) to (12) are redesignated.

Figures to the right of the decimal point in section numbers correspond

with paragraph numbers in procurement regulations.

AUTHORITY: Sec. 52, National Defence Act, as amended, 41 Stat. 764, 54 Stat. 1225; 10 U. S. C. 1193-1195, and the First War Powers Act, 1941, 55 Stat. 836, 50 U. S. C. Sup. C01-622.

NEGOTIATED PURCHASES

§ 81.205 *Special instructions.* * * *
(b) *Where consistent with the required speed of war procurement.* * * *

(5) Has not been debarred in accordance with § 81.205a.

§ 81.205a *Debarred bidders.* Contracts will not be placed with contractors who are on any of the following lists of debarred bidders:

List of bidders, debarred from bidding on War Department contracts by reason of violations of the Walsh-Healey Act (See § 81.916 et seq.);

List of bidders who are debarred from bidding on War Department contracts by reason of violations of the Davis-Bacon Act (See § 81.910 et seq.);

War Department confidential list of bidder to whom awards will not be made.

(a) The Adjutant General will distribute to the supply services lists of bidders debarred by the Comptroller General by reason of violations of the Walsh-Healey Act or the Davis-Bacon Act. (See Act of June 30, 1936, Sec. 3, 49 Stat. 2037; 41 U. S. C. 37; Act of August 30, 1935, 49 Stat. 1012, 40 U. S. C. 276c-2.)

(b) *Confidential list of bidders.* A bidder will be placed by The Adjutant General upon the confidential list of bidders to whom awards will not be made, where the Director, Purchases Division, Headquarters, Services of Supply, determines any such bidder to be guilty of fraud or attempted fraud against the United States, and for the duration of the present war, in any instance where it is determined by the Director, Purchases Division, that the best interests of the United States require that contracts be not awarded to such bidder. In recommending that a bidder's name be placed on this list, a full report of the specific instances of the bidder's alleged dereliction will be submitted by the chief of the supply service concerned to the Director, Purchases Division,

(Continued on next page)

CONTENTS

REGULATIONS AND NOTICES

ALIEN PROPERTY CUSTODIAN:	Page
Vesting orders:	
Alpers, Clara.....	10274
Baer, Rose O.....	10275
Bellon, Emanuel G.....	10273
Berghoff, Gustave A.....	10274
Bohl, Albert.....	10270
Bruggen, Anna.....	10275
Buhmann, Theodore.....	10273
DeJonge, Edward J.....	10269
Di Re Durando, Victoria.....	10272
Essers, Anna.....	10275
Ferretti, A., et al.....	10268
Forke, Max.....	10270
Friedmann, Albert T.....	10274
Harbach, W. L.....	10271
Hell, Elizabeth A.....	10272
Japan Cotton and Silk Trading Co., Inc.....	10268
Kreisel, Bertha.....	10271
Kunkel, Caroline.....	10271
Lauer, Margaret.....	10272
Lillienfeld, L., et al.....	10268
Trost, Eugen.....	10270
Viertel, Frederick Berthold.....	10269
Watermeyer, Frederick E.....	10269
BITUMINOUS COAL DIVISION:	
District 13; minimum price schedule amended.....	10253
Hearings, etc.:	
Coal Hill Mining Co., Inc.....	10265
District Board 2.....	10265
CIVIL AERONAUTICS BOARD:	
Investigation of accident occurring near Dayton, Ohio.....	10263
FEDERAL POWER COMMISSION:	
Electric utilities, annual report forms (2 documents).....	10253
INTERSTATE COMMERCE COMMISSION:	
Freight forwarders; regulations for destruction of records.....	10259
OFFICE OF PRICE ADMINISTRATION:	
Adjustments, etc.:	
Champion Rivet Co.....	10276
Snail Exterminator Co.....	10259
United Color and Pigment Co.....	10259
Cigars (MPR 260, Am. 1).....	10255
Meat restriction:	
(Order 1, Am. 6).....	10258
(Order 1, Am. 7).....	10253
Newsprint paper, standard (Rev. MPR 130, Corr.).....	10255
Sugar (Ration Order 3, Am. 28).....	10258

(Continued on next page)



Published daily, except Sundays, Mondays, and days following legal holidays by the Division of the Federal Register, The National Archives, pursuant to the authority contained in the Federal Register Act, approved July 26, 1935 (49 Stat. 500), under regulations prescribed by the Administrative Committee, approved by the President.

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

The daily issue of the FEDERAL REGISTER will be furnished by mail to subscribers, free of postage, for \$1.25 per month or \$12.50 per year, payable in advance. Remit money order payable to the Superintendent of Documents directly to the Government Printing Office, Washington, D. C. The charge for single copies (minimum, 10¢) varies in proportion to the size of the issue.

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

Telephone information: District 0526.

CONTENTS—Continued

OFFICE OF PRICE ADMINISTRATION— Continued.	Page
Wool and wool tops and yarns (RPS 58, Am. 11).....	10257
WAGE AND HOUR DIVISION:	
Learner employment certificates, various industries (2 documents).....	10266, 10267
WAR DEPARTMENT:	
Fixed text messages for armed forces outside U. S.	10261
Officer procurement, appointment regulations.....	10264
Personnel; appointment of commissioned officers, etc.....	10247
Procurement regulations, amendments.....	10247
WAR MANPOWER COMMISSION:	
Occupational deferment of officers and employees of Federal Government, rescission of directive.....	10276
Transportation of workers to non-ferrous metal producing areas, regulations.....	10253
WAR PRODUCTION BOARD:	
Gold mining (L-208, Interpretation 1).....	10254
Strategic materials, imports (M-63-f).....	10254
Suspension order: General Refrigerator Corp....	10254
Titanium pigments (M-44, revocation).....	10254
Welding rods and electrodes (L-146).....	10254

Headquarters, Services of Supply, together with any available evidence relating to the contract concerned and the complaint against the bidder.

(c) Procedure for placing bidders on confidential list. The Director, Purchases Division, (if such action has not

been taken previously) will notify the bidder by registered mail that a recommendation has been made that the bidder's name be placed upon the War Department's confidential list of bidders to whom awards will not be made. The notice will state specifically the contract, bid or action, of the bidder as to which complaint is made and will specify in reasonable detail the nature of the complaint. The notice will inform the bidder that he may make a statement in writing with reference to the complaint on or before a date to be stipulated in the notice. The Director, Purchases Division, may make such other investigation and study of the complaint, either directly or through The Judge Advocate General, or The Inspector General, as he may deem proper. If he is of the opinion that the bidder's name should be placed upon the confidential list, he will transmit the complete file, including any statement filed by the bidder, to The Adjutant General with a direction that the bidder's name be placed on this list. The bidder will not be given access to any evidence in the hands of the War Department but will be furnished only with a statement of the alleged dereliction in the manner previously set forth.

(d) The Director, Purchases Division, when he determines that a bidder's name should be placed upon the confidential list will prepare and transmit to The Adjutant General, for transmission to the bidder, the supply services, and the Comptroller General, drafts of notices from The Adjutant General of the action taken.

CONTRACTS

§ 81.303 *General requirements for contracts.* * * *

(b) Purchase transactions of either of the following types will be evidenced by a formal contract;

(1) Transactions, the contract price of which exceed \$5,000, and which involve a delivery or performance that will extend over a period in excess of 180 days.

(2) Transactions, the contract price of which exceeds \$500,000.

MANDATORY AND OPTIONAL CONTRACT PROVISIONS

Section 81.324 (a) and (b) are amended, paragraph (c) is redesignated paragraph (e) and new paragraphs (c) and (d) are added as follows:

§ 81.324 *Termination for convenience of the Government.* (a) Every lump-sum supply contract regardless of subject matter, except:

(1) Contracts to be completed in six months or less for an amount of less than \$500,000 and

(2) Contracts for an amount of less than \$50,000 regardless of the date of completion will contain an article without deviation as follows:

ARTICLE. * * * *Termination for the convenience of the Government.* (a) The Government may, at any time, terminate this contract in whole or in part by a notice in writing from the Contracting Officer to the Contractor that the contract is terminated under this Article. Such termination shall be effective in the manner and upon the date specified in said notice and shall be without

prejudice to any claims which the Government may have against the Contractor, or any claims which the Contractor may have against the Government. Upon receipt of such notice the Contractor shall, except as the Contracting Officer directs otherwise, (1) discontinue all work and the placing of all orders for materials and facilities in connection with performance of this contract, cancel all existing orders chargeable to this contract, and terminate all subcontracts chargeable to this contract; (2) transfer to the Government, by delivery f. o. b. ----- or by such other means as the Contracting Officer may direct, title to all completed supplies (including spare parts, drawings, information and other things) called for herein, not previously delivered, and partially completed supplies, work in process, materials, fabricated parts, plans, drawings, and information acquired or produced by the Contractor for the performance of this contract; and (3) take such action as may be necessary to secure to the Government the benefits of any rights remaining in the Contractor under orders or subcontracts wholly or partially chargeable to this contract to the extent that such orders or subcontracts are so chargeable. If and as the Contracting Officer so directs or authorizes, the Contractor shall sell at a price approved by the Contracting Officer, or retain at a price mutually agreeable, any such supplies, partially completed supplies, work in process, materials, fabricated parts or other things. The proceeds of such sale or the agreed price shall be paid or credited to the Government in such manner as the Contracting Officer may direct so as to reduce the amount payable by the Government under this Article.

(b) The Government shall, upon such termination of this contract, pay to the Contractor the contract price of all supplies, (including spare parts, drawings, information, and other things) called for herein which have been completed in accordance with the provisions of this contract and to which title has been received by the Government under the provisions of paragraph (a) (2) of this Article and for which payment has not previously been made.

(c) In addition to, and without duplication of the payments provided for in paragraph (b), or of payments made prior to the termination of this contract, the Government shall pay to the Contractor such sum as the Contracting Officer and the Contractor may agree by Supplemental Agreement is reasonably necessary to compensate the Contractor for his costs, expenditures, liabilities, commitments, and work in respect to the uncompleted portion of the contract so far as terminated by the notice referred to in paragraph (a). The Contracting Officer shall include in such sum such allowance for anticipated profit with respect to such uncompleted portion of the contract as is reasonable under all the circumstances.

(d) If the Contracting Officer and the Contractor, within 90 days from the effective date of the notice of termination referred to in paragraph (a) or within such extended period as may be agreed upon between them, cannot agree upon the sum payable under the provisions of paragraph (c), the Government, without duplication of any payment made pursuant to paragraph (b) or prior to the termination of this contract, shall in the above events compensate the Contractor for the uncompleted portion of the contract as follows:

(1) By reimbursing the Contractor for all actual expenditures certified by the Contracting Officer as having been made with respect to the uncompleted portion of the contract;

(2) By reimbursing, or providing for the payment or reimbursement of, the Contractor for all expenditures made with the prior written approval of the Contracting Officer in settling or discharging that portion of the outstanding obligations or commit-

ments of the Contractor which had been incurred or entered into with respect to the uncompleted portion of the contract; and

(3) By paying the Contractor, as a profit on the uncompleted portion of the contract insofar as a profit is realized hereunder, a sum to be computed by the Contracting Officer in the following manner:

(A) The Contracting Officer shall estimate the profit which would have been realized on the uncompleted portion of the contract if the contract had been completed and labor and material costs prevailing at the date of termination had remained in effect.

(B) Estimate, from a consideration of all relevant factors, the percentage of completion of the uncompleted portion of the contract.

(C) Multiply the anticipated profit determined under (A) by the percentage determined under (B). The result is the amount to be paid to the Contractor as a proportionate share of profit, if any, as above provided.

Notwithstanding the above provisions, no compensation shall be paid under this paragraph (d) by way of reimbursement for expenditure, including expenditures made in settling or discharging obligations or commitments, or by way of profit on account of supplies and other things which are undeliverable because of destruction or damage, whether or not because of the fault of the contractor.

(e) The Government shall pay to the Contractor such sum as the Contracting Officer and the Contractor may agree upon for expenditures made and costs incurred with the approval of the Contracting Officer (a) after the date of termination for the protection of Government property, and (b) for such other expenditures and costs as may be necessary in connection with the settlement of this contract, and in the absence of such agreement as to the amount of such expenditures and costs shall reimburse the Contractor for the same.

(f) The obligation of the Government to make any of the payments required by this Article shall be subject to any unsettled claim for labor or material and to any claim which the Government may have against the Contractor under or in connection with this contract, and payments under this Article shall be subject to reasonable deductions by the Contracting Officer on account of defects in the materials or workmanship of completed or partially completed supplies delivered hereunder.

(g) The sum of all amounts payable under this Article, plus the sum of all amounts previously paid under this contract, shall not exceed the total contract price, adjusted in the event that this contract contains an article providing for price adjustment, on the basis of the estimate of the Contracting Officer, to the extent which would have been required by such article if this contract had been completed and labor and materials costs prevailing at the date of termination had remained in effect.

(h) Should the above provisions of this Article not result in payment to the Contractor of at least \$100, then that amount shall be paid to the Contractor in lieu of any and all payments hereinbefore provided for in this Article.

(1) The Government shall promptly make partial payments to the Contractor.

(1) on account of the amounts due under paragraphs (b), (c) and (d) of this Article to the extent that, in the judgment of the Contracting Officer, such payments are clearly within the amounts due under such paragraphs, and

(2) of such amounts as the Contracting Officer may direct, on account of proposed settlements of outstanding obligations or commitments, to be made by the Contractor pursuant to paragraph (d) (2) of this Article, if such settlements shall have been ap-

proved by the Contracting Officer and subject to such provisions for escrow or direct payment to the persons entitled to receive such settlement payments as the Contracting Officer may require.

(j) Any disputes arising out of termination under this Article shall be decided in accordance with the procedure prescribed in Article 12 of this contract.

(k) Upon the making of the payments called for by this Article, all obligations of the Government to make further payments or to carry out other undertakings hereunder shall cease forthwith and forever, except that all rights and obligations of the respective parties under the Articles, if any, of this contract applicable to patent infringements and reproduction rights shall remain in full force and effect.

(l) The Government shall terminate this contract only in accordance with this Article, except as otherwise provided by law or by Article _____ (Delays-Damages). Notwithstanding Article _____ (Delays-Damages) and any defaults of the Contractor, the Government shall terminate this contract only in accordance with this Article if such termination is simultaneous with or part of or in connection with a general termination of war contracts at, about the time of, or following the cessation of the present hostilities or the end of the present war, unless the Contracting Officer finds that the defaults of the Contractor (1) have been gross or willful and (2) have caused substantial damage to the Government.

The foregoing clause may be inserted in any contract as to which its inclusion is not mandatory. (See also paragraph (c), (d) and (e) of this section.)

(b) Every lump-sum construction contract regardless of subject matter, except:

(1) Contracts to be completed in six months or less for an amount of less than \$50,000 and

(2) Contracts for an amount of less than \$50,000 regardless of the date of completion, will contain the following clause without deviation:

Article . . . Termination for convenience of the Government. (a) The Government may terminate this contract in whole or in part at any time by a notice in writing from the Contracting Officer to the Contractor, specifying the date upon which such termination shall become effective and the extent to which the performance of such contract shall be terminated. Termination shall be effective upon the date and to the extent specified in said notice.

(b) Upon receipt of the notice of termination the Contractor shall except insofar as the notice directs otherwise with respect to this contract, or, in the event of partial termination, with respect to the part thereof covered by the notice:

(1) Discontinue all work and the placing of all orders for materials and facilities otherwise required for the performance thereof;

(2) Cancel all existing orders and subcontracts to the extent such orders and subcontracts are chargeable to the performance thereof;

(3) Transfer to the Government, in accordance with the directions of the Contracting Officer, all materials, supplies, work in process, facilities, equipment, machinery or tools acquired by the Contractor in connection with the performance thereof, and all plans, drawings, working drawings, sketches, specifications and information for use in connection therewith. If, and as the Contracting Officer so directs or authorizes, the Contractor shall sell at a price approved by the Contracting Officer, or retain at a price mutually agreeable, any such materials, supplies, equipment, machinery, tools, or other things, *Provided*,

however, that the Contractor may retain any such equipment, machinery and tools as of right if he so elects in writing, stating that he will forego reimbursement therefor. The proceeds of any such sale, or the agreed price, shall be paid or credited to the Government in such manner as the Contracting Officer may direct so as to reduce the amount payable by the Government under this Article.

(4) Take such action as may be necessary to secure to the Government the benefits of any rights remaining in the Contractor under orders or subcontracts chargeable thereto to the extent that such orders or subcontracts are so chargeable;

(5) Take such action as the Contracting Officer may prescribe for the protection and preservation of all property in the possession or control of the Contractor, title to which is transferable to the Government under the provisions of this Article.

Should the notice of termination cover only a portion of this contract, the Contractor will proceed to completion of such portions as are not terminated.

(c) Upon compliance by the Contractor with the above provisions of this Article and subject to deductions or credit for payments previously made, and without duplication of any such payments, the Government shall pay the Contractor such sum as the Contracting Officer and the Contractor may agree by Supplemental Agreement is reasonably necessary to compensate the Contractor for his costs, expenditures, liabilities, commitments and work with respect to this contract, other than the expenditures and costs referred to in paragraph (e) of this Article. The Contracting Officer shall include in such sum such allowance for profit with respect to the contract as is reasonable under all the circumstances.

(d) If the Contracting Officer and the Contractor, within 90 days from the effective date of the notice of termination referred to in paragraph (a), or within such extended period as may be agreed upon between them, cannot agree upon the sum payable under the provisions of paragraph (c), the Government shall instead compensate the Contractor in the following manner, subject to deductions or credit for payments previously made, and without duplication thereof, and upon compliance with the provisions of paragraphs (a) and (b) of this Article:

(1) By reimbursing the Contractor for all actual expenditures certified by the Contracting Officer as having been made with respect to this contract, including expenditures made in connection with any portions of the contract which may have been completed prior to termination, as well as expenditures made after termination in completing those portions of the contract which the Contractor may have been required by the notice of termination to complete.

(2) By reimbursing or providing for the payment or reimbursement, the Contractor for all expenditures made with the prior written approval of the Contracting Officer in settling or discharging any outstanding contractual obligations or commitments incurred or entered into by the Contractor with respect to this contract;

(3) By paying the Contractor, as a profit on this contract, insofar as a profit is realized hereunder, an amount to be computed by the Contracting Officer in the following manner:

(A) Estimate the profit which would have been realized on this contract if the contract had been completed and labor and materials costs prevailing at the date of terminations had remained in effect.

(B) Estimate, from a consideration of all relevant factors, the percentage of completion of the contract including any work performed after termination. In estimating the percentage of completion, the Contracting Officer shall estimate the percentage of

the total work required by the contract which the work actually accomplished represents.

(C) Multiply the profit determined under (A) by the percentage determined under (B). The product is the amount to be paid the Contractor as profit.

(e) The Government shall pay to the Contractor such sum as the Contracting Officer and the Contractor may agree upon for expenditures made and costs incurred with the approval of the Contracting Officer (a) after the date of termination for the protection of Government property, and (b) for such other expenditures and costs as may be necessary in connection with the settlement of this contract, and in the absence of such agreement as to the amount of such expenditures and costs shall reimburse the Contractor for the same.

(f) The obligation of the Government to make any of the payments required by this Article shall be subject to any unsettled claim for labor or material and to any claim which the Government may have against the Contractor under or in connection with this contract, and payments under this Article shall be subject to reasonable deductions by the Contracting Officer on account of defects in materials or workmanship.

(g) The sum of all amounts payable under this Article, plus the sum of all amounts previously paid under this contract, shall not exceed the total contract price, adjusted in the event that this contract contains an article providing for price adjustment, on the basis of the estimate of the Contracting Officer, to the extent which would have been required by such article if this contract had been completed and labor and materials costs prevailing at the date of termination had remained in effect.

(h) Should the above provisions of this Article not result in payment to the Contractor of at least \$100, then that amount shall be paid to the Contractor in lieu of any and all payments hereinbefore provided for in this Article.

(i) The Government shall promptly make partial payments to the Contractor

(1) on account of the amounts due under paragraphs (c), (d) and (e), of this Article to the extent that, in the judgment of the Contracting Officer, such payments are clearly within the amounts due under such paragraphs, and

(2) of such amounts as the Contracting Officer may direct, an account of proposed settlements of outstanding obligations or commitments, to be made by the Contractor pursuant to paragraph (d) (2) of this Article, if such settlements shall have been approved by the Contracting Officer and subject to such provisions for escrow or direct payment to the persons entitled to receive such settlement payments as the Contracting Officer may require.

(j) Any disputes arising out of termination under this Article shall be decided in accordance with the procedure prescribed in Article * * * of this contract.

(k) Upon the making of the payments called for by this Article, all obligations of the Government to make further payments or to carry out other undertakings hereunder shall cease forthwith and forever, except that all rights and obligations of the respective parties under the Articles, if any, of this contract applicable to patent infringements and reproduction rights shall remain in full force and effect.

(l) The Government shall terminate this contract only in accordance with this Article, except as otherwise provided by law or by Article * * * (Delays-Damage). Notwithstanding Article * * * (Delays-Damages) and any defaults of the Contractor, the Government shall terminate this contract only in accordance with this Article if such termination is simultaneous with or part of or in connection with a general termination of war contracts at, about the

time of, or following the cessation of the present hostilities or the end of the present war, unless the Contracting Officer finds that the defaults of the Contractor (1) have been gross or wilful and (2) have caused substantial damage to the Government.

The foregoing clause may be inserted in any contract as to which its inclusion is not mandatory. (See also paragraphs (c), (d), and (e) of this section.)

(c) Authority is hereby delegated to the chief of each supply service, or his duly authorized representative, to amend or to authorize the amendment of any contract with the consent of the contractor, either by inserting therein an article in the form set forth in paragraph (a) of this section, in the case of a lump-sum supply contract, or in paragraph (b) of this section in the case of a lump-sum construction contract, or by substituting an article, substantially in such form, for any article providing for termination for the convenience of the Government, already contained in such contract. The articles may be inserted by amendment in any lump-sum contract as to which their inclusion is not mandatory.

(d) The provisions of the articles set forth in paragraphs (a) and (b) of this section furnish more expeditious methods of settlement, than have hitherto been provided, of the amounts due by reason of the termination of contracts for the convenience of the Government, thus reducing expense, expenditure of time, auditing difficulties, and administrative inconvenience, both for Government and for the Contractor. Such provisions will tend to eliminate the obstacles to procurement which arise from the apprehensions, frequently expressed by contractors, that there will be long delays in the making of settlements in the event of termination of contracts for the convenience of the Government, including any such termination taking place as a result of the conclusion of hostilities. Accordingly, supply services will be liberal in making amendments of contracts to include the substance of the aforementioned articles.

(e) On rare occasions, in connection with an initial contract with a contractor for a particular product or type of construction, involving a long period of preparation for the performance of the contract or unusually large development and planning costs, unusual circumstances may give rise to the request that the contractor be given special protection against loss through termination for the convenience of the Government at an early stage of the performance of the contract. In such cases, a full statement of the facts and a draft of any special contract provisions recommended will be submitted through the chief of the supply service negotiating the contract, to the Director, Purchases Division, Headquarters, Services of Supply, for approval.

The last sentence of the clause quoted in § 81.352 is amended by changing the word "winter" to "weather" so as to read as follows:

§ 81.352 *Delays-damages clause.* * * *

The term "excusable delay" as used in this paragraph means any delay in mak-

ing deliveries which results without fault or negligence on the part of the Contractor and which is due to unforeseeable causes beyond his control including, without being limited to, acts of God or of the public enemy, any preference, priority or allocation order issued by the Government or any other act of the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; and, unless the Contracting Officer shall determine that the materials or supplies to be furnished under a subcontract are procurable in the open market, any delay of a subcontractor which results without fault or negligence on the part of the Contractor, and which is due to unforeseeable causes beyond the control of the Contractor, including without being limited to the types of causes above enumerated.

INSURANCE

Section 81.420 (g) is redesignated § 81.420a as follows:

§ 81.420a *Insurance on government-owned property.* * * *

WALSH-HEALEY PUBLIC CONTRACTS LAW

Section 81.917 (b) (5) is amended, a new subparagraph (10) is added, and subparagraphs (10 to 12) are renumbered (11 to 13) as follows:

§ 81.917 *Applicability of Walsh-Healey public contracts law.* * * *

(b) The following changes and additions to the regulations referred to in paragraph (a) of this section have been published:

* * * * *

(5) An exemption from the application of section 1 (d) and section 2 of the basic law has been granted with respect to employment of girls between the ages of 16 and 18 by contractors in any industry, subject to the following conditions:

(i) That no girl under 16 years of age shall be employed.

(ii) That no girl under 18 years of age shall be employed for more than 8 hours in any one day, or between the hours of 10 p. m. and 6 a. m., or in any way contrary to State laws governing hours of work.

(iii) That no girl under 18 years of age shall be employed in any operation or occupation which, under the Fair Labor Standards Act or under any State Law or administrative ruling, is determined to be hazardous in nature or dangerous to health.

(iv) That for every girl under the age of 18 years employed by him the contractor shall obtain and keep on file a certificate of age showing that the girl is at least 16 years of age.

(v) That a specific and definite luncheon period of at least 30 minutes be regularly granted any women workers under 18 years of age.

(vi) That no girl under 18 years shall be employed at less than the minimum hourly rate set by or under the Fair Labor Standards Act or the Walsh-Healey Public Contracts Act for the industry in which the exemption is granted.

* * * * *

(10) Article 501 (Records of Employment) of the aforementioned rulings and interpretations has been amended by substituting for the words "under 21 years of age" in item (b) the words "under 19 years of age."

(11) Articles 601, 602, 1101, and 1201 of the Administrative Regulations (pages 43 to 45 of the Regulations) have been amended as follows:

(12) The following Article has been added to the aforementioned rulings and interpretations:

(13) By order dated September 2, 1942, the Secretary of Labor

§ 81.918 General instructions.

(d) The minimum wage determinations made to date by the Secretary of Labor are published in the succeeding sections.

	<i>Section</i>
Aircraft manufacturing industry.....	81.937
Blueprint paper coating industry.....	81.944
Bobbinet industry.....	81.938
Chemical and related products industry.....	81.961
Cement industry.....	81.950
Cotton garments and allied industries.....	81.924
Barrack bags and bandoleers.....	81.924
Textile bolts, leggings, covers, bags, etc.....	81.924
Dental goods and equipment manufacturing industry.....	81.954
Die casting manufacturing industry.....	81.953
Dimension granite industry.....	81.926
Drug and medicine industry.....	81.942
Envelope industry.....	81.929
Evaporated milk industry.....	81.957
Fertilizer industry.....	81.946
Fireworks industry.....	81.934
Commercial fireworks.....	81.934
Fuses, flares, etc.....	81.934
Flintglass industry.....	81.932
Fiberglass and fiberglass products.....	81.932
Furniture industry.....	81.941
Metal furniture.....	81.941
Public seating.....	81.941
Wood furniture.....	81.941
Handkerchief industry.....	81.928
Iron and steel industry.....	81.939
Knitted and men's woven underwear and commercial knitting industry.....	81.919
Leather, leather trimmed, and sheep-lined garments industry.....	81.931
Leather manufacturing industry.....	81.959
Luggage and saddlery industries.....	81.933
Carrier's tie straps and leather pouches.....	81.933
Men's hats and caps industry.....	81.922
Women's hats and caps.....	81.922
Men's neckwear industry.....	81.925
Paint and varnish industry.....	81.958
Paper and pulp industry.....	81.949
Photographic supplies industry.....	81.943
Rainwear industry.....	81.923
Scientific industrial and laboratory instruments industry.....	81.955
Seamless hosiery industry.....	81.921
Small arms ammunition, explosives, and related products industry.....	81.948
Small arms ammunition.....	81.948
Explosives.....	81.948
Blasting caps.....	81.948
Shoe manufacturing and allied industries.....	81.927
Soap industry.....	81.945
"Specialty accounting" supply manufacturing industry.....	81.947
Structural clay products industry.....	81.951
Surgical instruments and apparatus industry.....	81.956
Tag industry.....	81.936

	<i>Section</i>
Textile Industry.....	81.960
Tobacco industry.....	81.949
Uniform and clothing industry.....	81.932
Suits and coats.....	81.953
Outdoor jackets.....	81.952
Wool trousers.....	81.952
Vitreous or vitrified china industry.....	81.939
Wool carpet and rug industry.....	81.935
Work gloves industry.....	81.920

Note: * * *

81.923 *Rainwear industry.* Manufacture or supply of men's raincoats, including vulcanized water-resistant, of oiled waterproof cotton outer garments, and of other types of rainwear.

Date effective: December 4, 1942, except that learners may be employed at subminimum rates, in accordance with the present applicable regulations of the Administrator of the Wage and Hour Division, on or after December 4, 1942, in the performance of contracts, bids for which were solicited or negotiations otherwise commenced by the contracting agency prior to that date.

Wage: 40 cents an hour or \$16 per week of 40 hours, arrived at either upon a time or piece-work basis. Learners may be employed at sub-minimum rates in accordance with the present applicable regulations issued by the Administrator of the Wage and Hour Division under the Fair Labor Standards Act of 1938 which were adopted by the Secretary of Labor for the purposes of this determination.

§ 81.940 *Tobacco industry.* The tobacco industry, for the purposes of this determination, is defined to include the manufacture of cigarettes, of chewing and smoking tobaccos, and of snuff, but to exclude the manufacture of cigars.

Date effective: December 4, 1942.

Wage: 40 cents an hour, or \$16 per week of 40 hours, arrived at either upon a time or piece work basis. Learners may be employed at subminimum rates in accordance with the present applicable regulations issued by the Administrator of the Wage and Hour Division under the Fair Labor Standards Act of 1938 which were adopted by the Secretary of Labor for the purposes of this determination.

§ 81.948 *Small arms ammunition, explosives, and related products industry.*

(a) *Small arms ammunition.*

Without reference to *etc.*

- Cartridges: blank.
- Engine starter.
- Howitzer igniting.
- Motor igniting.
- Target rocket igniting.
- Primers, saluting.
- Shot shells (empty or loaded):
 - Riot gun.
 - Shot gun.

Not over .50 caliber.

- Bullets.
- Cartridges: machine gun.
- Pistol.
- Revolver.
- Rifle.
- Submachine gun.
- Cases, cartridge, empty.
- Cores, bullet.

and the primers, shot, and wads used in connection with any of the products included in either of the above groups.

Date effective: September 16, 1940.

Wage: 42.5 cents an hour or \$17.00 per week of 40 hours, arrived at either upon a time or piece rate basis. Apprentices may be employed at lower rates than herein determined, provided their employment conforms to the standards of the Federal Committee on Apprenticeship.

(c) *Blasting caps.*

Blasting caps.
Detonating caps.

Date effective: September 16, 1940.

Wage: 47.5 cents per hour or \$19.00 per week of 40 hours, arrived at either upon a time or piece rate basis. Apprentices may be employed at lower rates than herein determined, provided their employment conforms to the standards of the Federal Committee on Apprenticeship.

FORMS OF CONTRACTS

In § 81.1303, paragraph *h* of section 1, Article II is amended, paragraph *b* is added to section 7, Article II, section 3 of Article XIX is rescinded and sections 4 and 5 redesignated 3 and 4, respectively, and appendix C is amended, as follows:

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

ART. II. *Cost of work*—1. *Reimbursement for contractor's expenditures.*

h. Salaries of resident engineers, superintendents, timekeepers, foremen, and other field employees of the Contractor in connection with the work. In case the full time of any field employee of the Contractor is not applied to the work, his salary shall be included in this item only in proportion to the actual time applied thereto. No person shall be assigned to service by the Contractor as superintendent of construction, chief engineer, chief purchasing agent, chief accountant, or similar position in the Contractor's field organization, or as principal assistant to any such person, until there has been submitted to and approved by the Contracting Officer a statement of the qualifications, experience, and salary of the person proposed for such assignment. The payment of any excess salary over such scheduled amounts shown in the approved salary schedule, Appendix C, attached hereto and made a part hereof shall not be reimbursable, unless and until the Chief of the Supply Service has so approved in writing.

7. *a.* The government reserves the right to unrich

b. Insert § 81.933.

ART. XIX. *Definitions.*

3. Except for the original signing of this contract, and except as otherwise stated herein, the term "Contracting Officer" as used herein shall include his duly appointed successor or his authorized representative.

4. The term "construction plant" shall include any part thereof.

APPENDIX C

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

1. For the purposes of this Appendix C it is understood that * * *

d. Group "A" employees will be paid at the rate of straight time for all work which they are required to perform in excess of 48 hours during the first six days of any regularly scheduled work-week, and at the rate of two times straight time for work which they are required to perform on the seventh consecutive day of such work-week.

e. Group "B" employees will be expected to work any reasonable number of hours, six (6) days per week, without payment of additional compensation. They will be paid at the rate of two times straight time (the weekly salary divided by 48) for all work which they are required to perform on the seventh consecutive day.

f. Group "C" employees will be considered supervisory or executive employees, and will be expected to work any necessary number of hours (including work on Sundays) without payment of additional compensation.

g. Group "D" employees normally employed on an hourly basis will be governed by the overtime policies applicable to the laborers and mechanics under their supervision. Group "D" employees engaged on a weekly or monthly basis will be governed by the overtime policies applicable to Group "A", "B", and "C" employees.

h. The number of hours which shall constitute a work week for Group "E" employees shall be determined by the Contractor, with the approval of the Contracting Officer, and salaries for such employees fixed accordingly. If Group "E" employees are required to work in excess of the number of hours so determined, during the first six consecutive days of any regularly scheduled work-week, because of unforeseen contingencies, the employee will not be paid additional compensation, but will be granted compensatory time off with pay. If required to work on the seventh consecutive day, such employees shall be paid therefor at the rate of two times straight time.

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

New Year's Day.

July Fourth.

Labor Day.

Thanksgiving Day.

Christmas Day.

Memorial Day or one other such holiday of greater local importance.

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

k. Only in situations of emergency will approval be granted to work, on the seventh consecutive day or more than 48 hours in any established work-week, those employees who are not engaged in executive or supervisory capacities. In such cases prior approval of the District Engineer shall be obtained.

l. The above provisions shall not apply to employees engaged on work prosecuted in foreign countries.

§ 81.1304 W. D. Contract Form No. 4.

* * *

ART. III-X. Alterations. * * *

APPENDIX C

d. Group "A" employees will be paid at the rate of straight time for all work which they are required to perform in excess of 48 hours during the first six days of any regularly scheduled workweek, and at the rate of two times straight time for work which they are required to perform on the seventh consecutive day of such workweek.

e. Group "B" employees will be expected to work any reasonable number of hours, six (6) days per week, without payment of additional compensation. They will be paid at the rate of two times straight time (the weekly salary divided by 48) for all work which they are required to perform on the seventh consecutive day.

f. Group "C" employees will be considered supervisory or executive employees, and will be expected to work any necessary number of hours (including work on Sundays) without payment of additional compensation.

g. Group "D" employees normally employed on an hourly basis will be governed by the overtime policies applicable to the laborers and mechanics under their supervision. Group "D" employees engaged on a weekly or monthly basis will be governed by the overtime policies applicable to Group "A", "B", and "C" employees.

h. The number of hours which shall constitute a work week for Group "E" employees shall be determined by the Contractor, with the approval of the Contracting Officer, and salaries for such employees fixed accordingly. If Group "E" employees are required to work in excess of the number of hours so determined, during the first six consecutive days of any regularly scheduled work-week, because of unforeseen contingencies, the employee will not be paid additional compensation but will be granted compensatory time off with pay. If required to work on the seventh consecutive day, such employees shall be paid therefor at the rate of two times straight time.

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

New Year's Day.

July Fourth.

Labor Day.

Thanksgiving Day.

Christmas Day.

Memorial Day or one other such holiday of greater local importance.

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

k. Only in situations of emergency will approval be granted to work, on the seventh consecutive day or more than 48 hours in any established work-week, those employees who are not engaged in executive or supervisory capacities. In such cases prior approval of the District Engineer shall be obtained.

l. The above provisions shall not apply to employees engaged on work prosecuted in foreign countries.

In § 81.1312 Article VII is amended, a new paragraph b is added to section 3 of Article II and paragraphs b, c, and d are redesignated c, d, and e, respectively, as follows:

§ 81.1312 W. D. Contract Form No. 12. * * *

ART. VII. Changes. 1. The Contracting Officer may at any time by written order issue additional instructions, require additional work or services or direct the omission of work or services covered by this contract. If such changes cause a material increase or decrease in the amount or character of the work and services to be done under this contract an equitable adjustment of the amount of the fixed fee to be paid the Architect-Engineer shall be made and the contract shall be modified in writing accordingly. Any claim for adjustment under this Article must be asserted within 10 days from the date the change is ordered. Nothing provided in this Article shall excuse the Architect-Engineer from proceeding with the prosecution of the work so changed. There shall be no adjustment in the amount of the fixed fee as provided herein, nor any claim therefor because of any errors and/or omissions made in computing the estimated cost of the work under this contract or where the actual cost varies from the estimated cost.

ART. XI. Cost of the work. * * *

3. Reservations by Government. * * *

b. Insert § 81.333.

c. The Government reserves the right to pay directly to common carriers any or all freight charges on construction plant, materials and supplies.

d. The Government reserves the right to pay directly to the person concerned all sums due from the A-E-M for labor, materials, or other charges.

e. The Government will pay directly for all telegraphic communications (including teletype and facsimile when authorized by the Contracting Officer to be installed), cablegrams, radiograms, and similar messages that may be sent by the A-E-M pertaining directly to the contract for work to be done or materials to be furnished thereunder, and the A-E-M is hereby designated as an agent of the Government for the purpose of causing to be transmitted any such messages.

The center heading preceding § 81.1412 as published in the FEDERAL REGISTER dated November 24, 1942 (7 F.R. 9667) should read:

SUBSEQUENT PROCEDURE WHERE CLAIMANTS AGREE AS TO AMOUNT OF COMPENSATION

and the center heading preceding § 81.1414 as published in the FEDERAL REGISTER dated November 24, 1942 (7 F.R. 9667) should read:

SUBSEQUENT PROCEDURE WHERE CLAIMANTS DISAGREE AS TO AMOUNT OF COMPENSATION

[SEAL]

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

[F. R. Doc. 42-12964; Filed, December 7, 1942; 12:50 p. m.]

TITLE 18—CONSERVATION OF POWER

Chapter I—Federal Power Commission

Subchapter E—Approved Forms

[Order No. 101]

PART 210—STATEMENTS AND REPORTS (SCHEDULES)

FORM NO. 64

DECEMBER 2, 1942.

Prescribing the filing of power system statements for electric utilities, licensees and others, FPC Form No. 64.

The Commission, pursuant to sections 4 (a), 301 (a), 304 (a), 309, and 311 of the Federal Power Act, and other provisions of said Act thereunto authorizing it, orders, That:

§ 201.51 *Annual report, FPC Form No. 64.* (a) The accompanying FPC Form No. 64¹ for Power System Statement (Class I and II systems), including the instructions and schedules therein contained, be and the same hereby is approved;

(b) Each corporation, person, agency, authority, or other legal entity or instrumentality, whether public or private, which operates facilities for the generation, or transmission, or distribution of electric energy, and which is in the classification of a Class I or a Class II system (as the same are defined in the accompanying Form FPC No. 64 shall prepare and file with the Commission on or before the date indicated by said form, such statement or statements and in such form as is required by said instructions and schedules, setting forth the answers to the questions therein stated and furnishing the information therein called for;

(c) Order No. 84, dated November 4, 1941, is hereby rescinded.

This order and the form herein prescribed shall become effective on December 21, 1942; and the Secretary of the Commission shall cause prompt publication of this order to be made in the FEDERAL REGISTER.

By the Commission.

[SEAL] LEON M. FUQUAY,
Secretary.

[F. R. Doc. 42-12967; Filed, December 7, 1942; 2:56 p. m.]

[Order No. 102]

PART 210—STATEMENTS AND REPORTS (SCHEDULES)

FORM NO. 64-A

DECEMBER 2, 1942.

Prescribing the filing of power system statements for electric utilities, licensees and others, FPC Form No. 64-A.

The Commission, pursuant to sections 4 (a), 301 (a), 304 (a), 309 and 311 of the Federal Power Act, and other provisions of said Act thereunto authorizing it, orders That:

§ 210.52 *Annual report, FPC Form No. 64-A.* (a) The accompanying FPC Form No. 64-A,¹ Power System Statement (Class III and Class IV systems), including the instructions and schedules therein contained, be and the same hereby is approved;

(b) Each corporation, person, agency, authority or other legal entity or instrumentality, whether public or private, which operates facilities for the generation or transmission, or distribution of electric energy, and which is in the classification of a Class III or Class IV system (as the same are defined in the accompanying Form No. 64-A) shall prepare and file with the Commission on or before the date indicated by said form, such statement or statements and in such form as is required by said instructions and schedules, setting forth the answers to the questions therein stated and furnishing the information therein called for: *Provided*, That said form shall not be required to be prepared and filed for Class III systems having "net energy for system" during the year less than 5,000,000 kilowatt-hours (as the same is defined in the accompanying form), or for Class IV systems having energy received plus net generation during the year less than 5,000,000 kilowatt-hours except as specifically directed;

(c) Order No. 85, dated November 4, 1941, is hereby rescinded.

This order and the form herein prescribed shall become effective on December 21, 1942; and the Secretary of the Commission shall cause prompt publication of this order to be made in the FEDERAL REGISTER.

By the Commission.

[SEAL] LEON M. FUQUAY,
Secretary.

[F. R. Doc. 42-12968; Filed, December 7, 1942; 2:56 p. m.]

TITLE 29—LABOR

Chapter VII—War Manpower Commission

[Amendment No. 1]

PART 901—TRANSPORTATION OF WORKERS REGULATIONS GOVERNING TRANSPORTATION OF WORKERS TO NON-FERROUS METAL PRODUCING AREAS

Section 901.3 of the "Regulations Governing Transportation of Workers to Non-Ferrous Metal Producing Areas," [7 F. R. 8457] promulgated by the Chairman of the War Manpower Commission on October 17, 1942, pursuant to the letter of the President dated October 8, 1942, allocating certain sums from the Emergency Fund for the President to the War Manpower Commission, is hereby amended, effective October 17, 1942, to read as follows:

§ 901.3 *Persons for whom transportation provided.* Transportation may be provided for a worker qualified for min-

ing employment and not to exceed three dependents of any such worker, from points in the continental United States to places of employment in the non-ferrous metal industry. For the purposes of these regulations, "dependent" means a wife or minor child of the worker or a person whose support the worker has assumed in good faith: *Provided*, that the worker maintains a bona fide family relationship in his home with such wife, child or other person.

PAUL V. McNUTT,
Chairman, War Manpower
Commission.

DECEMBER 4, 1942.

[F. R. Doc. 42-12361; Filed, December 7, 1942; 12:49 p. m.]

TITLE 30—MINERAL RESOURCES

Chapter III—Bituminous Coal Division

[Docket No. A-1507]

PART 333—MINIMUM PRICE SCHEDULE, DISTRICT NO. 13

ORDER GRANTING RELIEF

Order granting relief in the matter of the petition of Sequatchie Coal Company, code member in District No. 13 for the establishment of price classifications and minimum prices for all shipments except truck.

A petition having been filed with the Bituminous Coal Division on June 15, 1942, by the Sequatchie Coal Company, a code member in District 13, pursuant to section 4 II (d) of the Bituminous Coal Act of 1937, requesting the establishment of rail classifications and prices for the coal produced at its mine, Mine Index No. 731, located on Signal Mountain in Sequatchie County, Tennessee, in District 13, temporary classifications and prices having been established for this mine in an Order dated July 23, 1942, 7 F. R. 5722, and petitioner having excepted to the prices established for Market Area 101;

A hearing in this matter having been held, pursuant to appropriate orders, before Edward J. Hayes, a duly designated Examiner of the Division, at a hearing room thereof, in Washington, D. C., at which hearing interested persons were afforded an opportunity to be present, adduce evidence, cross-examine witnesses, and otherwise be heard, and at which petitioner, District Board 13, and the Bituminous Coal Consumers' Counsel appeared;

The parties having waived the preparation and filing of the Examiner's report, and the record in this proceeding having thereupon been submitted to the undersigned:

The undersigned having made Findings of Fact, Conclusions of Law, and having rendered an Opinion¹ in this matter which are filed herewith;

Now, therefore, it is ordered, That fifteen (15) days from the date hereof § 333.21² (*Price instructions and excep-*

¹Not filed with the Division of the Federal Register.

²7 F. R. 7834.

¹Form filed as part of the original document.

¹Form filed as part of the original document.

tions—(b) Price exceptions) be, and it hereby is, amended by adding thereto the following price exceptions:

On shipments to Spring City, Tennessee, in Market Area 101, the coals of Mine Index No. 731 of the Sequatchie Coal Company, shall have in each size group the same f. o. b. mine price as that established for them when shipped to Market Area 102.

And it is further ordered, That effective fifteen (15) days from the date hereof, the classifications and prices established in temporary order herein, dated July 23, 1942, 7 F.R. 5722, be, and they hereby are, made final.

Dated: December 5, 1942.

[SEAL] DAN H. WHEELER,
Director.

[F. R. Doc. 42-13005; Filed, December 8, 1942;
10:59 a. m.]

TITLE 32—NATIONAL DEFENSE

Chapter IX—War Production Board

Subchapter B—Director General for Operations

PART 1010—SUSPENSION ORDERS

[Suspension Order S-173]

GENERAL REFRIGERATOR CORPORATION

Paul C. Norwitt, an individual doing business under the trade name of General Refrigerator Corporation, of San Francisco, California, is engaged in the manufacture and sale of new refrigerating equipment and the reconditioning and sale of used refrigerating equipment.

During the period from March 18, 1942, through April 25, 1942, purchase orders bearing preference ratings of A-1-a under Preference Rating Order P-7 for 24 refrigerators were placed with Paul C. Norwitt, doing business under the trade name of General Refrigerator Corporation. From March 18, 1942, through June 19, 1942, he extended these A-1-a preference ratings to obtain 10,800 feet of copper tubing and 151 electric motors despite the fact that only 576 feet of copper tubing and 24 electric motors were necessary to fill the purchase orders of his customer. The improper extension by him of these preference ratings enabled him to obtain excessive deliveries of materials which were not used for the purposes specified in connection with the issuance of the preference ratings, thereby constituting a wilful violation of Priorities Regulation No. 1.

This violation of Priorities Regulation No. 1 hampered and impeded the war effort of the United States by diverting scarce material to uses not authorized by the War Production Board. In view of the foregoing facts, *It is hereby ordered, That:*

§ 1010.173 Suspension Order S-173.

(a) Deliveries of material to Paul C. Norwitt, doing business under the trade name of General Refrigerator Corporation or otherwise, his successors and assigns, shall not be accorded priority over deliveries under any other contract or order and no preference ratings shall be assigned or applied to such deliveries by means of Preference Rating Certificates, Preference Rating Orders, General Preference Orders, or any other orders or

regulations of the Director of Industry Operations or the Director General for Operations, except as specifically authorized by the Director General for Operations.

(b) No allocation shall be made to Paul C. Norwitt, doing business under the trade name of General Refrigerator Corporation or otherwise, his successors and assigns, of any material the supply or distribution of which is covered by any order of the Director of Industry Operations or the Director General for Operations, except as specifically authorized by the Director General for Operations.

(c) Nothing contained in this order shall be deemed to relieve Paul C. Norwitt, doing business under the trade name of General Refrigerator Corporation or otherwise, his successors and assigns, from any restriction, prohibition, or provision contained in any other order or regulation of the Director of Industry Operations or the Director General for Operations, except insofar as the same may be inconsistent with the provisions hereof.

(d) This order shall take effect on December 9, 1942, and shall expire on March 9, 1943, at which time the restrictions contained in this order shall be of no further effect.

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

Issued this 7th day of December 1942.

ERNEST KANZLER,
Director General for Operations.

[F. R. Doc. 42-12965; Filed, December 7, 1942;
2:41 p. m.]

PART 1003—TITANIUM PIGMENTS

[Revocation of General Preference Order M-44]

Section 1003.1 General Preference Order M-44¹ is hereby revoked.

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

Issued this 8th day of December 1942.

ERNEST KANZLER,
Director General for Operations.

[F. R. Doc. 42-13001; Filed, December 8, 1942;
10:49 a. m.]

PART 1042—IMPORTS OF STRATEGIC MATERIALS

[Supplemental General Imports Order M-63-f]

Pursuant to General Imports Order M-63, as amended June 2, 1942, which this order supplements, *It is hereby ordered, That:*

§ 1042.7 Supplemental General Imports Order M-63-f. Notwithstanding

¹6 F.R. 5996; 7 F.R. 163, 581.

the provisions of paragraph (b) (3) of General Imports Order M-63 as amended, the prohibition set forth in paragraph (b) (1) of such order shall apply to the importing of any material listed below, wherever produced, by any person under any contract or other arrangement made prior to and in existence on June 10, 1942, except where on December 8, 1942, the material was in transit to a point within the continental United States, to-wit:

List II:

Material	Commerce Import class No.
Balsa wood:	
Logs.....	4029.1
Sawed boards, planks, deals, and sawed timber.....	4118.0

Provided, however, That any such material the importation of which was contracted for under contract made prior to and in existence on June 10, 1942, which on December 8, 1942, had been sawed into boards or planks, dried to the extent customarily required before ocean shipment, and bundled preparatory to ocean shipment to the continental United States, and which upon regrading after December 8, 1942, is certified by an authorized representative of the Board of Economic Warfare not to include any wood of aero grade, may be imported without the written authorization required by paragraph (b) of said General Imports Order M-63, as amended. Aero grade wood is defined as wood weighing less than 9 pounds per cubic foot and conforming to the following grading rules:

1. Width—Random, minimum 3 inches, average 5 inches or over.
2. Length—Random, minimum 4 feet, average 6 feet or over.
3. Thickness—2 inches, 3 inches or 4 inches.
4. Scattered pin worm holes admitted, provided the concentration in any single square foot of surface shall not exceed 10.
5. Only 1 knot or hole under 2 inches in diameter is admitted for each full 6 feet of length of any piece.
6. There is no limitation on sound burls, birdeyes or twig specks.
7. Surface pith and pith grooves on faces and on edges shall not exceed in the aggregate 1/12 of the length of the piece.
8. Enclosed pith, if evidenced by its presence in the cross-sectional area of either end of the piece, will not be admitted.
9. The aggregate length of all splits or checks shall not exceed 1/12 of the length of the piece.
10. Stain, including that in sound waterheart, shall be admitted.
11. Dote, decay, or rot in any degree or stage shall not be admitted.
12. Wane shall not be admitted. Each piece must be full square-edged.

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

Issued this 8th day of December 1942.

ERNEST KANZLER,
Director General for Operations.

[F. R. Doc. 42-13002; Filed, December 8, 1942;
10:49 a. m.]

PART 1271—WELDING RODS AND ELECTRODES

[Revocation of General Limitation Order L-146]

Section 1271.1 *General Limitation Order L-146* issued June 6, 1942, as amended June 30, 1942, is hereby revoked. This revocation shall not affect, in any way, any liabilities or penalties accrued or incurred under said section prior to the revocation.

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

Issued this 8th day of December 1942.

ERNEST KANZLER,
Director General for Operations.

[F. R. Doc. 42-13003; Filed, December 8, 1942; 10:49 a. m.]

PART 3093—GOLD MINING

[Interpretation 1 of Limitation Order L-208, as Amended]

The question has been raised whether the provisions of paragraph (e) of Order L-208² restricting disposition of machinery and equipment of closed gold mines apply only to those mines which were closed on or after October 8, 1942, by virtue of the issuance of the order on that date.

The first general priority action with respect to mines took place on September 17, 1941, with the issuance of Preference Rating Order P-56, under which serial numbers and preference ratings were issued to producing mines. Serial numbers under P-56 were issued on the basis of the essentiality of such production and were denied to certain mines whose production was not regarded as essential.

The proper interpretation of paragraph (e) of Order L-208 freezing machinery is therefore that these restrictions apply to all non-essential mines (as defined in Order L-208), which were operating on or after September 17, 1941, whether or not they were still operating on October 8, 1942.

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

Issued this 8th day of December 1942.

ERNEST KANZLER,
Director General for Operations.

[F. R. Doc. 42-13004; Filed, December 8, 1942; 10:49 a. m.]

Chapter XI—Office of Price Administration

PART 1347—PAPER AND PAPER PRODUCTS, RAW MATERIALS—FOR PAPER AND PAPER PRODUCTS, PRINTING AND PUBLISHING

[Rev. MPR 130,² Correction]

STANDARD NEWSPRINT PAPER

The second sentence in § 1347.271; subparagraph (12) in § 1347.281 (a); and

¹7 F.R. 4328, 4381.
²7 F.R. 9810.
³7 F.R. 9251, 7242, 8829, 9000.

subdivision (iii) in § 1347.283 (d) (1) are corrected to read as set forth below. A new § 1347.282a is added.

§ 1347.271 Maximum prices for standard newsprint paper. * * *

The provisions of this section shall not be applicable to sales or deliveries of standard newsprint paper to a purchaser if prior to April 1, 1942, such standard newsprint paper had been received by a carrier other than a carrier owned or controlled by the seller, for shipment to such purchaser, or to the extent, and only to the extent, permitted by the Revised Maximum Export Price Regulation² of July 2, 1942, to agreements for the sale of standard newsprint paper made by an exporter at prices in excess of the maximum prices herein established.

§ 1347.281 Definitions. (a) * * *

(12) "Destination point" means the railway siding, if delivery is by rail, or dock, if delivery is by water, nearest to the purchaser's door in the city or town where the purchaser is located or any other point, delivery to which does not involve a higher delivered cost to the purchaser at his door than would delivery of the same quantity from the same point of origin to the nearest railway siding or dock in the city or town where the purchaser is located.

§ 1347.283 Appendix A: Maximum prices for standard newsprint paper. * * *

(d) * * *

(1) * * *

(iii) The maximum markup which a merchant selling either rolls or sheets to another merchant, may add to the price set forth in subdivision (1) of this paragraph, shall be computed on the following markup table:

Percent markup

1 ream to less than 1 bundle.....	53
1 bundle to less than 500 pounds.....	46
1 or more rolls less than 500 pounds.....	46
500 pounds to less than 2,000 pounds.....	26
2,000 pounds to less than 5,000 pounds.....	17
5,000 pounds to less than 10,000 pounds.....	10
10,000 pounds to less than 40,000 pounds.....	8
40,000 pounds or more.....	4

The merchant so selling shall invoice to show his cost and markup, and the merchant so buying shall, when reselling, exclude this markup as required in (d) (1) (i) of this section.

§ 1347.282a Effective dates of corrections and amendments. (a) This correction (§§ 1347.271, 1347.281 (a) (12), 1347.283 (d) (1) (iii), 1347.282a) to Revised Maximum Price Regulation No. 130 shall be effective as of November 16, 1942.

(Pub. Laws 421 and 729, 77th Cong., E.O. 9250, 7 F.R. 7871)

Issued this 7th day of December 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-12975; Filed, December 7, 1942; 3:11 p. m.]

²7 F.R. 5059, 7242, 8829, 9000.

PART 1352—TOBACCO

[MPR 260,² Amendment 1]

CIGARS

A statement of the considerations involved in the issuance of this amendment has been issued simultaneously herewith and filed with the Division of the Federal Register.*

Paragraph (a) of § 1358.101 is amended; the headnote of § 1358.102 *Maximum prices for cigars* is amended to read *Maximum prices for domestic cigars* and paragraph (e) of § 1358.102 is amended; a new § 1358.102a is added; § 1358.103 is amended; in § 1358.105 the words "and importer:" are added after the phrase "shall be applicable to every manufacturer, seller at wholesale or at retail;" paragraph (a) of § 1358.112 is amended and a new paragraph (f) is added to § 1358.112; in paragraph (b) of § 1358.113 a new phrase "or by paragraph (c) (1) of § 1358.102a" is added after the phrase "by paragraph (c) (1) of § 1358.102" and in paragraphs (a) and (b) of § 1358.113 the date "January 15, 1942" is amended to read "January 15, 1943"; a new paragraph (c) is added to § 1358.113; a new § 1358.115a is added; between the 20th and 21st lines of Column 1 of Appendix A, § 1358.116, another 15¢ price class is inserted as set forth below; line 21 of Column 1 of Appendix A, § 1358.116, is revoked, and two new lines are inserted therein as set forth below; and a new § 1358.117, Appendix B, is added.

§ 1358.101 * * *

(a) No person shall sell or deliver any domestic cigars at higher prices than the maximum prices set forth in Appendix A (§ 1358.116), subject to the provisions of § 1358.102 of this Maximum Price Regulation No. 260; and no person shall sell or deliver any imported cigars at higher prices than the maximum prices set forth in Appendix B (§ 1358.117), subject to the provisions of § 1358.102a of this Maximum Price Regulation No. 260.

§ 1358.102 * * *

(e) *Maximum prices for new brands or sizes of cigars.* Any manufacturer who desires to manufacture and sell a new brand or size of domestic cigars may make application to the Office of Price Administration, Washington, D. C., for a determination of the maximum list price, the schedule of discounts and allowances and the maximum retail price therefor. Such application shall set forth a full and complete description of all materials to be used in the manufacture of such new brand or size of cigars, and a full and complete statement of all estimated manufacturing costs. The Price Administrator or any duly authorized officer of the Office of Price Administration may by order establish the maximum list price, the schedule of discounts and allowances, and the maximum retail price for any new brand or size of domestic cigars which is the subject of an application under this pro-

* Copies may be obtained from the Office of Price Administration.

²7 F.R. 6337.

vision: *Provided*, That any seller of any brand of domestic cigars, other than private brands, of a particular size, quality and price class sold or delivered during March, 1942 may sell any such brand at the maximum prices established therefor under §§ 1358.102 and 1358.116, Appendix A, under a new brand name, private or otherwise, without application and order under this provision. Any seller of private brands of domestic cigars of a particular size, quality and price class sold or delivered during March, 1942, may sell any such private brand at the maximum prices established therefor under §§ 1358.102 and 1358.116, Appendix A, under a new private brand name, but only as a private brand, without application and order under this provision.

§ 1358.102 a *Maximum prices for imported cigars*—(a) *Importers' maximum prices.* (1) To determine his maximum list price for any particular price class of imported cigars, each importer shall first note from Column 1 of Appendix B, § 1358.117, his March, 1942 stated retail price for such particular price class of imported cigars. He shall then ascertain from Column 3 of Appendix B, § 1358.117, the new maximum retail price for such particular price class of imported cigars; and from Column 4 of Appendix B, § 1358.117, his new maximum list price for such particular price class of imported cigars.

(2) Election to retain March, 1942 stated retail price and other elections to determine maximum prices.

(i) Any importer may elect to retain the March, 1942 stated retail price as the maximum retail price with respect to any particular price class of imported cigars. If he so elects he shall determine from Column 2 of Appendix B, § 1358.117, the March, 1942 list price for such particular price class of imported cigars and such list price shall be his maximum list price therefor.

(ii) If any importer elects to adopt as the maximum retail price for any particular price class of imported cigars set forth in Column 1 of Appendix B, § 1358.117, an amount greater than that set forth in Column 1 of Appendix B, § 1358.117, but less than that indicated therefor in Column 3 of Appendix B, § 1358.117, he shall (a) determine the percentage rate of the increase of the elected maximum retail price over the March, 1942 stated retail price for such particular price class of imported cigars; (b) multiply his March, 1942 list price by the percentage rate determined pursuant to (a); (c) add to his March, 1942 list price the figure determined at (b) hereof. The resulting figure shall be such importer's maximum list price for such particular price class of imported cigars.

(3) To determine his maximum net selling price for any particular price class of imported cigars, each importer shall deduct from his maximum list price for such class of imported cigars, his March, 1942 customary discounts and allowances to the particular class of purchasers in question.

(4) The prices set forth in Appendix B, § 1358.117, are based upon standard qual-

ity packings of twenty-five imported cigars to the individual container. All price differentials in packings allowed in March, 1942 shall not be reduced. All price differentials in packings charged shall not be in excess of such differentials of March, 1942.

(5) Any importer whose March, 1942 list price for any particular price class of imported cigars was a net selling price, subject only to a discount for cash, shall determine his maximum net selling price with respect thereto in the following manner:

(i) Divide his March, 1942 net selling price by the list price indicated in Column 2 of Appendix B, § 1358.117, for such particular price class of imported cigars, and

(ii) Multiply the resulting figures by the list price set forth in Column 4 of Appendix B, § 1358.117, for such particular class of imported cigars. Such latter figure shall be the importer's maximum net selling price for such particular class of imported cigars.

(b) *Maximum prices for classes other than those set forth in Column 1 of Appendix B, § 1358.117.* For all price classes of imported cigars for which no March, 1942 stated retail price is indicated in Column 1 of Appendix B, § 1358.117, the maximum retail price and the maximum list price for any such price class shall be determined as follows:

(1) Add to the March, 1942 stated retail individual unit price or to the stated retail multiple unit price, as the case may be, 10 percentum thereof to determine the maximum retail price for such single or multiple unit respectively. The figure thus arrived at shall be adjusted to the next higher even cent if the fraction is one-half cent or over, and to the next lower even cent if the fraction is less than one-half cent.

(2) Add to the March, 1942 list price per thousand 10 percentum thereof to determine the maximum list price per thousand of such imported cigars.

(3) If the importer shall elect to increase his March, 1942 stated retail price by a percentage rate of less than 10 percent, he shall increase his March, 1942 list price per thousand by a percentage rate not in excess of the percentage rate by which the maximum retail price was adjusted.

(4) To determine his maximum net selling price per thousand for any particular price class of imported cigars, each importer shall deduct from his maximum list price per thousand for such class of cigars his March, 1942 customary discounts and allowances to the particular class of purchasers in question.

(5) The maximum prices determined at subparagraph (4) of this paragraph (b) shall be based upon standard quality packings of twenty-five imported cigars to the individual container. All price differentials in packings allowed in March, 1942 shall not be reduced. All price differentials in packings charged shall not be in excess of such differentials of March, 1942.

(c) *Wholesalers' maximum prices.* (1) Upon receipt of notification pursuant to § 1358.113 (c) of an adjustment of the

stated retail or list prices for any particular March, 1942 stated retail price class of imported cigars, the wholesaler may adjust his maximum list price for such price class of cigars to an amount not in excess of such importer's maximum list price. With reference to his floor-stocks of such particular price class of cigars on the date of receipt of such notification, he shall state in plainly visible numerals upon each box or container of such imported cigars the exact adjusted maximum retail price for each class of imported cigars.

(2) Where any importer elects to retain the March, 1942 stated retail price with respect to any particular price class of imported cigars, the wholesaler's maximum list price shall not be in excess of such importer's maximum list price therefor, or the March, 1942 list price therefor set forth in Column 2 of Appendix B, § 1358.117, whichever is lower.

(3) To determine his maximum net selling price for any particular price class of imported cigars, each wholesaler shall deduct from his maximum list price for such class of cigars, as determined in subparagraphs (1) and (2) hereof, his March, 1942 customary discounts and allowances to the particular class of purchasers in question.

(4) All price differentials in packings allowed in March, 1942 shall not be reduced. All price differentials in packings charged shall not be in excess of such differentials of March, 1942.

(d) *Retailers' maximum prices.* (1) Upon receipt of notification pursuant to § 1358.113 hereof from the importer or wholesaler of an adjustment of the maximum retail price for any particular price class of imported cigars, the retailer may adjust his maximum retail price for such particular price class of cigars to a maximum retail price only in accordance with such notification. Such notification shall be applicable to floor-stocks.

(2) Where any importer elects to retain the March, 1942 stated retail price with respect to any particular price class of imported cigars, such stated retail price shall be the retailer's maximum price therefor, as set forth in Column 1 of Appendix B, § 1358.117.

(e) *Maximum prices for new brands or sizes of imported cigars.* Any importer who desires to import and sell a new brand or size of imported cigars may make application to the Office of Price Administration, Washington, D. C., for a determination of the maximum list price, the schedule of discounts and allowances and the maximum retail price therefor. Such application shall set forth a full and complete description of all costs to such importer for such new brand or size of imported cigars. The Price Administrator or any duly authorized officer of the Office of Price Administration may by order establish the maximum list price, the schedule of discounts and allowances, and the maximum retail price for any new brand or size of imported cigars which is the subject of an application under this provision: *Provided*, That any seller of any brand of imported cigars, other than private brands, of a particular size, quality and price class sold or delivered dur-

ing March, 1942 may sell any such brand at the maximum prices established therefor under §§ 1358.102a and 1358.117, Appendix B, under a new brand name, private or otherwise, without application and order under this provision. Any seller of private brands of imported cigars of a particular size, quality and price class sold or delivered during March, 1942, may sell any such private brand at the maximum prices established therefor under §§ 1358.102a and 1358.117, Appendix B, under a new private brand name, but only as a private brand, without application and order under this provision.

§ 1358.103 *Maximum prices set under this regulation cannot be changed.* On or before January 15, 1943, each seller of cigars must establish an adjusted maximum list price and an adjusted maximum retail price pursuant to this regulation for each class of cigars sold by him. After January 15, 1943, such maximum price calculated by any seller of domestic cigars under §§ 1358.102 and 1358.116, Appendix A, and by any seller of imported cigars under §§ 1358.102a and 1358.117, Appendix B, of this regulation, shall be his maximum price for that item from that time forward.

§ 1358.112 * * *
(a) "Cigar" comprehends:

- (1) "Domestic cigars" which are defined to include all types of cigars, cheroots, stogies and little cigars, except those weighing less than three pounds per thousand, manufactured or produced in the continental United States or its territories and possessions.
- (2) "Imported cigars" which are defined to include all types of cigars, cheroots, stogies and little cigars, except those weighing less than three pounds per thousand, manufactured or produced outside of the continental United States or its territories and possessions, and introduced into the continental United States or its territories and possessions.

(3) Only domestic cigars wherever used in § 1358.102.

(f) "Private brand" means any brand or name applied to a cigar of a particular size, quality and price class by any manufacturer or importer, and which cigar, so branded, is exclusively sold to or made for any one person or seller.

§ 1358.113 * * *

(c) *Importers.* On and after the effective date hereof every importer must state in plainly visible numerals upon each box or container of imported cigars sold or delivered by him the exact maximum retail price of such cigars as determined pursuant to §§ 1358.102a and 1358.117 (Appendix B) hereof. On or before the first delivery of any imported cigars after the effective date hereof at a price adjusted under the provisions hereof he shall notify each purchaser of the exact amount of his maximum list price and of the exact amount of the maximum retail price of the particular class of imported cigars in ques-

tion. Such notification shall be accomplished by a written statement as follows:

On our brand (describe cigar) of imported cigars, the Office of Price Administration has authorized us to establish new maximum prices. The March, 1942 stated retail price was _____ cents each (or _____ for _____ cents (or dollars)). The new Office of Price Administration ceiling retail price is _____ cents each (or _____ for _____ cents (or dollars)). Our March, 1942 list price was \$_____ per thousand for such class of imported cigars. Our new Office of Price Administration list price is \$_____ per thousand for such class of imported cigars. All customary discounts and allowances in effect in March, 1942 on your purchases will not be lowered. All packings differentials allowed heretofore will not be lowered and all differentials charged will not

be increased. The Office of Price Administration requires that you keep this notification for examination.

No notification shall be required after the first notification to any particular purchaser with reference to any particular price class of imported cigars unless an adjustment of the maximum prices established pursuant to the provisions hereof is made on or before January 15, 1943.

§ 1358.115a *Effective dates of amendments.* (a) Amendment No. 1 to Maximum Price Regulation No. 260 shall become effective 11:59 P. M., December 7, 1942.

§ 1358.116 *Appendix A.*

Column 1	Column 2	Column 3	Column 4
15¢	• •	• •	• •
17½, 3 for 50¢	\$115.00	17½, 3 for 50¢	\$125.00
17½, 3 for 50¢	155.00	3 for 50¢	143.00
17½, 3 for 50¢	155.00	2½ each	143.00
• •	• •	• •	• •

§ 1358.117 *Appendix B.*

Column 1 March 1942 stated retail prices	Column 2 March 1942 Importers' and Wholesalers' list prices	Column 3 maximum adjusted retail prices	Column 4 Importers' and Wholesalers' adjusted maximum list prices
2 for 25¢	\$125.00	15¢	\$115.00
15¢	125.00	16¢	143.00
3 for 50¢	143.00	3 for 50¢	143.00
3 for 50¢	147.00	2½	161.50
20¢	160.00	2½	175.00
25¢	200.00	2½	220.00
30¢	210.00	2½	244.00
3 for \$1.00	225.00	3 for \$1.10	250.00
35¢	230.00	2½	313.50
40¢	230.00	4½	320.00
45¢	245.00	4½	370.00
50¢	455.00	4½	445.00
55¢	417.50	6½	450.00
60¢	450.00	6½	515.00
65¢	510.00	7½	531.00
70¢	540.00	7½	554.00
75¢	555.00	8½	642.00
\$1.25	1,000.00	\$1.00	1,100.00

(Pub. Laws 421 and 729, 77th Cong.; E.O. 9250, 7 F.R. 7871)
Issued this 7th day of December 1942.

LEON HENDERSON,
Administrator.

[F. R. Dec. 42-12374; Filed, December 7, 1942; 3:10 p. m.]

PART 1400—WOOL

[RPS 58, as Amended, Amendment 11]

WOOL AND WOOL TOPS AND YARNS

A statement of the considerations involved in the issuance of this amendment has been issued simultaneously herewith and has been filed with the Division of the Federal Register.*

Section 1410.51 (e) is hereby amended by adding to the proviso at the end thereof the following:

§ 1410.51 *Maximum prices for wool and wool tops and yarns.*

* Copies may be obtained from the Office of Price Administration.
* 7 F.R. 1316, 1648, 1836, 2000, 2132, 2397, 2580, 2543, 3088, 3271, 4117, 4296, 4289, 4428, 5512, 6494, 7602, 7945, 8941, 8948.

- (e) * * *
- (4) * * *

Provided further, That wool top futures contracts entered into after December 18, 1941 at a price no higher than the maximum price determined in accordance with this Revised Price Schedule No. 58, as amended, on the date such contract was made may be carried out at the contract price.

§ 1410.60 *Effective dates of amendments.*

(m) Amendment No. 11 (§ 1410.51 (e)) to Revised Price Schedule No. 58, as amended, shall become effective December 12, 1942.

(Pub. Laws 421 and 729, 77th Cong.; E.O. 9250, 7 F.R. 7871.)

Issued this 7th day of December, 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-12973; Filed, December 7, 1942;
3:09 p. m.]

PART 1407—RATIONING OF FOOD AND FOOD
PRODUCTS

[Restriction Order 1¹ Amendment 6]

MEAT RESTRICTION

A rationale for this amendment has been issued simultaneously herewith and has been filed with the Division of the Federal Register.*

In § 1407.901 (e) (2) the words "on or" are inserted between the word "hide" and the word "off"; in § 1407.901 (k) the words "with the hide off" are inserted between the words "weighs" and "not;" paragraph (a) of § 1407.904 and paragraph (a) of § 1407.909 are amended to read as set forth below; a new sentence is added at the end of paragraph (b) of § 1407.909; paragraph (f) of § 1407.914a is amended; a new paragraph (f) is added to § 1407.925 to read as set forth below:

§ 1407.904 *Deliveries of non-quota slaughterers restricted.* (a) Notwithstanding the terms of any contract, agreement, or commitment, regardless of when made, no non-quota slaughterer shall, during any quota period, deliver more controlled meat of any type resulting from his own slaughter than he delivered of such type resulting from his own slaughter during the corresponding base period. For the purposes of this section cutter and canner grades of controlled meat of beef shall be regarded as a separate type of controlled meat. Deliveries during a quota period to persons referred to in, and in accordance with the procedure prescribed by § 1407.912a (a), (b), (c), or (d), shall not be subject to the restrictions of this section.

§ 1407.909 *Deliveries of cutter and canner grades of beef further restricted.* (a) No slaughterer shall, during any quota period, deliver to persons other than those referred to in § 1407.912a, more than 20% of the total conversion weight of all controlled meat of cutter and canner grades of federally inspected beef delivered by him during such period. Such 20 per centum shall include all deliveries of such beef after rejection thereof for failure to meet the specifications of exempt purchasers referred to in § 1407.912 (a), or of slaughterers, and shall also include all deliveries of such beef other than in accordance with the procedure prescribed in § 1407.912a.

(b) * * * Deliveries without charge against quota made in accordance with the procedure prescribed by § 1407.912a, shall not be subject to the restrictions of this paragraph.

§ 1407.914a *Statements of deliveries from other slaughterers or non-quota slaughterers required.* * * *

* Copies may be obtained from the Office of Price Administration.

¹ 7 F.R. 7839, 8217, 8524, 9247, 9250, 9639.

(f) Within 14 days after receipt of any statement from a slaughterer pursuant to this section, a slaughterer or non-quota slaughterer may send to such slaughterer by registered mail, return receipt requested, a demand for a written statement correcting any inaccuracy claimed to exist therein. Unless such demand is sent by him within such period, a slaughterer receiving such statement shall, for the purpose of computing his own quota bases, be deemed to have delivered controlled meat as stated therein. If the slaughterer to whom a demand is sent makes such correction, the slaughterer or non-quota slaughterer claiming such inaccuracy shall forward the written statement correcting it to the Office of Price Administration and shall, if a slaughterer, adjust his quotas accordingly. If a slaughterer fails to make such correction within 10 days after his receipt of a demand therefor, the slaughterer or non-quota slaughterer who sent the demand may, within 20 days after sending any such demand, apply in writing to the Office of Price Administration for a determination of the facts concerning the contested delivery. Upon receipt of such application, the Office of Price Administration will notify all parties to such dispute of the manner in which evidence shall be submitted and the time allowed therefor. The Office of Price Administration will determine such dispute, and will notify the parties thereto of such determination and of any quota adjustments resulting therefrom. Unless such application is made by him within 20 days after sending such demand, a slaughterer receiving such statement shall, for the purpose of computing his own quota bases, be deemed to have delivered controlled meat as set forth in the statement.

§ 1407.925 *Effective dates of amendments* * * *

(f) Amendment No. 6 (§§ 1407.901 (e) (2), 1407.901 (k), 1407.904 (a), 1407.909 (a) and (b), 1407.914a (f), and 1407.925 (f)) to Restriction Order No. 1 shall be effective as of December 12, 1942.

(Pub. Law 671, 76th Cong., as amended by Pub. Laws 89, 421, 507, and 729, 77th Cong.; W.P.B. Dir. No. 1, Supp. Dir. No. 1-M, 7 F.R. 562, 7234)

Issued this 7th day of December 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-12968; Filed, December 7, 1942;
3:09 p. m.]

PART 1407—RATIONING OF FOOD AND FOOD
PRODUCTS

[Restriction Order 1¹ Amendment 7]

MEAT RESTRICTION

A rationale for this amendment has been issued simultaneously herewith and has been filed with the Division of the Federal Register.*

Subparagraph (1) of paragraph (a) of § 1407.912 is amended; a new paragraph (g) is added to § 1407.925 to read as set forth below:

§ 1407.912 *Exempt purchasers.* (a) The following are designated exempt purchasers:

(1) The Army, Navy, Marine Corps, Coast Guard, Coast and Geodetic Survey, War Shipping Administration, Maritime Commission, Panama Canal, Advisory Committee for Aeronautics, Office of Scientific Research and Development and Defense Supplies Corporation, and any agency of the United States or of any foreign government, to the extent that controlled meat is delivered to it for export to any foreign country or any territory or possession of the United States other than the District of Columbia. Controlled meat contained in meals served to Army, Navy, Marine Corps or Coast Guard personnel messes separately under an officer's command shall be deemed delivered to the agency of which such personnel are members: *Provided*, That delivery to post exchanges, sales commissaries, service men's clubs, ship service stores and similar organizations shall not be deemed to constitute delivery to any such agency.

§ 1407.925 *Effective dates of amendments.* * * *

(g) Amendment No. 7 (§§ 1407.912 (a) and 1407.925 (g)) to Restriction Order No. 1 shall be effective as of December 12, 1942.

(Pub. Law 671, 76th Cong., as amended by Pub. Law 89, 77th Cong.; 421, 507 and 729, W.P.B. Dir. No. 1, Supp. Dir. No. 1-M, 7 F.R. 562, 7234)

Issued this 7th day of December 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-12969; Filed, December 7, 1942;
3:08 p. m.]

PART 1407—RATIONING OF FOOD AND FOOD
PRODUCTS

[Ration Order 3¹ Amendment 28]

SUGAR RATIONING REGULATIONS

A rationale for this amendment has been issued simultaneously herewith and has been filed with the Division of the Federal Register.*

Paragraph (b) of § 1407.185 is amended, and a new paragraph, (c), is added and the headnote of that section is amended as set forth below:

Armed Forces of the United States; Certain Other Persons or Agencies

§ 1407.185 *Products containing sugar delivered to post exchanges and similar agencies.* * * *

(b) The Bureau of Naval Personnel of the Navy Department is authorized to issue certificates to replace sugar in products delivered to Ship Service Departments Ashore at Navy or Coast Guard stations. The United States Marine Corps is authorized to issue certificates to replace sugar in products delivered to post exchanges at Marine Corps

¹ 7 F.R. 2966, 3242, 3783, 4545, 4618, 5103, 5361, 6084, 6473, 6828, 6937, 7289, 7321, 7406, 7510, 7557, 8402, 8655, 8739, 8809, 8710, 8830, 8831, 9042, 9396, 9460.

Barracks or Marine Corps bases. Such authorizations shall apply with respect to products delivered on or after December 7, 1942. Each certificate shall be issued in the name of, and shall authorize delivery of sugar to, a registering unit which used sugar in the production, manufacture or processing of the products thus delivered or of materials used therein. The weight value of certificates thus issued to a registering unit shall not exceed the amount of sugar used by such registering unit in such products or materials.

(c) The total weight value of certificates issued by any agency pursuant to this section, in any period specified by the Office of Price Administration, shall not exceed the amount allocated, for the purposes of this section, by the Office of Price Administration to such agency for such period.

Effective Date

§ 1407.222 *Effective dates of amendments.* * * *

(cc) Amendment No. 28 (Paragraphs (b) and (c) of § 1407.185 and the headnote of that section) shall become effective December 7, 1942.

(Pub. Law 421, 77th Cong.; W.P.B. Dir. No. 1 and Supp. Dir. No. 1E)

Issued this 7th day of December 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-12972; Filed, December 7, 1942;
3:09 p. m.]

PART 1499—COMMODITIES AND SERVICES

[Amendment 1 to Order 45 Under § 1499.3 (b) of GMPR]

UNITED COLOR AND PIGMENT CO.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and under the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, paragraph (a) of § 1499.259 in Order No. 45 § 1499.3 (b) of The General Maximum Price Regulation is amended and a new paragraph (e) is added to read as set forth below:

§ 1499.259 *Approval of maximum price for sale by the United Color and Pigment Company of yellow iron oxide produced from copperas.* (a) On and after October 27, 1942, to and including February 27, 1943, the United Color and Pigment Company of Newark, New Jersey, may sell and deliver, and agree, solicit and attempt to sell and deliver, and any person may buy from the United Color and Pigment Company, synthetic iron oxide yellow pigment made from copperas at prices no higher than those hereinafter set forth:

8½¢ per pound delivered in bags.

(e) This Amendment No. 1 to Order No. 45 under § 1499.3 (b) of the General Maximum Price Regulation shall be effective as of October 27, 1942.

(Pub. Laws 421 and 729, 77th Cong.; E.O. 9250, 7 F.R. 7871)

Issued this 7th day of December 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-12970; Filed, December 7, 1942;
-3:08 p. m.]

PART 1499—COMMODITIES AND SERVICES

[Order 168 Under § 1499.3 (b) of GMPR]

SNAIL EXTERMINATOR COMPANY

For the reasons set forth in an opinion issued simultaneously herewith, *It is ordered:*

§ 1499.1184 *Authorization of maximum prices for sales of Snail Strip by Snail Exterminator Company of Los Angeles, California, by wholesalers and by retailers.* (a) On and after December 8, 1942, the maximum price for sale by Snail Exterminator Company of Los Angeles, California, of Snail Strip, an insecticide strip used for the control of snails and slugs, delivered to buyer shall be 50¢ per unit of not less than 100 feet in length and 1½ inches in width.

(b) The maximum price for sales at wholesale of Snail Strip delivered to buyer shall be 60¢ per unit of not less than 100 feet in length and 1½ inches in width.

(c) The maximum price for sales at retail of Snail Strip shall be 90¢ per unit of not less than 100 feet in length and 1½ inches in width.

(d) On and after December 8, 1942, Snail Exterminator Company shall supply to each wholesaler before or at the time of his first delivery of Snail Strip and shall include with each shipping unit of such product for a period of three months a written notification. If such notification is enclosed in a shipping unit, a legend shall be affixed outside of such unit to read "Retailer's Notice Enclosed." The written notification shall read as follows:

The Office of Price Administration has authorized us to charge 50¢ per unit of not less than 100 feet in length and 1½ inches in width for Snail Strip. Wholesalers are authorized to establish a ceiling price of 60¢ per unit of not less than 100 feet in length and 1½ inches in width for Snail Strip. Retailers are authorized to establish a ceiling price of 90¢ per unit of not less than 100 feet in length and 1½ inches in width for this item. A copy of this notice is included in every shipping case. If the initial sale to a retailer is a split-case sale, the wholesaler is required to provide such retailer with a copy of this notice. Office of Price Administration requires that you keep this notice for examination.

(e) This Order No. 168 may be revoked or amended by the Price Administrator at any time.

(f) This Order No. 168 (§ 1499.1184) shall become effective December 8, 1942.

(Pub. Laws 421 and 729, 77th Cong.; E.O. 9250, 7 F.R. 7871)

Issued this 7th day of December 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-12971; Filed, December 7, 1942;
3:09 p. m.]

TITLE 49—TRANSPORTATION AND RAILROADS

Chapter I—Interstate Commerce Commission

PART 450—RECORDS OF FREIGHT FORWARDERS

DESTRUCTION OF RECORDS

At a session of the Interstate Commerce Commission, Division I, held at its office in Washington, D. C., on the 30th day of November, 1942.

The matter of the regulations to govern the destruction of records of freight forwarders, to be prescribed for and kept by freight forwarders being under consideration by the division, pursuant to the authority of section 412 of the Interstate Commerce Act, and upon consideration of the matters and things involved, and the division having found that the regulations to govern the destruction of records of freight forwarders, issue of 1943, hereto attached, and made a part hereof, are necessary for purposes of administration of the provisions of Part IV of the Act. *It is ordered:*

Regulations prescribed. (a) Every freight forwarder subject to the provisions of the Interstate Commerce Act and every trustee, executor, administrator, or assignee of any such freight forwarder, are hereby required to comply with the Regulations to Govern the Destruction of Records of Freight Forwarders, issue of 1943, in the destruction and retention of their operating, accounting, and financial papers, records, books, blanks, stubs, and documents of freight forwarders. (Issued under sec. 412, 56 Stat. 294; 49 U.S.C. 1012.)

(b) *Effective date.* The issue of 1943, Regulations to Govern the Destruction of Records of Freight Forwarders, shall become effective on January 1, 1943.

And it is further ordered. That a copy of this order and the Regulations to Govern the Destruction of Records of Freight Forwarders herein prescribed shall be served upon every freight forwarder subject to the Act and upon every trustee, executor, administrator, or assignee of any such freight forwarder, and that notice of this order be given to the general public by depositing a copy thereof in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director of the Division of Federal Register, The National Archives.

Sec.	
450.1	Authority to destroy certain records.
450.2	Preservation of other records; special permission to destroy.
450.3	Officer having supervision of destruction.
450.4	Written authority of officer having supervision of destruction.
450.5	Certificates of destruction.
450.6	Committee for destruction of certain records.
450.7	Joint bureaus and agencies.
450.8	Method of destruction.
450.9	Accidental destruction of accounts, records, and memoranda.
450.10	Duplicate accounts, records, and memoranda.
450.11	List of accounts, records, and memoranda, and periods of retention.

AUTHORITY: §§ 450.1 to 450.11, inclusive, issued under section 412, 56 Stat. 294; 49 U. S. C. 1012.

Special note: The following extract from section 421 of the Interstate Commerce Act is here quoted for convenient reference thereto by freight forwarders:

(d) Any freight forwarder, or any officer, agent, employee, or representative thereof, who shall willfully fail or refuse to make a report to the Commission as required under this part, or to make specific and full, true, and correct answer to any question within thirty days from the time it is lawfully required by the Commission so to do, or to keep accounts, records, and memoranda in the form and manner prescribed by the Commission, or shall knowingly and willfully falsify, destroy, mutilate, or alter any such report, account, record, or memorandum, or shall knowingly and willfully file with the Commission any false report, account, record, or memorandum, or shall knowingly and willfully neglect or fail to make full, true, and correct entries in such accounts, records, or memoranda of all facts and transactions appertaining to the business of the freight forwarder, or shall knowingly and willfully keep any accounts, records, or memoranda contrary to the rules, regulations, or orders of the Commission with respect thereto, shall be guilty of a misdemeanor and upon conviction thereof shall be subject for each offense to a fine of not more than \$5,000. As used in this subsection, the word "keep" shall be construed to mean make, prepare, or compile, as well as retain.

The regulations set forth in this order pertain only to the accounts, records, and memoranda named or described herein. All accounts, records, and memoranda not indicated in the regulations remain under the prohibition of destruction contained in section 421 of the Act.

It is not intended that these regulations shall be interpreted as requiring that the records herein named shall be installed when such records are not already kept by a freight forwarder.

Regulations to Govern the Destruction of Records of Freight Forwarders.

§ 450.1 *Authority to destroy certain records.* Each and every freight forwarder subject to part IV of the Interstate Commerce Act and each and every trustee, executor, administrator, or assignee of any such freight forwarder is permitted to destroy the accounts, records, and memoranda named or described in these regulations, after preserving the same for the periods of time respectively specified and upon complying with the requirements of the regulations.

§ 450.2 *Preservation of other records; special permission to destroy.* All accounts, records, and memoranda of such freight forwarders, other than those the destruction of which is permitted in these regulations, shall remain under the prohibition of destruction contained in section 421 (d) of the Interstate Commerce Act. However, in case any such freight forwarder desires to destroy any accounts, records, or memoranda other than those hereinafter named it may petition the Commission to that effect, exhibiting a full and detailed description of the accounts, records, or memoranda in question, clearly explaining their character, their use, and their purpose; it being understood that any order entered by the Commission on any such petition, shall, unless otherwise provided, be limited in its force and effect to the

particular freight forwarder presenting such petition.

§ 450.3 *Officer having supervision of destruction.* (a) An officer, or, where necessities require, two officers, shall be appointed by the board of directors to have supervision of the destruction of accounts, records, and memoranda. Freight forwarders operated as sole proprietors or partnerships shall appoint one or two persons to have supervision over the destruction of accounts, records, and memoranda. Such officer or officers or other persons may be given (1) general supervision of the destruction of all accounts, records, and memoranda the destruction of which is permitted by these regulations, or (2) authority over the destruction of such of these accounts, records, and memoranda as may be specified by the board of directors, the sole proprietor, or partners. Pending action by the board of directors, an appointment by an executive committee or by a similarly authorized committee of the board of directors, shall have the same effect as if made by the board of directors.

(b) If the property of a freight forwarder is in the hands of a trustee, executor, administrator, or assignee, the officer or officers to have supervision of the destruction of accounts, records, and memoranda shall be designated by the trustee, executor, administrator, or assignee.

(c) In designating an officer to have general supervision of the destruction of accounts, records, and memoranda it would be preferable to designate by title only, rather than by name and title, and thus obviate the necessity of filing a new resolution each time a successor in the office is appointed.

§ 450.4 *Written authority of officer having supervision of destruction.* (a) When any accounts, records, or memoranda are to be destroyed, an officer having supervision of the destruction of accounts, records, or memoranda (as designated in compliance with § 450.3 (a) and § 450.3 (b) shall issue a written authority naming the person or persons by whom the accounts, records, or memoranda are to be destroyed (except as provided in § 450.10).

(b) The written authority (1) may be confined to certain accounts, records, and memoranda which have been retained for the periods of time specified in these regulations and which the freight forwarder then desires to destroy in which case it shall indicate:

(i) A list of the accounts, records, or memoranda to be destroyed, expressed either in form numbers or by descriptive titles; and

(ii) The period or periods covered by the accounts, records, or memoranda the destruction of which is authorized, or (2) may be of continuing effect, applying to any or all of the accounts, records, and memoranda named herein as the periods of retention of such accounts, records, or memoranda attain the limits specified herein.

(c) Such written authority, or a certified copy thereof, shall be filed in the office of the issuing officer as a perma-

nent part of the freight forwarder's records. It is not required that copies of the written authorities be filed with the Commission.

§ 450.5 *Certificates of destruction.* (a) The person or persons upon whom devolves the duty of the direct supervision of the destruction of the accounts, records, or memoranda under the authority referred to in § 450.4 (a) and § 450.4 (b) shall make certificate (except as provided for in § 450.5 (d) and § 450.10) setting forth that the accounts, records, or memoranda listed in the said authority have been destroyed and that no other accounts, records, or memoranda than those so listed have been destroyed therewith.

(b) If an authority as referred to in § 450.4 (b) (2) is given, a certificate of destruction shall be made listing either by form numbers or descriptive titles the accounts, records, and memoranda destroyed, naming the period or periods covered by the accounts, records, or memoranda, and stating that no other accounts, records, or memoranda than those so listed have been destroyed therewith. Either (1) a separate certificate shall be made each time any accounts, records, or memoranda are destroyed, or (2) cumulative certificates shall be made with entries each time any accounts, records, or memoranda are destroyed.

(c) Certificates of destruction shall be forwarded promptly to the officer having supervision of the destruction of accounts, records, and memoranda who issued the written authority, and shall be retained in his office as a permanent part of the freight forwarder's records. If cumulative certificates are made they shall be forwarded to such officer periodically, but at least once every six months. It is not required that copies of the certificates of destruction be filed with the Commission.

(d) Certificates of destruction need not be made for accounts, records, and memoranda, the destruction of which, in the list in § 450.11 hereof, is made optional with the freight forwarder, but a written authority, either for specific records or of continuing effect (except as provided for in § 450.10) shall be issued by the officer having supervision of the destruction of such accounts, records, and memoranda.

§ 450.6 *Committee for destruction of certain records.* At the option of the freight forwarder the board of directors may from time to time name a committee to destroy canceled stock certificates, bonds, or other records covered by item 5 of § 450.11 in lieu of delegating the authority for the destruction to an officer, as provided in § 450.3 (a). Certificates of destruction giving full descriptive reference to the documents destroyed shall be made by the person or persons appointed by the officer having supervision of the destruction of records or by the committee. When documents represent debt secured by mortgage, the certificates of destruction shall also be authenticated by representatives of the trustees acting in conjunction with the committee

or shall have the trustees' acceptance thereon.

§ 450.7 *Joint bureaus and agencies.* These regulations apply also to the destruction of accounts, records, and memoranda of traffic associations and other joint agencies maintained by or on behalf of freight forwarders. The manager, chairmen, or other officer in charge of the association, bureau, etc., may be delegated by the designated officer of each of the freight forwarders to have supervision of the destruction of accounts, records, and memoranda of the association, etc., and in that event he shall issue all authorities for such destruction, and certificates of destruction shall be filed with him. Otherwise a written authority shall be secured from the proper officer of the member freight forwarders concerned each time any of the accounts, records, or memoranda are to be destroyed, and a certificate of destruction shall be filed with each such officer.

§ 450.8 *Method of destruction.* (a) The precise method of the destruction of accounts, records, or memoranda is not prescribed. The Commission is not concerned with the method of destruction, whether by fire, sale, or otherwise, so long as the destruction is authorized and a certificate of destruction is filed as required by these regulations.

(b) If the accounts, records, and memoranda are not actually destroyed by the freight forwarder, but are disposed of by sale or otherwise, the certificate of destruction shall so state. Attention is directed to section 421 (f) of the Interstate Commerce Act, which provides that a freight forwarder shall not divulge to any person information concerning the business of a shipper or consignee which may be used to the detriment of such shipper or consignee. Responsibility for possible infringement of this provision of the law by disposing of its records by other than actual destruction would rest with the freight forwarder.

§ 450.9 *Accidental destruction of accounts, records, and memoranda.* If any accounts, records, or memoranda are destroyed accidentally by fire, flood, or other casualty, a statement shall be prepared listing as far as may be possible the records destroyed and detailing the circumstances in connection with the fire or other casualty. This statement shall be authenticated by an officer or some responsible employee of the freight forwarder and shall be filed with the officer having supervision of the destruction of accounts, records, and memoranda. A copy of the statement shall be filed promptly with the Commission.

§ 450.10 *Duplicate accounts, records, and memoranda.* Provision is made in item 53 of § 450.11 for the optional destruction of duplicate copies of accounts, records, and memoranda when such copies are not specifically provided for elsewhere in these regulations and when they contain no information not shown on the originals. In destroying such copies freight forwarders may dispense with the written authorities and the certificates of destruction. The originals (or one true copy) shall be retained for

the respective periods named for such records in the regulations.

§ 450.11 *List of accounts, records, and memoranda, and periods of retention.* The following list,¹ indicative of accounts, records, and memoranda of freight forwarders, is specifically referred to by the regulation embodied in § 450.1. The classification of the accounts, records, and memoranda enumerated below under the various headings is merely for convenient reference and is more or less arbitrary. The regulations are intended to apply to the items as named or described, regardless of the classification and regardless of where filed. Of the accounts, records, and memoranda which are to be retained permanently only the more important are indicated in the list, such specific mention being made so that they may not be confused with any accounts, records, or memoranda for which permission to destroy is given herein.

By the Commission, Division 1.

[SEAL] W. P. BARTEL,
Secretary.

[F. R. Doc. 42-12956; Filed, December 7, 1942;
11:41 a. m.]

Notices

WAR DEPARTMENT.

FIXED TEXT RADIO, CABLE, AND SENDER'S COMPOSITION MESSAGES FOR ARMED FORCES STATIONED OUTSIDE U. S.

NOVEMBER 23, 1942.

Circular No. 170, War Department, 1942, as amended by Circulars Nos. 249 and 289, War Department, 1942, is rescinded. These instructions, as published in the FEDERAL REGISTER June 12, 1942 (7 F. R. 4437) and August 25, 1942 (7 F. R. 7570), are rescinded and the following substituted therefor:

1. *General.* Fixed text personal cablegrams and radiograms to and from members of the armed forces stationed outside the continental United States are authorized where commercial facilities are available and the military situation permits. A method of codified addressing has been designed which will accomplish the expeditious handling of these messages and at the same time provide for the security of information. It is imperative that the instructions outlined in this circular be followed in the address and signature. This type message will be identified by the symbol EFM (Expeditionary Force Messages) and each message will consist of not more than three of the authorized fixed texts given in paragraph 4. An EFM will not be accepted unless the APO or cable address equivalent is listed in paragraph 5 and the rate appears in the "EFM rate" column. Additions to this list will be published from time to time. With few exceptions the EFM filed in

¹Filed as part of the original document. Requests for copies should be addressed to the Interstate Commerce Commission.

the United States will cost 60 cents plus the regular Federal Message tax.

2. *Outgoing messages.* (a) EFM may be filed at any commercial telegraph, cable, or radio office in the continental United States. Each of these offices has on file a list of all authorized APO cable addresses to which messages may be sent. Each APO has been assigned a two-word address consisting of a six-letter word, the first two letters of which are "AM —" and an eight-letter word such as WATCHDOG. The first word is the APO cable address and the second is the "routing word." A list of APO's for which EFM service is authorized, together with coded addresses, EFM rates, and United States gateways through which messages will pass, is shown in paragraph 5. EFM is available only to those APO cable addresses for which a rate is indicated in column 4, paragraph 5.

(1) Outgoing messages will be addressed showing full name, Army serial number of the addressee, APO cable address, and routing word. This varies the former procedure which required that the name of the addressee be preceded by his grade.

(2) The signature will be that normally used by the sender and is limited to three words or two initials and one word or one initial and two words, but will include the last name in any case. An example of a proper address is:

John L. Wilson, 13257966
ALTRAG WATCHDOG

(3) Arrival cards showing the cable address as well as the mailing address are furnished to the correspondents of military personnel arriving overseas. In certain cases where a temporary APO number has been assigned, this number will not appear in column 1, paragraph 5, but if the cable address supplied by the sender is shown the message will be accepted.

(b) EFM will reach the censorship station in the course of normal routine where the foreign cable or radio terminus point will be substituted for the routing word by Army personnel. The messages then will be returned to the communication companies for transmission.

(c) When the message is received at the foreign cable or radio terminus, it will be turned over to the Army Postal Service for delivery to the addressee. Delivery normally will be accomplished through Army Postal Service channels, but local commanders may vary this procedure where suitable arrangements can be made with the foreign communication carriers, provided suitable records are kept to prove delivery.

3. *Incoming messages.* (a) In order to insure adequate censorship the following procedure will govern the filing of EFM messages at oversea locations:

(1) Where local conditions permit, commanders will designate an officer of each company or separate unit as the EFM censor for the organization. All personnel of a unit will file EFM with their designated censor only, who will receive the charges therefor. Messages will be censored promptly and where possible filed daily with the most con-

venient commercial telegraph, cable, or radio station. Telegraph, cable, and radio offices will be informed of the identity of EFM censors and instructed to accept EFM from no other member of United States forces. Commanders will utilize all means available to insure that telegraph, cable, or radio personnel comply. At points where organizations higher than a company are stationed EFM, after being censored by the company or unit censor, may be forwarded through channels to battalion, regimental, or division headquarters to be consolidated and filed by an officer designated for the purpose. It is essential, however, that censorship be accomplished in the company or separate unit to enable the EFM censor to be personally acquainted with each individual in the organization.

(2) At locations where it is not possible to follow the procedure in (1) above EFM messages will be accepted at local APO's or other Army postal agencies by designated officers, who will receive charges therefor, effect necessary censorship, and file messages at most convenient civil telegraph, cable, or radio office.

(b) All messages will be dispatched showing only six-letter cable address in the preamble. The words "Sans Origine," formerly included in the preamble, no longer are required. The country and city or origin as well as any APO number and all reference to military organization will be omitted. The normal signature of the individual will be used without grade, unit, arm or service, or Army serial number, and will be limited to three words or two initials and one word or one initial and two words, but in any case will include the last name of the sender.

4. Fixed texts for EFM messages—(a) Correspondence.

1. Letter received. Many thanks.
2. Letters received. Many thanks.
3. Telegram received. Many thanks.
4. Parcel received. Many thanks.
5. Parcels received. Many thanks.
6. Letters and parcels received. Many thanks.
7. Letter and telegram received. Many thanks.
8. Telegram and parcels received. Many thanks.
9. Letters sent.
10. Parcels sent.
11. Letters and parcels sent.
12. Many thanks for letter.
13. Many thanks for parcel.
14. Many thanks for telegram.
15. No news of you for some time.
16. Writing.
17. Urgent.
18. Please write or telegraph.
19. Please write.
20. Please telegraph.
21. Please reply. Worried.
- 22 to 25. Blank.

(b) Greetings.

26. Greetings.
27. Loving greetings.
28. Fondest greetings.
29. Love.
30. Darling.
31. All my love.
32. All my love dearest.
33. All our love.
34. Fondest love.
35. Fondest love darling.
36. Best wishes.

37. Greetings from us all.
38. Loving greetings from all of us.
39. Best wishes from all of us.
40. Fondest wishes from all of us.
41. Best wishes and good health.
42. Kisses.
43. Love and kisses.
44. Fondest love and kisses.
45. Well.
46. All well at home.
47. Best wishes for Christmas.
48. Best wishes for Christmas and New Year.
49. Loving wishes for Christmas.
50. Loving wishes for Christmas and New Year.
51. Loving Christmas thoughts.
52. Happy Christmas.
53. Happy Christmas and New Year.
54. Good luck.
55. Keep smiling.
56. My thoughts are with you.
57. Many happy returns.
58. Birthday greetings.
59. Loving birthday greetings.
60. Happy anniversary.
61. You are more than ever in my thoughts at this time.
62. Best wishes for a speedy return.
63. Good show. Keep it up.
64. Best wishes for New Year.
- 65 to 67. Blank.

(c) Health.

68. Family all well.
69. All well. Children evacuated.
70. All well. Children returned home.
71. All well and safe.
72. Are you all right?
73. Are you all right? Worried about you.
74. Please don't worry.
75. Hope you are improving.
76. Please telegraph that you are well.
77. Are you ill?
78. Have you been ill?
79. Illness is not serious.
80. Illness is serious.
81. I have left hospital.
82. In bad health.
83. Health improving.
84. Health fully restored.
85. Son born.
86. Daughter born.
- 87 to 90. Blank.

(d) Promotion.

91. Congratulations on your promotion.
92. Very pleased to hear of your promotion.
93. Delighted to hear about your promotion.
- 94 to 97. Blank.

(e) Money.

98. Please send me — pounds.
99. Please send me — dollars.
100. Have sent you — pounds.
101. Have sent you — dollars.

NOTE: The actual amount in words to be inserted and transmitted immediately following the text number.

102. Can you send me any money?
103. Glad if you could send some money.
104. Have received money.
105. Have you received money?
106. Have you sent money?
107. Thanks for money received.
108. Have not received money.
109. Unable to send money.
110. Sorry cannot send money.
- 111 to 114. Blank.

(f) Congratulations.

115. Congratulations on anniversary. Best wishes.
116. Congratulations. Lasting happiness to you both.
117. Glad and proud to hear of your decoration. Everybody thrilled.
118. Loving greetings and congratulations.
119. Good luck. Keep it up.
120. I wish we were together on this special occasion. All my best wishes for a speedy reunion.
- 121 to 134. Blank.

(g) Miscellaneous.

135. Very happy to hear from you, dearest, am fit and well.
136. Hearing your voice on the wireless gave me a wonderful thrill.

5. Information on routing word, rate, etc., for EFM messages. EFM service is available only to those points where an amount is shown in the EFM rate to column.

APO No.	Cable address	Routing word	EFM rate (cents)	Transfer point							
				POSTAL	WU	MRT	RCA	CCC	AAO	OPO	TR
1	AMGEPL	PLATFORM	60	NY	NY	NY	NY	NY			
5	AMABDY	CASTIRON	60	NY	NY	NY	NY	NY			
24	AMGODA	ABSOLUTE	60	SF	SF	SF	SF	SF		SF	
25	AMGOTU	ABSOLUTE	60	SF	SF	SF	SF	SF		SF	
27	AMABEL	ABSOLUTE	60	SF	SF	SF	SF	SF		SF	
29	AMIRAV	PLATFORM	60	NY	NY	NY	NY	NY			
32	AMABFA	BIRTHDAY	60	NY	SF	SF	SF	SF			
34	AMABIN	CHARMING	60	NY	NY	NY	NY	NY			
37	AMGUDY	ANCESTOR	60	NY	NY	SF	SF	SF			
40	AMIPOT	ABSOLUTE	60	SF	SF	SF	SF	SF		SF	
42	AMABKO	BIRTHDAY	60	NY	SF	SF	SF	SF			
251	AMABNE	CHARMING	60	NY	NY	NY	NY	NY			
301	AMISON	BIRTHDAY	60	NY	SF	SF	SF	SF			
302	AMGEYA	PLATFORM	60	NY	NY	NY	NY	NY			
305	AMEVOK	CHARMING	60	NY	NY	NY	NY	NY			
500	AMGUFU	BIRTHDAY	60	NY	SF	SF	SF	SF			
501	AMABOR	BIRTHDAY	60	NY	SF	SF	SF	SF			
502	AMABVU	BLOCKADE	60	NY	SF	SF	SF	SF			
505	AMFUCO	PLATFORM	60	NY	NY	NY	NY	NY			
506	AMFUMU	PLATFORM	60	NY	NY	NY	NY	NY			
507	AMFUNI	PLATFORM	60	NY	NY	NY	NY	NY			
508	AMFUTY	PLATFORM	60	NY	NY	NY	NY	NY			
509	AMIRLO	PLATFORM	60	NY	NY	NY	NY	NY			
510	AMICEL	PLATFORM	60	NY	NY	NY	NY	NY			
511	AMICFA	PLATFORM	60	NY	NY	NY	NY	NY			
512	AMICKO	PLATFORM	60	NY	NY	NY	NY	NY			
513	AMICOR	PLATFORM	60	NY	NY	NY	NY	NY			
514	AMIDAT	PLATFORM	60	NY	NY	NY	NY	NY			
515	AMIDPO	PLATFORM	60	NY	NY	NY	NY	NY			
516	AMIFAN	PLATFORM	60	NY	NY	NY	NY	NY			
517	AMIGHO	PLATFORM	60	NY	NY	NY	NY	NY			
518	AMIGUV	PLATFORM	60	NY	NY	NY	NY	NY			
519	AMIHOP	PLATFORM	60	NY	NY	NY	NY	NY			
520	AMIRUT	PLATFORM	60	NY	NY	NY	NY	NY			
525	AMISAG	PLATFORM	60	NY	NY	NY	NY	NY			
526	AMISLA	PLATFORM	60	NY	NY	NY	NY	NY			
527	AMISDU	PLATFORM	60	NY	NY	NY	NY	NY			
528	AMISIK	PLATFORM	60	NY	NY	NY	NY	NY			
601	AMEMPO	SOLITUDE	60	AKR	AKR	NY	NY	NY			

APO No.	Cable address	Routing word	EFM rate (cents)	Transfer point							
				POSTAL	WU	MRT	RCA	CCO	AAC	CPC	TR
953	AMOYDU	ABSOLUTE	60	SF	SF	SF	SF			SF	
954	AMOYLA	ABSOLUTE	60	SF	SF	SF	SF			SF	
955	AMOYRO	ABSOLUTE	60	SF	SF	SF	SF			SF	
956	AMDABA	ABSOLUTE	60	SF	SF	SF	SF			SF	
957	AMDAGO	ABSOLUTE	60	SF	SF	SF	SF			SF	
958	AMDARU	ABSOLUTE	60	SF	SF	SF	SF			SF	
959	AMDAST	ABSOLUTE	60	SF	SF	SF	SF			SF	
960	AMDEDO	ABSOLUTE	60	SF	SF	SF	SF			SF	
961	AMENDU	ABSOLUTE	60	SF	SF	SF	SF			SF	
962	AMDEWA	ABSOLUTE	60	SF	SF	SF	SF			SF	
963	AMDIKU	ABSOLUTE	60	SF	SF	SF	SF			SF	
964	AMHAPU	ABSOLUTE	60	SF	SF	SF	SF			SF	
965	AMHYIN	ABSOLUTE	60	SF	SF	SF	SF			SF	
966	AMHYKO	ABSOLUTE	60	SF	SF	SF	SF			SF	
967	AMHYNE	ABSOLUTE	60	SF	SF	SF	SF			SF	
968	AMHYOR	ABSOLUTE	60	SF	SF	SF	SF			SF	
971	AMEPVO	GUNSMITH	60	SEAT	SEAT						
972	AMERAN	HOMESPUN	60	SEAT	SEAT						
973	AMESOG	HYDROGEN	60	SEAT	SEAT						
974	AMESOL	INCUBATE	60	SEAT	SEAT						
975	AMETMO	KNIGHTLY	60	SEAT	SEAT						
976	AMETUG	KINOTYPE	60	SEAT	SEAT						
977	AMGYMU	ADVISORY	60	SEAT	SEAT						
978	AMHIVI	ATOMIZER	60	SEAT	SEAT						
979	AMHODU	ARGUMENT	60	SEAT	SEAT						
985	AMFAYO	MAGNETIC	60	SEAT	SEAT						
987	AMFEAR	MEDIATOR	60	SEAT	SEAT						
989	AMDILL	ENORMOUS	60	SEAT	SEAT						
990	AMFEET	MESHWORK	60	SEAT	SEAT						
991	AMFEGU	MUCLAGE	60	SEAT	SEAT						
996	AMDITA	QUESTION	60	SEAT	SEAT						
997	AMDOCA	ORIENTAL	60	SEAT	SEAT						
998	AMDOHO	QUESTION	60	SEAT	SEAT						
999	AMFOLL	PARTICLE	60	SEAT	SEAT						

NOTES

SF—San Francisco.
 NO—New Orleans.
 NY—New York City.
 AKR—Akron, Ohio.
 SEAT—Seattle, Wash.
 MIAMI—Miami, Fla.
 POSTAL—Postal Telegraph-Cable Company.

WU—Western Union Telegraph Company.
 MRT—Mackay Radio and Telegraph Company.
 RCA—RCA Communications, Inc.
 CCC—Commercial Cable Company.
 CPC—Commercial Pacific Cable Company.
 AAC—All America Cables and Radio, Inc.
 TR—Tropical Radio Telegraph Company.

6. *Sender's composition messages—(a) Outgoing.* (1) Cablegrams and radiograms, the text of which is composed by the sender for delivery to members of the armed forces overseas or to civilians receiving their mail through overseas APO's, may be filed in the United States with any commercial telegraph, cable, or radio company. Such messages are subject to the regular cable or radio rates, depending upon the service classification chosen by the sender. A specially prepared rate pamphlet dated August 28, 1942, entitled "Sender's Composition Messages to Oversea Personnel in Armed Forces of United States," has been distributed to the telegraph, cable, and radio companies in the United States, quoting rates for sender's composition messages to the oversea cable or radio termini represented by the routing words used in the EFM system. This pamphlet enables the telegraph, cable, or radio company personnel to ascertain the charge appropriate for the message without knowing the geographic location of the APO addressed. Sender's composition messages to members of the armed forces are subject to the same requirements for address as applicable to EFM, the only distinction being that EFM messages must carry the identifying symbol EFM before the address, while for sender's composition messages no special symbol is necessary other than the regular commercial indicator used to denote the class of service chosen.

(2) In the case of sender's composition messages to civilians receiving their mail through oversea APO's, the expression "CIVILIAN" or "CIV" must be shown

in place of the Army serial number. For example:

James F. Jones, CIV
 AMTRAG WATCHDOG

(3) The signature of all sender's composition messages will be that normally used by the sender and is limited to three words or two initials and one word or one initial and two words, but in any case will include the last name of the sender.

(4) In all respects sender's composition messages will receive the same treatment during the course of transmission and delivery as EFM. They will be subject to the same censorship applicable to regular commercial messages.

(b) *Incoming.* Messages of the sender's composition from United States military personnel overseas will be filed by the sender personally at any commercial telegraph, cable, or radio office, unless other arrangements are made locally. They will be transmitted to the cable or radio gateway and there subjected to censorship by United States Army censors. All messages will be dispatched showing the six-letter cable address in the preamble. The words "Sans Origine" formerly included in the preamble no longer are required. The country and city of origin as well as any APO number and all reference to military organization will be omitted. The normal signature of the individual will be used without grade, unit, arm or service, or Army serial number, and will be limited to three words or two initials and one word or one initial and two words, but in any case will include the last name of the sender. Messages failing to comply

with censorship requirements may be stopped, delayed, or otherwise treated at the discretion of the censor, without notice to the sender. (R.S. 161, 5 U.S.C. 22) [Cir. 378, W.D., 1942]

[SEAL]

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

[F. R. Doc. 42-12963; Filed, December 7, 1942; 12:50 p. m.]

PROCUREMENT OF OFFICERS

1. Effective November 4, 1942, appointments in the Army Specialist Corps ceased. Hereafter all temporary appointments of individuals will be made in the Army of the United States. Except for appointment of graduating aviation cadets and of Reserve Officers' Training Corps, and officer candidate school graduates, all requests for appointment will be forwarded by all using agencies to the Officer Procurement Service, Headquarters, Services of Supply, for necessary action.

2. Pending the revision of AR 605-10,¹ and §§ 73.200-73.215, Title 10 CFR, the Officer Procurement Service will be guided, in the procurement of officers for the Army of the United States, by the policies set forth in War Department Circular No. 367, November 7, 1942. It will procure from qualified individuals officers in the numbers required by the Army of the United States to fill positions calling for special qualifications and for other purposes, subject to the following limitations. No person will be recommended or appointed direct from civil life, except as provided in paragraphs 3 and 4 below:

a. Who is classified by Selective Service as Class I-A-O, I-B-O, IV-E, or IV-E-LS;

b. Who has been notified by his Selective Service Board of his call for induction;

c. Who has been deferred by his Selective Service Board in order to enable him to attempt to obtain a commission;

d. If the proposed duty can be as effectively performed by available civilian personnel;

e. Unless he has a civilian training and experience for the particular position beyond that normally provided at officer candidate schools;

f. Who is under 35 years of age at the date of appointment and is without prior commissioned service, unless classified by Selective Service as Class IV-F on account of physical disability;

g. Who is over 34 years of age but under 45 years of age at the date of appointment and is without prior commissioned service, if he is classified (or apparently classifiable, if unclassified) by Selective Service as Class I-A or Class II;

h. Who is an employee of any department of the Federal Government other than the Army Specialist Corps, unless

¹Administrative regulations of the War Department pertaining to officers appointed in the Army of the United States.

his responsible executive has executed a written consent to his solicitation for appointment prior to such solicitation and a written release from his civilian employment.

3. Exceptions to the provisions of paragraph 2f and g may be made in the cases where there is a critical need for the services of a particular specially qualified individual or where an individual is within a scarce category of specialized skill in which not enough trained men to fill the requirements of the armed forces are available at the time required. Scarce categories will be determined from time to time.

4. A former commissioned officer of any component of the Army of the United States, of the Navy, or of the Marine Corps whose prior services were terminated under honorable circumstances may be recommended for and appointed to a position—

a. If he is recommended for a commission prior to his call for induction, and is otherwise qualified for the position in accordance with paragraph 2f, he may be appointed irrespective of his age or Selective Service status to a grade commensurate with his ability; provided that recommendations for appointments of former commissioned officers will be processed through the Officer Procurement Service.

b. If he applies for a commission after his induction, he may appear in person before a board of officers appointed to conduct an appropriate examination and, if recommended by such board, to a grade not higher than that formerly held by him. (R.S. 161; 5 U.S.C. 22) [Cir. 367, W.D., November 7, 1942]

[SEAL]

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

[F. R. Doc. 42-13000; Filed, December 8, 1942; 10:26 a. m.]

DEPARTMENT OF THE INTERIOR.

Bituminous Coal Division.

[Docket Nos. A-1697, A-1720]

DISTRICT BOARD 2

ORDER POSTPONING HEARINGS

In the matter of the petition of District Board No. 2 for a change in minimum prices established for truck shipments for the coals of certain mines in District No. 2.

In the matter of the petition of District Board No. 2 for a change in the effective minimum prices for truck shipments for coals produced by certain mines in District No. 2.

The above-entitled matters having been heretofore scheduled for hearings at 10 a. m. on December 9, 1942, at a hearing room of the Bituminous Coal Division, Washington, D. C., by orders issued in Docket No. A-1697 on November 23, 1942, and in Docket No. A-1720 on November 12, 1942, respectively; and

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

Now, therefore, it is ordered, That the said hearings in the above-entitled mat-

ters be, and the same hereby are, postponed from December 9, 1942, at 10 a. m. to December 11, 1942, at 10 a. m. at the place and before the officer or officers previously designated.

Dated: December 5, 1942.

[SEAL]

DAN H. WHEELER,
Director.

[F. R. Doc. 42-13007; Filed, December 8, 1942; 10:59 a. m.]

[Docket No. B-303]

COAL HILL MINING CO., INC.

NOTICE OF FILING

In the matter of Coal Hill Mining Co., Inc., registered distributor, Registration No. 1675.

Notice of filing of application for disposition of compliance proceeding without formal hearing pursuant to § 301.132 of the Rules of Practice and Procedure before the Division.

Notice is hereby given that the Coal Hill Mining Co., Inc., Registered Distributor, Registration No. 1675, (the "Distributor"), on October 10, 1942, filed herein an application dated October 8, 1942, pursuant to § 301.132 of the Rules and Regulations Governing Practice and Procedure before the Bituminous Coal Division for Disposition without Formal Hearing of Compliance Proceedings, and as of November 30, 1942, filed an amendment dated November 3, 1942, to said application.

A Notice of and Order for Hearing (the "Order") was issued herein on September 3, 1942, directing a public hearing in this proceeding for the purpose of determining whether or not the Distributor violated Bituminous Coal Act of 1937 (the "Act"), the Bituminous Coal Code (the "Code"), and rules, regulations and orders promulgated thereunder in performing the transactions set forth in the said Notice of and Order for Hearing which are summarized as follows:

1. Whether the Distributor, acting as a registered distributor, violated paragraphs (c), (d) and (e) of its Distributors' Agreement (the "Agreement") dated June 11, 1940, and Rule 1 (J) of section VII and Rules 3 and 6 of section XIII of the Marketing Rules and Regulations, section 4 Part II (1) (3) and (6) of the Act, and Part II (1) (3) and (6) of the Code by purchasing approximately 5035.1 net tons of various sizes of coal, produced by various code members, physically handling such coal, and prepaying the freight on such coal resold for rail shipment to various purchasers, as more specifically alleged in paragraph 1 of the Order.

2. Whether the Distributor, acting as a registered distributor, violated paragraphs (b) and (e) of its Agreement and section 4 II (e) and (g) of the Act and Part II (e) and (g) of the Code by purchasing approximately 2101.5 net tons of Size Group 5 coal and reselling said coal at prices less than the effective minimum price established therefor by the Division, as more specifically alleged in paragraph 2 of the Order.

3. Whether the Distributor, acting as a registered distributor, violated paragraph (a) of its Agreement by purchas-

ing approximately 104.55 net tons of mine run coal, reselling such coal, and accepting and retaining discounts thereon in excess of the maximum allowable discounts prescribed by rules and regulations promulgated under the Act, as more specifically alleged in paragraph 3 of said Order.

4. Whether the Distributor, acting in the capacity of sales agent for certain code members pursuant to written sales agency contracts, violated paragraphs (c) and (e) of its Agreement by prepaying the freight on sales of coal produced by said code members for rail shipment to various purchasers, as more specifically alleged in paragraph 4 of said Order.

5. Whether the Distributor, acting as a sales agent for various code members pursuant to sales agency contracts which had not been properly filed with the Division and with respect to which applications had not been filed pursuant to Rule 13 of section II of the Marketing Rules and Regulations, violated paragraph (e) of its Agreement by accepting and retaining sales agency commissions in excess of maximum allowable discounts prescribed by rules and regulations promulgated under the Act, as more specifically alleged in paragraph 5 of the Order.

6. Whether the Distributor, acting as a sales agent for certain code members, violated paragraph (e) of its Agreement by selling coal produced by said code members for rail shipment to various purchasers, for which coal minimum prices, temporary or final, had not been established by the Division, as more specifically alleged in paragraph 6 of the Order.

7. Whether the Distributor, acting as sales agent for certain code members pursuant to written sales agency contracts, violated paragraph (e) of its Agreement by accepting and retaining sales agency commissions in excess of those stipulated in said sales agency contracts, as more specifically alleged in paragraph 7 of the Order.

8. Whether the Distributor, acting as sales agent for certain code members pursuant to written sales agency contracts, violated paragraphs (b) and (e) of its Agreement, by selling coal produced by said code members at prices less than the effective minimum prices established for such coal by the Division, as more specifically alleged in paragraph 8 of the Order.

9. Whether the Distributor, acting as sales agent for Culbertson Coal Co., a code member, violated paragraph (e) of its Agreement, by selling approximately 4670.94 net tons of 2 inch nut and slack coal for rail shipment to various purchasers for which coal minimum prices, temporary or final, had not been established by the Division, as more specifically alleged in paragraph 9 of the Order.

10. Whether the Distributor, acting as sales agent for certain code members, violated paragraphs (b) and (e) of its Agreement, by selling Size Group No. 3 coal produced by said code members for rail shipment to various purchasers for which coal minimum prices, temporary or final, had not been established by the

Division, as more specifically alleged in the Order. In said application, as amended, the Distributor:

(1) Denies the allegations contained in paragraph 1 of the Order except that it admits the prepaying of freight on all transactions set forth therein and admits receiving a total of \$283.95 as discounts from the minimum prices established for coal produced by Pennsylvania Coal & Coke Company, the Pursglove Coal Mining Company, the Reitz Coal Company, W. J. Rainey, Inc., Seger Brothers Coal Mining Company, DuShan Coal Company, Abbie E. Lansberry and Son, and Goshen Valley Coal Company.

(2) Denies the allegations contained in paragraphs 2, 3, and 8 of said Order.

(3) Admits with respect to the allegations contained in paragraph 4 of the Order that it prepaid freight on unidentified tonnages of coal but states, without identification, that some of such allegations of prepayments contained in said paragraph are not good in that some shipments were made to recognized prepay stations.

(4) Admits the allegations contained in paragraphs 5, 6, 7, 9, and 10 of said Order except with respect to tonnage set forth in paragraph 7 of said Order relating to coal produced by the Culbertson Coal Co.

(5) Represents that it has not, to the best of its knowledge and belief, committed any other violations of the Act, the Code, or rules and regulations promulgated thereunder, except that it received commissions from Kristianson and Johnson Coal Company in excess of prescribed maximum discounts during the period May 19, 1941 to October 8, 1942, inclusive, in addition to the violations alleged in paragraph 5 of the Order. The Distributor agrees to the incorporation of such additional violation in the Order.

(6) Agrees to accept a suspension of its registration as a registered distributor for a period of 30 days with respect to the violations alleged in paragraphs 1 and 4 of the Order, and agrees in addition to return to the following named code members the aforesaid discounts in the amount of \$283.95, accepted with respect to transactions set forth in paragraph 1 of the Order, as follows:

Code member producer:	Discounts
Pennsylvania Coal & Coke Co.....	\$145.40
Pursglove Coal Sales Corp.....	18.02
Arrow Coal Mining Co.....	45.14
Reitz Coal Co.....	30.78
W. J. Rainey, Inc.....	1.89
Seger Bros. Coal Mining Co.....	4.92
DuShan Coal Co.....	5.89
Abbie E. Lansberry & Son.....	19.23
Goshen Valley Coal Co.....	12.68
	<hr/>
	283.95

and to return to the following named code members the entire sales agency commissions in the amount of \$938.77 received in connection with the transactions set forth in paragraph 7 of the Order except as to the said Culbertson Coal Co., as follows:

Code member producer:	Commissions
Ed E. Carlson.....	\$301.23
Fred Barllar.....	189.96
Earlan Spencer.....	164.07
Hamilton Coal Co.....	51.40
Nick Ferrari.....	189.59
Royal Quemahoning Coal Co.....	42.52
	<hr/>
	938.77

and to return sales agency commissions in the amount of \$388.69 actually received in connection with transactions described in paragraph 4 of the Order as follows:

Code member producer:	Commissions
Kristianson & Johnson Coal Co.....	\$182.86
Dugan Coal Mining Co.....	21.56
Ed E. Carlson.....	12.03
Fred Barllar.....	12.04
Hamilton Coal Co.....	12.04
Nick Ferrari.....	12.04
Earlan Spencer.....	37.16
Royal Quemahoning Coal Co.....	9.40
Robert O'Hara.....	55.24
J. A. White Coal Co.....	12.19
Culbertson Coal Co.....	22.13
	<hr/>
	388.69

and to return excess sales agency commissions in the amount of \$155.74 to James A. White Coal Company and in the amount of \$5.62 to Appalacha Coal Company received in connection with transactions described in paragraph 5 of the Order, but does not agree to return the other excess commissions described in said paragraph 5.

The Distributor further agrees to the issuance herein of a cease and desist order.

(6) Agrees to execute any and all papers and other documents necessary for the disposition of this proceeding in the event that said application, as amended, is granted.

(7) States, as extenuating circumstances with respect to the transactions described in paragraph 5 of the Order that it had been informed by all of its code member principals named in said paragraph that the sales agency contracts together with all appropriate applications therefor had been properly filed with the Bituminous Coal Division with the exception of the sales agency contracts between the Distributor and James A. White Coal Company, and the Appalacha Coal Company. The Distributor also states that it does not agree to return all excess commissions described in said paragraph 5 because it does not believe that it should be penalized for relying on the aforesaid representations made to it by its code member principals. The Distributor further states that as a result of the Order it is taking steps to ascertain from the Division and from all code member principals when it acts as a sales agent the status of all sales agency contracts which it has executed and will in the future examine the status of all further sales agency contracts which it executes in order that it may never again be cited for similar violations.

States, as extenuating circumstances with respect to the allegations contained in paragraphs 6, 9, and 10 of the Order,

its belief that it should not be penalized for mistake or error on the part of its code member principals on whom it relied for advice as to the proper filing of sales agency contracts and applications in connection therewith and therefore does not agree to the suspension of its registration as a registered distributor or to return any commissions received in connection with the transactions described in said paragraphs 6, 9, and 10.

The Distributor further states in connection with said transactions described in said paragraphs 6, 9, and 10 that the code members named in said paragraphs were advised by the Bituminous Coal Producers Board for District No. 1 that it would be proper for such producers to ship coal by truck pending the establishment of prices for rail shipment of coal produced by such code members due to an inadvertent failure by the board to establish prices for rail shipment of such coal, provided that such coal should be sold for rail shipment at the minimum prices established for truck shipment of such coal. The Distributor further states that such consultation by it and its code member principals constituted reasonable efforts to determine the proper manner of conducting their business which removes any element of wilful violations in performing the transactions described in said paragraphs 6, 9, and 10.

Interested parties desiring to do so may within fifteen (15) days from the date of this notice file recommendations or requests for informal conferences with respect to the above-described application, as amended.

Dated: December 7, 1942.

[SEAL] DAN H. WHEELER,
Director.

[F. R. Doc. 42-13008; Filed, December 8, 1942;
10:59 a. m.]

DEPARTMENT OF LABOR.

Wage and Hour Division.

LEARNER EMPLOYMENT CERTIFICATES

ISSUANCE TO VARIOUS INDUSTRIES

Notice of issuance of special certificates for the employment of learners under the Fair Labor Standards Act of 1938.

Notice is hereby given that Special Certificates authorizing the employment of learners at hourly wages lower than the minimum rate applicable under section 6 of the Act are issued under section 14 thereof and § 522.5 (b) of the Regulations issued thereunder (August 16, 1940, 5 F.R. 2862) to the employers listed below effective December 7, 1942.

The employment of learners under these Certificates is limited to the terms and conditions as designated opposite the employer's name. These Certificates are issued upon the employers' representations that experienced workers for the learner occupations are not available for employment and that they are actu-

ally in need of learners at subminimum rates in order to prevent curtailment of opportunities for employment. The Certificates may be cancelled in the manner provided for in the Regulations and as indicated on the Certificate. Any person aggrieved by the issuance of these Certificates may seek a review or reconsideration thereof.

NAME AND ADDRESS OF FIRM, PRODUCT, NUMBER OF LEARNERS, LEARNING PERIOD, LEARNER WAGE, LEARNER OCCUPATIONS, EXPIRATION DATE

American Core-Twine Corporation, Salmon Falls, New Hampshire; Converted paper products; 5 learners; 6 weeks for any one learner; 30 cents per hour; Machine Operators, Tenders and Fixers; June 7, 1943.

Atlas Curtain Company, Inc. Pleasant Street, Fall River, Massachusetts; Mosquito bars; 50 learners; 480 hours for any one learner; 25¢ per hour for 1st 320 hours and 32½¢ an hour for the next 160 hours; Machine Operators; December 7, 1943.

Julius Berger, 34 Oliver St., Newark, New Jersey; Infants' and Children's wear and accessories; 7 learners; 480 hours for any one learner; 25¢ an hour for first 320 hours and 32½¢ an hour for next 160 hours; Machine operating, pressing, embroidery, handsewing; December 7, 1943.

John Hensel, 413-25th Street, Union City, New Jersey; Embroidery; 1 learner; 6 weeks for any one learner; 30 cents per hour; Spanner-helper; June 7, 1943.

Protex Products Company, 61 Bishop Street, Jersey City, New Jersey; Mosquito Bars; 8 learners; 240 hours; 30 cents per hour; Sewing machine operators, finishers on operations involving handsewing; December 7, 1943.

Schwartz Basket and Box Company, Louisiana, Missouri; Fruit & Vegetable baskets; 8 learners; 240 hours 30¢ per hour; Flat layer, Basket machine operator, Sorter; March 15, 1943.

Signed at New York, N. Y., this 5th day of December 1942.

MERLE D. VINCENT,
Authorized Representative
of the Administrator.

[F. R. Doc. 42-12958; Filed, December 7, 1942; 12:07 p. m.]

LEARNER CERTIFICATES

ISSUANCE TO VARIOUS INDUSTRIES

Notice of issuance of special certificates for the employment of learners under the Fair Labor Standards Act of 1938.

Notice is hereby given that Special Certificates authorizing the employment of learners at hourly wages lower than the minimum wage rate applicable under section 6 of the Act are issued under section 14 thereof, Part 522 of the Regulations issued thereunder (August 16, 1940, 5 F.R. 2862, and as amended June 25, 1942, 7 F.R. 4723), and the Determination and Order or Regulation listed below and published in the FEDERAL REGISTER as here stated.

Apparel Learner Regulations, September 7, 1940 (5 F.R. 3591).

Single Pants, Shirts and Allied Garments, Women's Apparel, Sportswear, Rainwear, Robes, and Leather and Sheep-Lined Garments Divisions of the Apparel Industry, Learner Regulations, July 20, 1942 (7 F.R. 4724).

Artificial Flowers and Feathers Learner Regulations, October 24, 1940 (5 F.R. 4203).

Glove Findings and Determination of February 20, 1940, as amended by Administrative Order of September 20, 1940 (5 F.R. 3749).

Hosiery Learner Regulations, September 4, 1940 (5 F.R. 3530).

Independent Telephone Learner Regulations, September 27, 1940 (5 F.R. 3829).

Knitted Wear Learner Regulations, October 10, 1940 (5 F.R. 3982).

Millinery Learner Regulations, Custom Made and Popular Priced, August 23, 1940 (5 F.R. 3392, 3393).

Textile Learner Regulations, May 16, 1941 (6 F.R. 2446).

Woolen Learner Regulations, October 30, 1940 (5 F.R. 4302).

Notice of Amended Order for the Employment of Learners in the Cigar Manufacturing Industry, July 20, 1941 (6 F.R. 3753).

The employment of learners under these Certificates is limited to the terms and conditions as to the occupations, learning periods, minimum wage rates, et cetera, specified in the Determination and Order or Regulation for the industry designated above and indicated opposite the employer's name. These Certificates become effective December 7, 1942. The Certificates may be cancelled in the manner provided in the Regulations and as indicated in the Certificates. Any person aggrieved by the issuance of any of these Certificates may seek a review or reconsideration thereof.

NAME AND ADDRESS OF FIRM, INDUSTRY, PRODUCT, NUMBER OF LEARNERS AND EXPIRATION DATE

Apparel Industry

Aintree Corporation, 503 N. First Street, Fairfield, Illinois; Drawers, cotton shorts; 5 percent (T); December 7, 1943.

Dublin Pants Company, Dublin, Pennsylvania; Men's Trousers; 5 percent (T); December 7, 1943.

Louart Corporation, 1139 South Wall Street, Los Angeles, California; Sport Coats and Pants; 5 percent (T); December 7, 1943.

Union Underwear Co., Inc., Frankfort, Kentucky; Men's & Boys' shorts of woven fabric; 60 learners (E); June 7, 1943.

Quaker Coat Front Co., 1238 Callowhill Street, Philadelphia, Pennsylvania; Canvas Coat Fronts; 5 learners (T); December 7, 1943.

Single Pants, Shirts and Allied Garments, Women's Apparel, Sportswear, Rainwear, Robes, and Leather and Sheep-Lined Garments Divisions of the Apparel Industry

Adelphi Shirt Company, 943 Hamilton St., Allentown, Pennsylvania; Shirts and shorts; 10 percent (T); December 7, 1943.

Akron Manufacturing Co., 1016-1020 Moon Street, Akron, Pennsylvania; Ladies' nightwear; 5 learners (T); December 7, 1943.

Alan Dress Company of Shamokin, 863 W. Independence St., Shamokin, Penn.; Dresses; 25 learners (E); June 7, 1943.

Amity Manufacturing Co., Inc., Front & Washington Sts., Boyertown, Penn.; Work pants, overalls, coats, coveralls, etc.,

work aprons; 8 learners (T); December 7, 1943.

Angelica Jacket Company, 1419-29 Olive St., St. Louis, Missouri; Jackets, Service Uniforms; 10 percent (T); December 7, 1943.

Annville Products Company, Richland, Pennsylvania; Ladies' slips; 30 learners (E); June 7, 1943.

Baldwin Shirt Co., 2400 Broadway, Parsons, Kansas; Shirts, Night shirts, Pajamas, Girls' Gymnasium Clothes; 5 learners (T); December 7, 1943.

Baumel Dress Company, Cor. Willow & Grant Sts., Olyphant, Pennsylvania; Ladies' and Children's Dresses; 10 learners (T); December 7, 1943.

Bertelle Manufacturing, Inc., 122 King Street, Herkimer, New York; Dresses; 10 learners (T); December 7, 1943.

Blum, E. H., 1521 Canal St., New Orleans, La.; Men's & Boys' pants, Slack Suits; 10 percent (T); December 7, 1943.

Brockbank Apparel Company, 50 West, 1 South, Salt Lake City, Utah; Nurses' uniforms, professional uniforms, ladies' dresses, blouses, skirts; 4 learners (T); December 7, 1943.

Consolidated Garment Mfg. Co., Alhambra, Illinois; Men's and Boys' semi-dress pants; 10 learners (T); December 7, 1943.

Dahill Manufacturing Co., Inc., Albany Road, Nassau, New York; Ladies' dresses; 10 learners (T); December 7, 1943.

Delight Foundation Garments, Inc., 224 Eleanor Street, Kalamazoo, Michigan; Foundation garments; 6 learners (T); December 7, 1943.

Fredericksburg Shirt Company, 404 Willis St., Fredericksburg, Virginia; Men's wash shirts; 10 percent (T); December 7, 1943.

Louis Goldsmith, Inc., Belmont & Erie Aves., Quakertown, Pennsylvania; Men's, young men's and boys' trousers; 5 learners (T); December 7, 1943.

Hanover Shirt Co., Inc., Ashland, Virginia; Men's sport and dress shirts; 10 learners (T); December 7, 1943.

Chas. W. Henson Garment Mfg. Co., Inc., Clayton Street, Lawrenceville, Georgia; Wash clothing; 10 percent (T); December 7, 1943.

Jay Novelty Company, 101-01 103rd Avenue, Ozone Park, New York; Slacks, Ski pants, overalls; 10 learners (T); June 7, 1943.

Casey Jones, Inc., 2311 Adams Ave., Huntington, W. Virginia; Army Herringbone twill trousers; 10 percent (T); December 7, 1943.

Karp Dress Co., Inc., 335 Barton Street, Pawtucket, Rhode Island; Girls' dresses; 8 learners (T); December 1, 1943.

Kinston Shirt Company, King St., Kinston, North Carolina; Shirts; 10 percent (T); December 7, 1943.

L and H Shirt Company, Cochran, Georgia; shirts; 10 percent (T); December 7, 1943.

La Facile Corset Company, Inc., 157 Homer Ave., Cortland, New York; Custom-made health and surgical corsets; 3 learners (T); December 7, 1943.

J. A. Lamy Mfg. Co., Inc., Pacific St., Sedalla, Missouri; Wash suits, pants and jackets; 10 percent (T); December 7, 1943.

Lassar & Bick Company, 127 East 9th Street, Los Angeles, California; Sport coats; 10 learners (T); December 7, 1943. (This certificate replaces the one bearing the expiration date of November 16, 1943.)

Leon Garment Manufacturing Co., 700 W. Roosevelt Road, Chicago, Illinois; Overalls, Melton jackets; 1 learner (T); December 7, 1943.

Charles L. Levy Co., Inc., Selma, Alabama; Trousers, cotton khaki for U. S. Army; 10 percent (T); December 7, 1943.

Lucas Manufacturing Company, Rear 420 Walnut St., Columbia, Pennsylvania; Children's cotton dresses, exercise bloomers; 10 percent (T); December 7, 1943.

Marja Brassiere Company, 215½ Main Street, Jacksonville, Texas; Brassieres; 7 learners (T); December 7, 1943.

Mendota Trouser Company, 500 Ninth Avenue, Mendota, Illinois; Trousers; 10 learners (T); December 7, 1943.

S. Mover & Son, 33 Harrison Ave., Boston, Mass.; Ladies' sportswear; 10 learners (T); December 7, 1943.

Jacob Nathanson and Company, 404 S. Racine Avenue, Chicago, Illinois; Cotton and rayon wash dresses; 10 percent (T); December 7, 1943.

Nazareth Dress Mfg. Company, 150 S. Main St., Nazareth, Pennsylvania; Dresses; 35 learners (E); June 7, 1943.

Nirenberg & Salzman, Inc., North Mohawk St., Cohoes, New York; Dress and polo shirts; 10 percent (T); December 7, 1943.

Rosen Shirt Manufacturing Co., 5th & Juniper St., Quakertown, Pennsylvania; Men's shirts; 10 percent (T); December 7, 1943.

Schaefferstown Garment Company, Schaefferstown, Pennsylvania; Pajamas; 10 learners (T); December 7, 1943.

Standard Trouser Company, Second and Alder Streets, Philipsburg, Pennsylvania; Army Trousers; 10 percent (T); December 7, 1943.

I. Taitel & Son, Prettyman St., Knox, Indiana; Longies, jumperalls; 10 percent (T); December 7, 1943.

Thompstontown Mfg. Company, Thompstontown, Pennsylvania; Pajamas, nightgowns, undershorts; 5 learners (T); December 7, 1943.

Vesta Corset Company, 25 South St., McGraw, New York; Corset-corselettes; 10 percent (T); December 7, 1943.

M. Wiener and Company, 725 Arch Street, Philadelphia, Pennsylvania; Beachwear and playclothes; 10 percent (T); December 7, 1943.

Glove Industry

The Advance Glove Mfg. Company, 122 Southard Avenue, Toledo, Ohio; work gloves; 5 learners (T); December 7, 1943.

Hosiery Industry

Cranwell-Lee Hosiery Mills, Pikeville, Tennessee; Seamless hosiery; 5 learners (T); December 7, 1943.

Dependable Hosiery Mills, Inc., Liberty, North Carolina; Seamless hosiery; 5 learners (T); December 7, 1943.

Hand Knit Hosiery Company, 1319 14th Street, Sheboygan, Wisconsin; Seamless hosiery; 5 percent (T); December 7, 1943.

Hosecraft Hosiery Mills, 204 East 23rd Street, New York; Cut and sewed hosiery; 5 percent (T); December 7, 1943.

Rockford Mitten & Hosiery Company, 418 S. Wyman Street, Rockford, Illinois; Seamless hosiery; 5 percent (T); December 7, 1943.

Willis Hosiery Mills, Inc., Academy Street, Concord, North Carolina; Seamless hosiery; 5 percent (T); December 7, 1943.

Knitted Wear Industry

Kelray Knitting Mills, 128 Wood Street, Reading, Pennsylvania; Ladies' knitted underwear; 5 percent (T); December 7, 1943.

Textile Industry

Blackstone Weaving Company, Church Street, Blackstone, Virginia; Silk, rayon, nylon; 3 percent (T); December 7, 1943.

Riverside Mills, 1 Kollock St., Augusta, Georgia; Cotton yarn; 3 percent (T); December 7, 1943. (This certificate replaces the one bearing the expiration date of March 23, 1943)

Shelbyville Mills, Royal St., Shelbyville, Tennessee; Tire cord and government duck; 3 percent (T); December 7, 1943.

Tifton Cotton Mills, Tifton, Georgia; Cotton; 3 percent (T); December 7, 1943. Signed at New York, N. Y., this 5th day of December 1942.

MERLE D. VINCENT,
Authorized Representative
of the Administrator.

[F. R. Doc. 42-12959; Filed, December 7, 1942;
12:07 p. m.]

CIVIL AERONAUTICS BOARD.

[Docket No. SA-69]

AIRCRAFT ACCIDENT OCCURRING NEAR DAYTON, OHIO

NOTICE OF HEARING

In the matter of investigation of accident involving aircraft of United States Registry NC 17320, which occurred at Dayton, Ohio, on June 27, 1942.

Notice is hereby given, pursuant to the Civil Aeronautics Act of 1938, as amended, particularly section 702 of said Act, in the above-entitled proceeding, that hearing is hereby assigned to be held on Friday, December 11, 1942, at 10:30 a. m. (EWT) in the Transcontinental and Western Air Hangar Number 6, La Guardia Field, New York, New York.

Dated at Washington, D. C., December 8, 1942.

[SEAL]

S. G. TIPTON,
Presiding Officer.

[F. R. Doc. 42-13009; Filed, December 8, 1942;
12:04 p. m.]

OFFICE OF ALIEN PROPERTY CUSTODIAN.

[Amendment to Vesting Order 68]

L. LILJENFELD, ET AL.

Vesting Order Number 68¹ of July 30, 1942, is hereby amended as follows and not otherwise:

¹ 17 F.R. 6181.

By changing in Exhibit A thereof the number "162,358" to "162,538".

All other provisions of such Vesting Order Number 68 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 December 1, 1942.

[SEAL]

LEO T. CROWLEY,
Alien Property Custodian.

[F. R. Doc. 42-12998; Filed, December 8, 1942;
10:14 a. m.]

[Amendment to Vesting Order 94]

A. FERRETTI, ET AL.

Vesting Order Number 94¹ of August 6, 1942, is hereby amended as follows and not otherwise:

By changing in Exhibit A thereof the number "376,879" to "376,679".

All other provisions of such Vesting Order Number 94 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 December 1, 1942.

[SEAL]

LEO T. CROWLEY,
Alien Property Custodian.

[F. R. Doc. 42-12999; Filed, December 8, 1942;
10:14 a. m.]

[Amendment of Vesting Order Number 100]

JAPAN COTTON & SILK TRADING CO., INC.

Whereas, pursuant to Vesting Order Number 190² of September 28, 1942, the undersigned intended to vest, among other things, 300 shares of \$100 par value common stock of Japan Cotton & Silk Trading Co., Inc., registered in the name of Wasaburo Uemura, of Osaka, Japan; and

Whereas in describing such person in said Vesting Order Number 190, the name was, as a result of a typographical error, inadvertently designated as "Wasaburo Uenmra";

Now, therefore, Vesting Order Number 190 of September 28, 1942, is hereby amended as follows and not otherwise:

By changing the name "Wasaburo Uenmra" appearing therein to "Wasaburo Uemura".

All other provisions of such Vesting Order Number 190 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 December 1, 1942.

[SEAL]

LEO T. CROWLEY,
Alien Property Custodian.

[F. R. Doc. 42-12997; Filed, December 8, 1942;
10:14 a. m.]

¹ 17 F.R. 6693.

² 17 F.R. 8569.

[Vesting Order 411]

ESTATE OF FREDERICK BERTHOLD VIERTEL

In re: Estate of Frederick Berthold Viertel, deceased; File D-28-1411; E. T. Sec. 20.

Under the authority of the Trading with the Enemy Act as amended, Executive Order 9095 as amended, and pursuant to law, the Alien Property Custodian after investigation,

Finding that:

(1) The property and interests hereinafter described are property which is in the process of administration by the First National Bank of Mobile, Executor, acting under the judicial supervision of the Probate Court of Mobile County, Alabama;

(2) Such property and interests are payable or deliverable to, or claimed by, nationals of a designated enemy country, Germany, namely,

Nationals:	<i>Last known address</i>
Franziska Lattner.....	Breslau, Germany
Berthold Lattner.....	Breslau, Germany
Martha Lattner.....	Breslau, Germany
Louisa Lattner.....	Breslau, Germany

And determining that:

(3) If 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 said Executive Order or Act or otherwise, and deeming it necessary in the national interest,

Now, therefore, the Alien Property Custodian hereby vests the following property and interests:

All right, title, interest, and claim of any kind or character whatsoever of Franziska Lattner, Berthold Lattner, Martha Lattner, and Louisa Lattner and each of them in and to the Estate of Frederick Berthold Viertel, deceased,

to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and interests and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property and interests or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC-1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive Order.

Dated: December 1, 1942.

[SEAL]

LEO T. CROWLEY,
Alien Property Custodian.

[F. R. Doc. 42-12977; Filed, December 8, 1942;
10:14 a. m.]

[Vesting Order 412]

ESTATE OF FREDERICK E. WATERMEYER

In re: Estate of Frederick E. Watermeyer, deceased—File D-28-1802; E. T. sec. 1059.

Under authority of the Trading with the Enemy Act as amended, Executive Order No. 9095 as amended, and pursuant to law, the Alien Property Custodian after investigation,

Finding that:

(1) The property and interests hereinafter described are property which is in the process of administration by the Treasurer of the City of New York as depositary acting under the judicial supervision of the Surrogate's Court of the State of New York, in and for New York County;

(2) Such property and interests are payable or deliverable to, or claimed by, nationals of a designated enemy country, Germany, namely,

Nationals:	<i>Last known address</i>
Clara Zahnert.....	Germany.
Guillermo I. Watermeyer.....	Germany.
Lorenzo von Braumueller.....	Germany.
Elizabeth Mann.....	Germany.

And determining that:

(3) If 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 said Executive Order or Act or otherwise, and deeming it necessary in the national interest,

Now, therefore, the Alien Property Custodian hereby vests the following property and interests:

All right, title, interest, and claim of any kind or character whatsoever of Clara Zahnert, Guillermo I. Watermeyer, Lorenzo von Braumueller and Elizabeth Mann in and to the Estate of Frederick E. Watermeyer, deceased,

to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and interests and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property and interests or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC-1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive Order.

Dated: December 1, 1942.

[SEAL]

LEO T. CROWLEY,
Alien Property Custodian.

[F. R. Doc. 42-12935; Filed, December 8, 1942;
10:17 a. m.]

[Vesting Order 413]

ESTATE OF EDWARD J. DEJONGE

In re: Estate of Edward J. DeJonge, deceased—File D-28-3377; E. T. sec. 1049.

Under the authority of the Trading with the Enemy Act as amended, Executive Order 9095 as amended, and pursuant to law, the Alien Property Custodian after investigation,

Finding that:

(1) The property and interests hereinafter described are property which is in the process of administration by the Treasurer of the City of New York as depositary acting under the judicial supervision of the Surrogate's Court of the State of New York, in and for New York County;

(2) Such property and interests are payable or deliverable to, or claimed by, nationals of a designated enemy country, Germany, namely,

Nationals:	<i>Last known address</i>
Alfred Herman DeJonge.....	Germany.
Johanne Helene Goldstrom.....	Germany.
Martha Amalie Burmeister.....	Germany.

And determining that:

(3) If 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 said Executive Order or Act or otherwise, and deeming it necessary in the national interest,

Now, therefore, the Alien Property Custodian hereby vests the following property and interests:

All right, title, interest, and claim of any kind or character whatsoever of Alfred Herman DeJonge, Johanne Helene Goldstrom and Martha Amalie Burmeister in and to the Estate of Edward J. DeJonge, deceased,

to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and interests and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property and interests or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC-1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian.

The terms "national" and "designated country" as used herein shall have the

meanings prescribed in section 10 of said Executive Order.

Dated: December 1, 1942.

[SEAL] LEO T. CROWLEY,
Alien Property Custodian.

[F. R. Doc. 42-12986; Filed, December 8, 1942;
10:17 a. m.]

[Vesting Order 414]

ALBERT BOHL

In re: Trust for benefit of Albert Bohl—File D-28-1526; E. T. sec. 273.

Under the authority of the Trading with the Enemy Act as amended, Executive Order 9095 as amended, and pursuant to law, the Alien Property Custodian after investigation,

Finding that:

(1) The property and interests hereinafter described are property which is in the process of administration by the Probate Court of Hamilton County, Ohio;

(2) Such property and interests are payable or deliverable to, or claimed by, a national of a designated enemy country, Germany, namely,

National:	<i>Last known address</i>
Albert Bohl	Frankfort a/Rhein Eschersheim Althelm Str. 4., Germany.

And determining that:

(3) If 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 said Executive Order or Act or otherwise, and deeming it necessary in the national interest,

Now, therefore, the Alien Property Custodian hereby vests the following property and interests:

All right, title, interest, and claim of any kind or character whatsoever of Albert Bohl in and to a fund held by George H. Kattenhorn as trustee for said Albert Bohl and in and to the estate of Herman Henry Rewwer, deceased,

to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and interests and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property and interests or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC-1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive Order.

Dated: December 1, 1942.

[SEAL] LEO T. CROWLEY,
Alien Property Custodian.

[F. R. Doc. 42-12987; Filed, December 8, 1942;
10:17 a. m.]

[Vesting Order 415]

ESTATE OF MAX FORKE

In re: Estate of Max Forke, deceased—File D-28-1699; E. T. sec. 718.

Under the authority of the Trading with the Enemy Act as amended, Executive Order 9095 as amended, and pursuant to law, the Alien Property Custodian after investigation,

Finding that:

(1) The property and interests hereinafter described are property which is in the process of administration by the Treasurer of the City of New York as depository acting under the judicial supervision of the Surrogate's Court of the State of New York, in and for New York County;

(2) Such property and interests are payable or deliverable to, or claimed by, nationals of a designated enemy country, Germany, namely,

Nationals:	<i>Last known address</i>
Alma Morbitz	Germany.
Alfred Forke	Germany.

And determining that:

(3) If 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 said Executive Order or Act or otherwise, and deeming it necessary in the national interest,

Now, therefore, the Alien Property Custodian hereby vests the following property and interests:

All right, title, interest, and claim of any kind or character whatsoever of Alma Morbitz and Alfred Forke in and to the Estate of Max Forke, deceased,

to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and interests and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property and interests or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC-1, within one year from the date hereof, or within such further time as

may be allowed by the Alien Property Custodian.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive Order.

Dated: December 1, 1942.

[SEAL] LEO T. CROWLEY,
Alien Property Custodian.

[F. R. Doc. 42-12988; Filed, December 8, 1942;
10:17 a. m.]

[Vesting Order 416]

ESTATE OF EUGEN TROST

In re: Estate of Eugen Trost, deceased—File D-28-1703; E. T. sec. 715.

Under the authority of the Trading with the Enemy Act as amended, Executive Order 9095 as amended, and pursuant to law, the Alien Property Custodian after investigation,

Finding that:

(1) The property and interests hereinafter described are property which is in the process of administration by the Treasurer of the City of New York as depository acting under the judicial supervision of the Surrogate's Court of the State of New York, in and for New York County;

(2) Such property and interests are payable or deliverable to, or claimed by, nationals of a designated enemy country, Germany, namely,

Nationals:	<i>Last known address</i>
Wilhelm Trost	Germany.
Marie Trost	Germany.

And determining that:

(3) If 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 said Executive Order or Act or otherwise, and deeming it necessary in the national interest,

Now, therefore, the Alien Property Custodian hereby vests the following property and interests:

All right, title, interest, and claim of any kind or character whatsoever of Wilhelm Trost and Marie Trost in and to the Estate of Eugen Trost, deceased,

to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and interests and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property and interests or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together

with a request for a hearing thereon, on Form APC-1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive Order.

Dated: December 1, 1942.

[SEAL] LEO T. CROWLEY,
Alien Property Custodian.

[F. R. Doc. 42-12989; Filed, December 8, 1942; 10:17 a. m.]

[Vesting Order 417]

ESTATE OF KAROLINE KUNKEL

In re: Estate of Karoline Kunkel, deceased—File D-28-3368; E.T. Sec. 1048.

Under the authority of the Trading with the Enemy Act as amended, Executive Order 9095 as amended, and pursuant to law, the Alien Property Custodian after investigation,

Finding that—

(1) The property and interests hereinafter described are property which is in the process of administration by the Treasurer of the City of New York as depository acting under the judicial supervision of the Surrogate's Court of the State of New York, in and for New York County;

(2) Such property and interests are payable or deliverable to, or claimed by, nationals of a designated enemy country, Germany, namely,

	<i>Last known address</i>
Nationals:	
Johann Schoendorf.....	Germany.
Bertha Haupt.....	Germany.
Anna Kunkel.....	Germany.
Adam Berthold Schoendorf.....	Germany.
Willy Schoendorf.....	Germany.
Anna Katharine Schoendorf.....	Germany.
Nikolaus Peter Schoendorf.....	Germany.
Heinz Schoendorf.....	Germany.
Richard Schoendorf.....	Germany.

And determining that—

(3) If 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 said Executive Order or Act or otherwise, and deeming it necessary in the national interest,

Now, therefore, the Alien Property Custodian hereby vests the following property and interests:

All right, title, interest, and claim of any kind or character whatsoever of Johann Schoendorf, Bertha Haupt, Anna Kunkel, Adam Berthold Schoendorf, Willy Schoendorf, Anna Katharine Schoendorf, Nikolaus Peter Schoendorf, Heinz Schoendorf and Richard Schoendorf and each of them in and to the Estate of Karoline Kunkel, deceased,

to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and interests and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property

Custodian to return such property and interests or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC-1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive Order.

Dated: December 1, 1942.

[SEAL] LEO T. CROWLEY,
Alien Property Custodian.

[F. R. Doc. 42-12990; Filed, December 8, 1942; 10:18 a. m.]

[Vesting Order 418]

ESTATE OF BERTHA KREISEL

In re: Estate of Bertha Kreisel, deceased; File D-6-120; E. T. Sec. 290.

Under the authority of the Trading with the Enemy Act, as amended, Executive Order 9095 as amended, and pursuant to law, the Alien Property Custodian after investigation,

Finding that:

(1) The property and interests hereinafter described are property which is in the process of administration by Rose Winter, as Administratrix C. T. A. of the goods and chattels which were of Bertha Kreisel, deceased, acting under the judicial supervision of the Surrogate's Court of the State of New York, in and for the County of New York;

(2) Such property and interests are payable or deliverable to, or claimed by, nationals of a designated enemy country, Germany, namely:

	<i>Last known address</i>
Nationals:	
Josef Farber.....	Germany.
Josephine Eisler.....	Germany.

And determining that:

(3) If 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 said Executive Order or Act or otherwise, and deeming it necessary in the national interest,

Now, therefore, the Alien Property Custodian hereby vests the following property and interests:

All right, title, interest, and claim of any kind or character whatsoever of Josef Farber and Josephine Eisler in and to the Estate of Bertha Kreisel, deceased,

to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and interests and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property

Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property and interests or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC-1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive Order.

Dated: December 1, 1942.

[SEAL] LEO T. CROWLEY,
Alien Property Custodian.

[F. R. Doc. 42-12391; Filed, December 8, 1942; 10:18 a. m.]

[Vesting Order 419]

ESTATE OF W. L. HARBACH

In re: Estate of W. L. Harbach, also known as William L. Harbach, also known as William Louis Harbach, deceased; File D-28-1403; E. T. Sec. 72.

Under the authority of the Trading with the Enemy Act as amended, Executive Order 9095 as amended, and pursuant to law, the Alien Property Custodian after investigation,

Finding that:

(1) The property and interests hereinafter described are property which is in the process of administration by Frank C. Martens and Frieda Harbach Kelper Sender, Executors acting under the judicial supervision of the Superior Court of the State of California, in and for the County of Alameda;

(2) Such property and interests are payable or deliverable to, or claimed by nationals of a designated enemy country, Germany, namely,

	<i>Last known address</i>
Nationals:	
Carl Harbach.....	Germany.
Fritz Harbach.....	Germany.
Mrs. Mina Harbach Euler.....	Germany.
Mrs. Johanna Harbach Albert.....	Germany.
Emil Kelper.....	Germany.
Otto Kelper.....	Germany.
Carl Hoffman.....	Germany.
Mrs. Frieda Hoffman Hess.....	Germany.
Adolph Hoffman.....	Germany.

And determining that:

(3) If 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 said Executive Order or Act or otherwise, and deeming it necessary in the national interest,

Now, therefore, the Alien Property Custodian hereby vests the following property and interests:

All right, title, interest, and claim, of any kind or character whatsoever of Carl Har-

bach, Fritz Harbach, Mrs. Mina Harbach Euler, Mrs. Johanna Harbach Alberti, Emil Keiper, Otto Keiper, Carl Hoffman, Mrs. Frieda Hoffman Hess and Adolph Hoffman in and to the Estate of W. L. Harbach, also known as William L. Harbach, also known as William Louis Harbach, deceased,

to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and interests and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property and interests or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC-1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive Order.

Dated: December 1, 1942.

[SEAL] LEO T. CROWLEY,
Alien Property Custodian.

[F. R. Doc. 42-12992; Filed, December 8, 1942;
10:19 a. m.]

[Vesting Order 420]

ESTATE OF VICTORIA DI RE DURANDO

In re: Estate of Victoria Di Re Durando, also known as Vittoria Durando, deceased; Filed F-38-4288; E.T. Sec. 51.

Under the authority of the Trading with the Enemy Act, as amended, Executive Order 9095, as amended, and pursuant to law, the Alien Property Custodian after investigation,

Finding that:

(1) The property and interests hereinafter described are property which is in the process of administration by T. B. Reed Pancoast, Clerk of the Orphans Court of Salem, New Jersey, Depository, acting under the judicial supervision of Orphans Court of the State of New Jersey, in and for the County of Salem;

(2) Such property and interests are payable or deliverable to, or claimed by, nationals of a designated enemy country, Italy, namely, Giuseppe Cellitti, Amadeo Cellitti, and Angelo Cellitti, whose last known addresses are Fiorentino, Italy; and

Determining that:

(3) If 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, after appropriate consultation and certification required by said Executive Order or Act or otherwise, and deeming it necessary in the national interest,

Now, therefore, the Alien Property Custodian hereby vests the following property and interests:

All right, title, interest, and claim of any kind or character whatsoever of Giuseppe Cellitti, Amadeo Cellitti, Angelo Cellitti, and each of them, in and to the Estate of Vittoria Di Re Durando, also known as Vittoria Durando, deceased,

to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and interests and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property and interests or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC-1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive Order.

Dated: December 1, 1942.

[SEAL] LEO T. CROWLEY,
Alien Property Custodian.

[F. R. Doc. 42-12993; Filed, December 8, 1942;
10:19 a. m.]

[Vesting Order 421]

ELIZABETH A. HEIL

In re: Estate of Elizabeth A. Heil, deceased—File D-28-1368; E. T. Sec. 74.

Under the authority of the Trading with the Enemy Act, as amended, Executive Order 9095, as amended, and pursuant to law, the Alien Property Custodian after investigation,

Finding that:

(1) The property and interests hereinafter described are property which is in the process of administration by Henry O. Gray, Judge of the County Court, Grand County, Hot Sulphur Springs, Colorado Depository, acting under the judicial supervision of the County Court of the State of Colorado, in and for the County of Grand;

(2) Such property and interests are payable or deliverable to, or claimed by, a national of a designated enemy country, Germany, namely Hedwig Bretsch, whose last known address is Germany; and

Determining that:

(3) If 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 said Executive Order or Act or otherwise, and deeming it necessary in the national interest,

Now, therefore, the Alien Property Custodian hereby vests the following property and interests:

All right, title, interest, and claim of any kind or character whatsoever of Hedwig Bretsch, in and to the Estate of Elizabeth A. Heil, deceased,

to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and interests and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property and interests or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC-1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive Order.

Dated: December 1, 1942.

[SEAL] LEO T. CROWLEY,
Alien Property Custodian.

[F. R. Doc. 42-12994; Filed, December 8, 1942;
10:19 a. m.]

[Vesting Order 422]

MARGARET LAUER

In re: Estate of Margaret Lauer, deceased—File D-28-1538; E.T. Sec. 283.

Under the authority of the Trading with the Enemy Act as amended, Executive Order 9095, as amended, and pursuant to law, the Alien Property Custodian after investigation

Finding that—

(1) The property and interests hereinafter described are property which is in the process of administration by Ferdinand Noll, 466 Nyo Avenue, Irvington, New Jersey, Administrator, acting under the judicial supervision of Surrogate's Court of the State of New Jersey, in and for the County of Essex;

(2) Such property and interests are payable or deliverable to, or claimed by, nationals of a designated enemy country, Germany, namely, Franz Joseph Noll, Lina Noll, Herman Noll, and Helena (Magdalena) Noll, whose last known addresses are Romstahl, Kreis Schluchtern Hesse-Nassau, Germany, and the issue of Marie (Noll), marriage name unknown, whose last known address is Fulda, Hesse-Nassau, Germany, and the issue of Aloisa Weber, nee Noll, whose last known

address is Eckardrot, Hesse-Nassau, Germany, and the issue of Rudolph Noll, whose last known address is Galsenkirchen, Westphalen, Germany; and

Determining that—

(3) If 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 said Executive Order or Act or otherwise, and deeming it necessary in the national interest,

Now, therefore, the Alien Property Custodian hereby vests the following property and interests:

All right, title, interest and claim of any kind or character whatsoever of Franz Joseph Noll, Lina Noll, Herman Noll, Helena (Magdalena) Noll, Issue of Marie (Noll) marriage name unknown, Issue of Aloisa Weber, nee Noll, Issue of Rudolph Noll, and each of them, in and to the Estate of Margaret Lauer, deceased,

to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and interests and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property and interests or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC-1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive Order.

Dated: December 1, 1942.

[SEAL] LEO T. CROWLEY,
Alien Property Custodian.

[F. R. Doc. 42-12995; Filed, December 8, 1942; 10:19 a. m.]

[Vesting Order 423]

EMANUEL G. BELLON

In re: Estate of Emanuel G. Bellon, deceased—File D-28-1524; E. T. Sec. 280.

Under the authority of the Trading with the Enemy Act as amended, Executive Order 9095 as amended, and pursuant to law, the Alien Property Custodian after investigation

Finding that—

(1) The property and interests hereinafter described is property which is in the process of administration by William F. Godel, Administrator, acting under the judicial super-

vision of County Court of the State of Colorado in and for the County of Denver;

(2) Such property and interest is payable or deliverable to, or claimed by, a national of a designated enemy country, Germany, namely, Katharine Bellon, whose last known address is Helmschelm, Wurtemberg, Germany; and

Determining that—

(3) If 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 said Executive Order or Act or otherwise, and deeming it necessary in the national interest,

Now, therefore, the Alien Property Custodian hereby vests the following property and interest:

All right, title, interest, and claim of any kind or character whatsoever of Katharine Bellon, in and to the Estate of Emanuel G. Bellon, deceased,

to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and interest and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property and interests or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC-1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive Order.

Dated: December 1, 1942.

[SEAL] LEO T. CROWLEY,
Alien Property Custodian.

[F. R. Doc. 42-12996; Filed, December 8, 1942; 10:19 a. m.]

[Vesting Order 427]

ESTATE OF THEODORE BUHMANN

In re: Estate of Theodore Buhmann, deceased; File D-28-1451; E. T. Sec. 85.

Under the authority of the Trading with the Enemy Act as amended, Executive Order 9095 as amended, and pursuant to law, the Alien Property Custodian after investigation,

Finding that:

(1) The property and interests hereinafter described are property which is in the process

of administration by Anna Ramundt and Herman Ramundt, Executors, acting under the judicial supervision of the District Court of the State of Iowa, in and for the County of Grundy;

(2) Such property and interests are payable or deliverable to, or claimed by, nationals of a designated enemy country, Germany, namely,

Nationals:	Last known address
Marie Olson, or her surviving child or children	Germany.
Catharine Saemken, or her surviving child or children	Germany.
The child, or children of Christina Ratjens, deceased, formerly of Germany	Germany.
The child, or children of Anna Heesch, deceased, formerly of Germany	Germany.
The child, or children of Gretchen Rohde, deceased, formerly of Germany	Germany.
William Buhmann	Germany.
Elsie Boemke	Germany.
Frieda Wille	Germany.
Greta Preback	Germany.

And determining that:

(3) If 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 said Executive Order or Act or otherwise, and deeming it necessary in the national interest,

Now, therefore, the Alien Property Custodian hereby vests the following property and interests:

All right, title, interest, and claim of any kind or character whatsoever of Marie Olson, or her surviving child or children, Catharine Saemken, or her surviving child or children, The child, or children of Christina Ratjens, deceased, The child, or children of Anna Heesch, deceased, The child, or children of Gretchen Rohde, deceased, William Buhmann, Elsie Boemke, Frieda Wille and Greta Preback and each of them in and to the Estate of Theodore Buhmann, deceased,

to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and interests and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property and interests or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC-1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive Order.

Dated: December 4, 1942.

[SEAL] LEO T. CROWLEY,
Alien Property Custodian.

[F. R. Doc. 42-12978; Filed, December 8, 1942;
10:14 a. m.]

[Vesting Order 428]

ESTATE OF ALBERT T. FRIEDMANN

In re: Estate of Albert T. Friedmann, deceased; File F-28-9768; E. T. Sec. 271.

Under the authority of the Trading with the Enemy Act as amended, Executive Order 9095 as amended, and pursuant to law, the Alien Property Custodian after investigation,

Finding that—

(1) The property and interests hereinafter described are property which is in the process of administration by Leon E. Kaumheimer, Johanna B. Friedmann, Max E. Friedmann and Ralph T. Friedmann, Co-Trustees, acting under the judicial supervision of the County Court for Milwaukee County, Wisconsin;

(2) Such property and interests are payable or deliverable to, or claimed by, nationals of a designated enemy country, Germany, namely,

	<i>Last known address</i>
Nationals:	
Mrs. Marie Gundelfinger.....	Germany.
Mrs. Paula Vinzl.....	Germany.

And determining that—

(3) If 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 said Executive Order or Act or otherwise, and deeming it necessary in the national interest,

Now, therefore, the Alien Property Custodian hereby vests the following property and interests:

All right, title, interest, and claim of any kind or character whatsoever of Mrs. Marie Gundelfinger and Mrs. Paula Vinzl and each of them in and to the Estate of Albert T. Friedmann, deceased,

to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and interests and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property and interests or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC-1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive Order.

Dated: December 4, 1942.

[SEAL] LEO T. CROWLEY,
Alien Property Custodian.

[F. R. Doc. 42-12979; Filed, December 8, 1942;
10:14 a. m.]

[Vesting Order 430]

ESTATE OF CLARA ALPERS

In re: Estate of Clara Alpers, deceased; File D-28-1701; E.T. Sec. 713.

Under the authority of the Trading with the Enemy Act as amended, Executive Order 9095 as amended, and pursuant to law, the Alien Property Custodian after investigation,

Finding that:

(1) The property and interest hereinafter described are property which is in the process of administration by the Treasurer of the City of New York as depository acting under the judicial supervision of the Surrogate's Court of the State of New York, in and for New York County;

(2) Such property and interest are payable or deliverable to, or claimed by, a national of a designated enemy country, Germany, namely, Helene Alpers Hahn, whose last known address is Germany;

And determining that:

(3) If 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 said Executive Order or Act or otherwise, and deeming it necessary in the national interest,

Now, therefore, the Alien Property Custodian hereby vests the following property and interest:

All right, title, interest, and claim of any kind or character whatsoever of Helene Alpers Hahn in and to the Estate of Clara Alpers, deceased,

to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and interest and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property and interest or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC-1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive Order.

Dated: December 4, 1942.

[SEAL] LEO T. CROWLEY,
Alien Property Custodian.

[F. R. Doc. 42-12980; Filed, December 8, 1942;
10:16 a. m.]

[Vesting Order 431]

ESTATE OF GUSTAVE A. BERGHOF

In re: Estate of Gustave A. Berghoff, deceased; File D-28-1508; E.T. Sec. 276.

Under the authority of the Trading with the Enemy Act as amended, Executive Order 9095 as amended, and pursuant to law, the Alien Property Custodian after investigation,

Finding that:

(1) The property and interests hereinafter described are property which is in the process of administration by Dorothy Gardner, Clerk of Allen Superior Court No. 2, Indiana, acting under the judicial supervision of Allen Superior Court No. 2, Indiana;

(2) Such property and interests are payable or deliverable to, or claimed by, a national of a designated enemy country, Germany, namely,

	<i>Last known address</i>
National:	
Frau Elizabeth Elke.....	Dortmund, Germany.

And determining that:

(3) If 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 said Executive Order or Act or otherwise, and deeming it necessary in the national interest,

Now, therefore, the Alien Property Custodian hereby vests the following property and interests:

All right, title, interest, and claim of any kind or character whatsoever of Frau Elizabeth Ekleman in and to the Estate of Gustave A. Berghoff, deceased,

to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and interests and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property and interests or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC-1, within one year from the date hereof, or within such further time

as may be allowed by the Alien Property Custodian.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive Order.

Dated: December 4, 1942.

[SEAL] LEO T. CROWLEY,
Alien Property Custodian.

[F. R. Doc. 42-12981; Filed, December 8, 1942; 10:16 a. m.]

[Vesting Order 432]

ROSE O. BAER

In re: Estate of Rose O. Baer, deceased—File D-28-3388; E.T. Sec. 1138.

Under authority of the Trading with the Enemy Act as amended, Executive Order 9095 as amended, and pursuant to law, the Alien Property Custodian after investigation,

Finding that—

(1) The property and interests hereinafter described are property which is in the process of administration by the Treasurer of the City of New York as depository acting under the judicial supervision of the Surrogate's Court of the State of New York, in and for New York County; and

(2) Such property and interests are payable or deliverable to, or claimed by, a national of a designated enemy country, Germany, namely, Emma Messner whose last known address is Germany;

And determining that—

(3) If 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 said Executive Order or Act or otherwise, and deeming it necessary in the national interest,

Now, therefore, the Alien Property Custodian hereby vests the following property and interests:

All right, title, interest, and claim of any kind or character whatsoever of Emma Messner in and to the Estate of Rose O. Baer, deceased,

to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and interests and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property and interests or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC-1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian.

The terms "national" and "designated enemy country" as used herein shall

have the meanings prescribed in section 10 of said Executive Order.

Dated: December 4, 1942.

[SEAL] LEO T. CROWLEY,
Alien Property Custodian.

[F. R. Doc. 42-12982; Filed, December 8, 1942; 10:16 a. m.]

[Vesting Order 433]

ANNA BRUGGEN

In re: Estate of Anna Bruggen, deceased—File F-28-9404; E. T. Sec. 673.

Under the authority of the Trading with the Enemy Act as amended, Executive Order 9095 as amended, and pursuant to law, the Alien Property Custodian after investigation,

Finding that—

(1) The property and interests hereinafter described are property which is in the process of administration by R. F. Petchow, Administrator, acting under the judicial supervision of the County Court of Brookings County, South Dakota.

(2) Such property and interests are payable or deliverable to, or claimed by, nationals of a designated enemy country, Germany, namely,

Nationals:	<i>Last known address</i>
Henry Bruggen	----- Kellinghuren, Germany
Emma Johannsen	----- Husum, Germany
Gretchen Maria-Augusta Boge	----- Kiehl, Germany

And determining that—

(3) If 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 said Executive Order or Act or otherwise, and deeming it necessary in the national interest,

Now, therefore, the Alien Property Custodian hereby vests the following property and interests:

All right, title, interest, and claim of any kind or character whatsoever, of Henry Bruggen, Emma Johannsen, and Gretchen Maria-Augusta Boge in and to the Estate of Anna Bruggen, deceased,

to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and interests and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property and interests or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC-1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of said Executive Order.

Dated: December 4, 1942.

[SEAL] LEO T. CROWLEY,
Alien Property Custodian.

[F. R. Doc. 42-12333; Filed, December 8, 1942; 10:16 a. m.]

[Vesting Order 434]

ANNA ESSERS

In re: Estate of Anna Essers, deceased—File D-28-3381; E.T. Sec. 1142.

Under the authority of the Trading with the Enemy Act as amended, Executive Order 9095 as amended, and pursuant to law, the Alien Property Custodian after investigation,

Finding that—

(1) The property and interests hereinafter described are property which is in the process of administration by the Treasurer of the City of New York as depository acting under the judicial supervision of the Surrogate's Court of the State of New York, in and for New York County;

(2) Such property and interests are payable or deliverable to, or claimed by, nationals of a designated enemy country, Germany, namely,

Nationals:	<i>Last known address</i>
Anna Ducker	-----Germany.
Dora Meyer	-----Germany.

And determining that—

(3) If 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 said Executive Order or Act or otherwise, and deeming it necessary in the national interest,

Now, therefore, the Alien Property Custodian hereby vests the following property and interests:

All right, title, interest, and claim of any kind or character whatsoever of Anna Ducker and Dora Meyer in and to the Estate of Anna Essers, deceased,

to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

Such property and interests and any or all of the proceeds thereof shall be held in a special account pending further determination of the Alien Property Custodian. This shall not be deemed to limit the powers of the Alien Property Custodian to return such property and interests or the proceeds thereof, or to indicate that compensation will not be paid in lieu thereof, if and when it should be determined that such return should be made or such compensation should be paid.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may file with the Alien Property Custodian a notice of his claim, together with a request for a hearing thereon, on Form APC-1, within one year from the date hereof, or within such further time as may be allowed by the Alien Property Custodian.

The terms "national" and "designated enemy country" as used herein

shall have the meanings prescribed in section 10 of said Executive Order.

Dated: December 4, 1942.

[SEAL] LEO T. CROWLEY,
Alien Property Custodian.

[F. R. Doc. 42-12984; Filed, December 8, 1942;
10:16 a. m.]

OFFICE OF PRICE ADMINISTRATION.

[Order 16 Under MPR 147]

CHAMPION RIVET CO.

ORDER GRANTING PETITION FOR EXCEPTION

Order 16 Under Maximum Price Regulation No. 147—Ferrous and Non-Ferrous Bolts, Nuts, Screws and Rivets—Docket No. 3147-19.

On October 7, 1942, The Champion Rivet Company, Cleveland, Ohio, filed a petition for exception pursuant to § 1368.7 (a) of Maximum Price Regulation No. 147. Due consideration has been given to the petition and an opinion in support of this Order No. 16 has been issued simultaneously herewith and has been filed with the Division of the Federal Register. For the reasons set forth in the opinion, under the authority vested in the Price Administrator by the Emergency Price Control Act of 1942 and by § 1368.7 (a) of Maximum Price Regulation No. 147 and in accordance with Revised Procedural Regulation No. 1, issued by the Office of Price Administration, *It is hereby ordered:*

(a) The Champion Rivet Company in ascertaining the maximum price which it may charge for rivets to be shipped from Cleveland, Ohio, and East Chicago, Indiana, to points outside its usual market area in filling orders accepted by

reason of unusual circumstances arising from the emergency demands of the war may calculate its delivery charges under Appendix C (§ 1368.14) of Maximum Price Regulation No. 147 from the applicable emergency basing point.

(b) The permission herein granted to The Champion Rivet Company is subject to the condition that a monthly report be filed with the Office of Price Administration stating (1) the amount of each shipment which has been made on an emergency basing point basis, (2) the points of shipment and delivery, and the governing and emergency basing points for such shipment, (3) the amount of freight that it would otherwise have been forced to absorb on such shipment, (4) the name and address of the purchaser, and (5) the unusual circumstances arising from the emergency demands of the war in connection with such shipment.

(c) All prayers of the petition not granted herein are hereby denied.

(d) This Order No. 16 may be revoked or amended by the Price Administrator at any time.

(e) The definitions set forth in § 1368.8 of Maximum Price Regulation No. 147 shall apply to the terms used herein.

(f) This Order No. 16 shall become effective December 8, 1942.

(Pub. Laws 421 and 729, 77th Cong.; E.O. 9250, 7 F.R. 7871)

Issued this 7th day of December 1942.

LEON HENDERSON,
Administrator.

[F. R. Doc. 42-12976; Filed, December 7, 1942;
3:08 p. m.]

WAR MANPOWER COMMISSION.

[Directive No. XV]

OCCUPATIONAL DEFERMENT OF GOVERNMENT EMPLOYEES

RESCISSION OF DIRECTIVE

To all departments and agencies of the executive branch of the Federal Government rescinding War Manpower Commission Directive No. XI.¹

By virtue of the authority vested in me as Chairman of the War Manpower Commission by Executive Order No. 9139,² establishing the War Manpower Commission, and having found, after consultation with the members of the War Manpower Commission, that the measure herein set forth will promote the effective mobilization and maximum utilization of the Nation's manpower, it is hereby directed that effective November 17, 1942, Directive No. XI to all departments and agencies of the executive branch of the Federal Government, concerning requests for the occupational deferment of their officers and employees, is rescinded.

PAUL V. McNUTT,
Chairman.

DECEMBER 2, 1942.

[F. R. Doc. 42-12960; Filed, December 7, 1942;
12:49 p. m.]

¹ 7 F.R. 7649.
² 7 F.R. 2919.