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Regulations

TITLE 7—AGRICULTURE

Chapter XI—War Food Administration

[FDO 49-1]

PART 1405—FRUITS AND VEGETABLES

RESTRICTIONS RELATIVE TO IRISH POTATOES

Pursuant to the authority vested in me by Food Distribution Order No. 49, dated April 13, 1943, as amended, effective pursuant to Executive Order No. 9280, dated December 5, 1942, and Executive Order No. 9322, dated March 26, 1943, as amended by Executive Order No. 9334, dated April 19, 1943, and in order to effectuate the purposes of such orders, *It is hereby ordered*, As follows:

§ 1405.6 *Extension of territorial scope.*

(a) The territorial scope of Food Distribution Order No. 49, as amended, is hereby extended to include the counties of Baldwin, Mobile, and Escambia in the State of Alabama and the counties of Escambia and Santa Rosa in the State of Florida.

(b) The provisions and requirements of Food Distribution Order No. 49, as amended, which have heretofore been applicable to the State of Maine only, shall, from the effective date of this order, be applicable to the State of Maine, to the counties of Baldwin, Mobile, and Escambia in the State of Alabama, and the counties of Escambia and Santa Rosa in the State of Florida.

(c) This order shall become effective at 12:01 a. m., e. w. t., May 21, 1943.

(E.O. 9280, 7 F.R. 10179; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; F.D.O. 49, 8 F.R. 4859, 5700)

Issued this 18th day of May 1943.

[SEAL] ROY F. HENDRICKSON,
Director of Food Distribution.

[F. R. Doc. 43-7886; Filed, May 18, 1943; 4:43 p. m.]

[FDO 22-4]

**PART 1425—CANNED AND PROCESSED FOODS
CANNED VEGETABLES, CANNED FRUIT, AND
CANNED VEGETABLE AND FRUIT JUICES**

Pursuant to the authority vested in me by Food Distribution Order No. 22 (8 F.R. 2243), issued by the Secretary of Agriculture of the United States on February 19, 1943, as amended, effective in accordance with the provisions of Executive Order No. 9280, dated December 5, 1942, and Executive Order No. 9322, dated March 26, 1943, as amended by Executive Order No. 9334, dated April 19, 1943, and in order to effectuate the purposes of the aforesaid orders: *It is hereby ordered*, As follows:

§ 1425.6 *Quota restrictions and allocations—(a) Definitions.* When used in this order, unless otherwise distinctly expressed or manifestly incompatible with the intent thereof:

(1) The term "quota period" means the calendar year of 1943; *Provided*, That in the case of grapefruit, grapefruit juice, orange juice, and orange juice and grapefruit juice blended, the quota period is August 1, 1942, to July 31, 1943, both dates inclusive, in Florida, Texas, and Arizona, and it is the period from December 1, 1942, to November 30, 1943, both dates inclusive, in California.

(2) The term "base period" means a corresponding twelve-month period one year prior to the quota period.

(3) Each term defined in Food Distribution Order No. 22, as amended, shall, when used herein, have the same meaning as set forth in said Food Distribution Order No. 22, as amended.

(b) *Quota restrictions.* Each canner of canned vegetables, canned fruit, or canned fruit or vegetable juices shall set aside, and thereafter hold for delivery to Government agencies, a quota of canned vegetables, canned fruits, and canned fruit or vegetable juices, respectively, packed by such canner at any time during the quota period. The quota to be set aside from each canner's pack of any product listed in Column A of Table 1, attached hereto and by this reference

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made a part hereof, packed during the quota period for the respective product, shall be computed by applying the percentage in Column D of said Table 1 against the respective canner's total pack during the base period, including his pack in metal and glass containers, respectively. If the type, style, variety, or grade

of any such canned vegetables, canned fruit, or canned vegetable or fruit juices are described in the aforesaid Table 1, such quota shall be in the type, style, variety, and grade so described; but other types, styles, varieties, or grades shall be substituted to the extent that those specified in said Table 1 are not packed. In the event a canner is preparing to pack, during the quota period, any canned vegetables, canned fruits, or canned vegetable or fruit juices, listed in said Table 1, which he did not pack during the base period, and for which unlimited tinplate is available under § 1068.1 of Conservation Order M-81 (7 F.R. 10321), as amended, issued by the War Production Board, such canner shall so inform the Director by letter, stating the anticipated quantities to be packed; and such canner shall set aside, and thereafter hold for delivery to Government agencies, a quota determined by applying the percentage set forth in Column D of said Table 1 against the canner's total pack of said canned vegetables, canned fruits, and canned vegetable or fruit juices, respectively, during the quota period.

(c) *Applicability of order.* Canned vegetables, canned fruits, and canned vegetable or fruit juices not listed in said Table 1 are not required to be set aside pursuant to the provisions hereof. Except with respect to canned pineapples or canned pineapple juice packed in the Territory of Hawaii, this order does not apply to canned vegetables, canned fruits, or canned vegetable or fruit juices packed in a territory or possession of the United States.

(d) *When whole pack not set aside for Government.* In the event a canner packs canned vegetables, canned fruits, or canned vegetable or fruit juices for nongovernmental requirements as well as for governmental requirements, to the extent that the respective canner's production of the first preference grade of such canned vegetables, canned fruits, and canned vegetable or fruit juices, respectively, specified in Column F of said Table 1, is sufficient, at least two-thirds of the quota for Government agencies shall be set aside from such grade; and to the extent that the quantity so set aside does not fill his quota for Government agencies, the canner shall set aside sufficient of his production of the second preference grade, if any, specified in Column H of said Table 1, to complete his quota for Government agencies; and to the extent that the quantity so set aside out of the first and second preference grades, as aforesaid, do not fill his quota for Government agencies, the respective canner shall set aside sufficient of his production of the third preference grade, if any, specified in Column H of said Table 1, to complete his quota for Government agencies. In the event a canner packs the same product in tinplate and glass, the canner's quota shall, insofar as the previously stated grade requirements permit, be set aside from the quantity packed in tinplate; and only in the event the quantity packed in tinplate is insufficient to comply with the quota requirements, in accordance with the previous grade requirements, a quantity packed in glass

shall be set aside to enable the respective canner to comply with his quota requirements. To the extent possible and insofar as compliance with the previous grade requirements permits, at least two-thirds of the quota for Government agencies shall be set aside in the largest can size specified in Column I of Table 1, and the remainder, if any, of the quota shall be in the largest can sizes available, according to the order of preference specified in said Column I of Table 1, except that the quantities represented by the contingency reserve percentage shown in Column C in said Table 1 may, at the option of the canner, be packed in any can size permitted under the aforesaid Conservation Order M-81, as amended.

(e) *Reports.* The reports required by § 1425.1 (c) of Food Distribution Order No. 22, as amended, shall be submitted on Form PD-343, revised. The reports shall be submitted to the Director within 15 days after the completion of the pack. (This reporting requirement has been approved by the Bureau of the Budget

in accordance with the Federal Reports Act of 1942.)

(f) *Purchase, inspection, and specifications.* The Army of the United States is hereby allocated the quotas prescribed herein for Government agencies, and the Army may purchase said quotas for its own account or the account of other Government agencies whenever it has agreed with such agencies to do so. The Army of the United States and the Food Distribution Administration, respectively, are authorized to inspect and grade such canned foods pursuant to § 1425.1 (d) of Food Distribution Order No. 22, as amended. The Army of the United States is authorized to issue specifications at any time with regard to the processing, packing, containers, container treatment, can marking, labeling, boxing, and strapping of such canned foods pursuant to § 1425.1 (b) (5) of Food Distribution Order No. 22, as amended.

(g) *Previous orders by Director superseded.* This order supersedes in all respects Director Food Distribution Order

No. 22.1 (8 F.R. 2246), Director Food Distribution Order No. 22.2 (8 F.R. 2245), and Director Food Distribution Order No. 22.3 (8 F.R. 2249), previously issued by the Director of Food Distribution pursuant to Food Distribution Order No. 22, except that as to violations of any of said orders previously issued or rights accrued, liabilities incurred, or appeals taken, under any of said orders, prior to the effective date hereof, the said previous orders, respectively, shall be deemed in full force and effect for the purpose of sustaining any proper suit, action, or other proceeding with respect to any such violation, right or liability.

(h) *Effective date.* This order shall be effective as of 12:01 a. m., e. w. t., May 20, 1943.

(E.O. 9280, 7 F.R. 10179; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; F.D.O. No. 22, 8 F.R. 2243)

Issued this 18th day of May 1943.

[SEAL] ROY F. HENDRICKSON,
Director of Food Distribution.

TABLE 1.—CANNED FRUIT, VEGETABLE, AND FRUIT AND VEGETABLE JUICES

A Product	B Percentage of base pack			D Total (Cols. B & C)	E Type, style variety (sequence does not denote preference)	G Grade preference			I Can size (sequence denotes preference)
	Specific reserve	Contingency reserve				F First	Second	H Third	
Apples	52	8		60	Heavy pack	Standard	Fancy		10-2
Applesauce	16	2		18		Fancy	Standard		10-2
Apricots	50	7		57	Halved, unpacked	Choice	Standard (Fancy not desired)	Pic or water pack	10-2 1/2
Berries ¹	29	4		33		Water pack	(9)		10-2
Blueberries	42	5		47		Water pack	(9)		10-2
Cherries, RSP	34	5		39	Water pack	Standard			10-2
Figs	75	11		86	Kandots	Choice	Fancy		10-2 1/2
Fruit Cocktail	51	7		58		Choice	Fancy		10-2 1/2
Grapefruit	19			19	Segments	Fancy	Fancy	Broken	2
Grapefruit juice	53			53	Sweetened, or unsweetened	Fancy	Standard		10-3 cyl-2
Orange juice (Florida)	45			45	Sweetened, or unsweetened	Fancy	Standard		10-3 cyl-2
Orange juice (States other than Florida)	21			21	Sweetened, or unsweetened	Fancy	Standard		10-3 cyl-2
Orange and grapefruit juice blended	100			100	Sweetened, unsweetened (65% orange) (35% grapefruit)	Fancy	Standard		10-3 cyl-2
Peaches	41	6		47	Yellow clingstone halved or sliced	Choice	Top Std. ³		10-2 1/2
					Freestone (except Calif.) yellow halved or sliced	Choice	Fancy		10-2 1/2
Pears	53	7		60	Bartlett, halved	Choice	Top Std. ³	Fancy	10-2 1/2
Pineapple	44	6		50	Sliced, crushed, chunks, tidbits (except cocktail tidbits)	Fancy	Choice		10-2 1/2
Pineapple juice	22	3		25		Fancy			10-3 cyl-2
Asparagus	32	6		38	All green or culturally bleached	Fancy cut	Fancy cut		10-2
Beans, lima	37	7		44	Fresh	Extra standard	Fancy	Standard	10-2
Beans, snap	21	4		25	Green, wax-cut	Extra standard	Top standard ⁴	Fancy	10-2 1/2
Beets	33	6		39	Cut, quartered, sliced, sliced	Fancy	Top standard ⁴		10-2 1/2
Carrots	49	9		58	Diced	Fancy	Top standard ⁴		10-2 1/2
Corn, sweet ⁵	23	5		28	White yellow-cream style, whole kernel	Fancy	Extra standard	Top standard ⁴	10-2
Peas	20	3		23	Alaska-3, 4, stove; sweet-3 stove and larger, ungraded	Extra standard	Top standard ⁴	Fancy	10-2
Pumpkin or squash	20	4		24		Fancy	Top standard ⁴		2 1/2
Spinach	35	6		41		Fancy	Top standard ⁴		10-2 1/2
Tomatoes	24	4		28		Extra standard	Top standard ⁴	Fancy	10-2 1/2
Tomato catsup	47	9		56		Fancy 25-35% cal. lid	Fancy 25-35% cal. lid or over	Fancy 25-35% cal. lid	10-3 cyl. 2 1/2; 14 oz. glasses or larger
Tomato juice	36	7		43		Fancy			10-3 cyl-2
Tomato puree	25	4		29	Heavy (minimum specific gravity—1.045)	Fancy			10
Tomato paste	26	4		30		Fancy			10-2 1/2

¹Blackberries, boysenberries, loganberries, youngberries only. Percentage applies to combined pack of these four varieties.

²Syrup pack not desired.

³Top standard means 70-74 inclusive as defined in terms of U. S. grades.

⁴Top standard means 80-84 inclusive as defined in terms of U. S. grades.

⁵Full inside enamel cans required. Number 10 cans to be used for whole kernel only.

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

PART 81—PROCUREMENT OF MILITARY SUPPLIES AND ANIMALS

MISCELLANEOUS AMENDMENTS

The following amendments and additions to the regulations contained in Part 81 are hereby prescribed. These regulations are also contained in War Department procurement regulations dated September 5, 1942 (7 F.R. 8082), as amended by Change No. 16, May 6, 1943.¹ In section numbers the figures to the right of the decimal point correspond with the respective paragraph numbers in the procurement regulations.

GENERAL INSTRUCTIONS

Miscellaneous Prohibitions

Section 81.111 (c) (2) is amended as follows:

§ 81.111 *Conflicts between outside interests of officers or civilian employees and their official duties.* * * *

(c) *Regulations supplementary to basic statute.* * * *

(2) No officer or civilian employee of the War Department shall be in direct charge of the negotiation of, or exercise authority for the final approval of, any contract with any corporation, joint-stock company, association or firm, if at any time during the period subsequent to December 7, 1936 such officer or civilian employee was employed by or engaged in a course of substantial non-Governmental business dealings with such corporation, joint-stock company, association or firm.

The Under Secretary of War is authorized to make exceptions to the regulation contained above. In cases where the chief of a supply service feels that the application of the regulations contained in such subparagraph is impracticable, he should forward to the Director, Purchases Division, Headquarters, Army Service Forces, a request for an exemption. Such request should be accompanied by a full statement of the circumstances which are believed to make such exemption necessary. No exemption may be made from the provisions of the statute referred to in paragraph (a) of this section or from subparagraph (1) of this paragraph.

GENERAL PURCHASE POLICIES

In § 81.204 (d) the cross references in subparagraphs (1) and (2) are amended as follows:

§ 81.204 *Contracting authority.* * * *

(d) *Restrictions on powers.* (1) Title II of Executive Order No. 9001 prescribes the following regulations for the exercise of the authority thereby conferred.

3. No claim against the United States arising under any purchase or contract made under the authority of the Act shall be as-

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

signed except in accordance with the Assignment of Claims Act, 1940 (Public No. 811, 76th Congress, approved October 9, 1940).

(See § 81.390.)

(2) Every contract entered into pursuant to the Act and Executive Order must contain the warranty by the contractor against payment of commissions and contingent fees set out in § 81.323 (see § 81.1181).

Contract Purchase Policies

Section 81.235 is amended as follows:

§ 81.235 *Financing provisions.* Lack of working capital or difficulties of financing would discourage contractors from undertaking fixed price contracts and necessitate the use of cost-plus-a-fixed-fee contracts. To overcome this, the War Department has arranged various methods of assisting contractors and subcontractors in financing war business. Three of these are (a) partial payments, (b) advance payments, and (c) guaranteed loans. The principles and purposes governing the use of these financing methods are discussed in §§ 81.319-81.321, 81.330 and 81.331. Other arrangements have been provided to assist with the financing and construction of plant facilities expansion. These are discussed in §§ 81.1001-81.1019. Finally the right to assign government contracts as security for financing is dealt with in § 81.390.

Negotiation of Contracts

Paragraph (b) is added to § 81.248 as follows:

§ 81.248 *Purchasing by prime contractors.* * * *

(b) *Adjustment of prices of subcontracts and purchase orders under fixed-fee contracts.* (1) Under the usual cost-plus-a-fixed-fee contract the contractor is obligated to procure materials and services at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials. Under some circumstances an adjustment of the price or terms of an outstanding subcontract or purchase order may be necessary or desirable in order to continue or increase satisfactory production of essential supplies, or to insure their timely delivery, or to maintain fair and equitable relations with suppliers in accordance with sound business practice, or may be otherwise advantageous to the Government. In similar cases many commercial concerns follow the policy of appropriately adjusting the price or other terms of their supplier. If cost-plus-a-fixed-fee contractors are permitted to make such adjustments in appropriate cases, it is believed that, in view of current conditions and accepted business practices, they will be able to buy from their suppliers at closer prices in the first instance, and the maximum use of available facilities through subcontracting will be maintained. This will benefit the Government by savings in total costs under such contracts and will facilitate the prosecution of the war.

(2) Accordingly, in order expressly to authorize such adjustments the chief of a supply service may include in any cost-plus-a-fixed-fee contract substantially the following provision:

With the approval of the Contracting Officer, the Contractor may modify a subcontract or purchase order under this contract to increase the price or extend more favorable terms to the subcontractor.

The chief of a supply service may amend any existing cost-plus-a-fixed-fee contract to include this provision whenever in his opinion such action will be advantageous to the Government and will facilitate the prosecution of the war.

(3) Pursuant to a provision in the form set forth in subparagraph (2) above, the Contracting Officer may approve an increase in price or other adjustment in the terms of a subcontract or purchase order whenever he deems such action to be consistent with the policy stated in subparagraph (1) above. Upon such adjustment in price or terms the Contractor shall be reimbursed on the basis of the adjusted price or terms. Whenever the adjustment is substantial, it is recommended that the contracting officer prepare a brief record of the circumstances involved for use in case the action is later questioned.

Purchase Action Reports

The preamble to the report form in § 81.293, subparagraphs (5) and (6) of paragraph (a) of that section, and subparagraph (1) of paragraph (c) of that section are amended as follows:

§ 81.293 *Reports of purchase actions exceeding \$10,000.* A report of every original purchase action which exceeds \$10,000 (actual or estimated) in amount will be made on an 8" x 10½" sheet and forwarded through the offices of the chiefs of the various services in accordance with the time schedule (the fifth calendar day following the purchase action) and procedure stated in § 81.291 (e). This report will be made with respect to orders placed against indefinite quantity contracts executed by another supply service but will not be made with respect to orders placed against contracts executed by other Departments of the Government such as the contracts executed by the Procurement Division, Treasury Department.

(a) *Explanation of report form for purchase actions exceeding \$10,000.* * * *

(5) Name and location of establishment or plant or location where work will be performed. If more than one, list each one. If this is same as contractor, so indicate. Show the street address as well as the city when such is shown on the face of the contract.

(6) Under the headings "Station", "Supply Service" and "Number" indicate the contract (purchase action) number in accordance with the system specified in § 81.309 (b) or § 81.318b (e) of these procurement regulations. When purchase orders are required to be reported (see § 81.291 (f)), the number thereof will be shown under this item of the form. The date shown will be the

date shown on the original agreement as established by the transmission of the document from the contracting officer to the contractor. It will be the date of the award of the agreement and not necessarily the date of the acceptance. If a purchase order is the original purchase action (see § 81.291 (f)), use the Symbol P. C. and its serial number rather than the contract number. If the purchase order was issued by a service command, the service command symbol indication will be shown following the serial number in parenthesis.

(c) *Cancellation and supplemental reports.* (1) A purchase action report form will be used to report cancellation and supplemental actions as stated below. This form will be identical with the form shown in § 81.293, except that the words "Net Change" will be substituted for "Total Cost", and will be prepared on blue stock. Such report will be submitted for each change within the time schedule (5 calendar days after the action) and in accordance with the procedure stated in § 81.291 (e). For such supplemental agreements the date shown as the award date will be that on which the supplement or cancellation was let and not the award date of the original action. This report will contain the same serial number as the original purchase action report followed by a letter of the alphabet in parenthesis; the first such change using the letter (a); the second (b); etc.

Section 81.294 (a) is amended as follows:

§ 81.294 *Monthly summary of purchase actions.*

(a) *Explanation of monthly summary of purchase actions.*

(5a) Include all original negotiated awards in excess of \$10,000 let during the month shown in item (3). Include the cumulative value of awards that originally were let for \$10,000 or less, but which by supplements or changes let this month are now in excess of \$10,000.

(5b) Include all purchase actions previously reported whose value (not quantity) was cancelled in their entirety during the month shown in item (3) as well as the full previously reported value (including all previous changes) of purchase actions that have been reported as being in excess of \$10,000 and which by this change during the month shown in item (3) decreases the net value to \$10,000 or less.

CONTRACTS

Authority to Make Awards, Contracts, and Modifications Thereof; Required Approvals

Paragraph (d) of § 81.306 is amended by adding a sentence at the end as follows:

§ 81.306 *Making and approval of contracts, supplemental agreements and change orders.*

(d) *Contracts, supplemental agreements and change orders requiring approval of Purchases Division.* Upon receipt of requests for the approval

of deviations from the contract clauses set forth in paragraphs (a) to (f), inclusive, of § 81.365, the Chief, Legal Branch, Purchases Division, will attend to all necessary clearances with the Insurance Branch, Fiscal Division, Headquarters, Army Service Forces.

Formalities in Connection with Execution of Contracts and Modifications Thereof

In § 81.311 paragraphs (e) and (f) are redesignated paragraphs (f) and (g) and a new paragraph (e) is added as follows:

§ 81.311 *Execution of contracts.*

(e) *Contracts with joint-venturers.* Contracts are sometimes entered into with joint-venturers, consisting of a corporation and a partnership, or a partnership and an individual, etc. In such cases the contract will be signed by each participant in the joint-venture in the manner indicated for each type of participant in paragraphs (a) to (d) inclusive, of this section.

(f) *Contracting officer's signature.*

(g) *Approval articles.*

Mandatory and Optional Contract Provisions

The last paragraph of § 81.329a is amended as follows:

§ 81.329a *"Changes" article for supply contracts.* When the article set forth in § 81.1301 (b) is used, the fourth sentence of the article set out above may be used, at the discretion of the Contracting Officer, in lieu of the fourth sentence of the article set forth in § 81.1301 (b).

Section 81.333 is rescinded. The regulations contained in this section are now contained in § 81.365 (a).

§ 81.333 *Liability for Government-owned property.* [Rescinded]

Section 81.346a is amended as follows:

§ 81.346a *Overtime rates and shifts.* Every cost-plus-a-fixed-fee construction contract will contain a clause substantially as follows:

Section 81.359 is rescinded as follows:

§ 81.359 *Telephone messages.* [Rescinded]

Section 81.365 is added as follows:

§ 81.365 *Contract clauses in connection with bonds and insurance.* (a) All cost-plus-a-fixed-fee and appropriate lump sum contracts (see § 81.451), which involve the use of Government-owned property in the performance thereof, will contain the following clause without deviation:

Liability for government-owned property. Except as to the property, the liability for which is fixed by any other instrument or agreement or by some other provision of this

¹When these regulations were originally prepared, it was contemplated that there would be included a complete revision of Procurement Regulation No. 4 (sections numbered between 81.400 and 81.500). However, it was necessary to delay publication of Procurement Regulation No. 4 and this cross reference will be inaccurate until Procurement Regulation No. 4 is published.

contract, the Contractor shall not be liable for loss or destruction of or damage to property of the Government in the possession or control of the Contractor in connection with this contract unless such loss, damage or destruction results from wilful misconduct or failure to exercise good faith on the part of the Contractor's corporate officers or other representatives having supervision or direction of the operation of the whole of the contractor's business or of the whole of any plant operated by the Contractor in the performance of this contract.

(b) Every cost-plus-a-fixed-fee contract will contain the following clause without deviation:

Allowable items of cost shall include the Contractor's actual expenses incurred under his contract for:

a. Such bonds and insurance policies as have been approved or required by the Contracting Officer.

b. The cost of losses or expenses not compensated by insurance or otherwise (including settlements made with the written consent of the Contracting Officer) actually sustained by the Contractor in connection with the work and found and certified by the Contracting Officer to be just and reasonable, unless reimbursement therefor is expressly prohibited; provided that such reimbursement shall not include any amount for which the Contractor would have been indemnified or compensated by insurance except for failure of the Contractor to procure or maintain bonds or insurance in accordance with the requirements of the Contracting Officer.

c. The cost of reconstructing and replacing any of the work or property destroyed or damaged and not covered by insurance, but expenditures under this item must have the written authorization of the Contracting Officer in advance.

d. The cost, including incidental expenses and premiums (if any), of providing such death, injury, internment, and other benefits to the Contractor's employees engaged in performing services under this contract as the Contracting Officer may approve or require.

(c) Every cost-plus-a-fixed-fee contract will contain the following clause without deviation:

Insurance. a. The Contractor shall procure and thereafter maintain such bonds and insurance in such forms and in such amounts and for such periods of time as the Contracting Officer may require in writing and shall be reimbursed for the cost thereof as provided in Article _____ hereof;

b. In every instance where this contract requires the United States to pay the premium on a bond or insurance policy, the bond or insurance policy shall contain an endorsement or other recital excluding by appropriate language any claim on the part of the insurer or obligor to be subrogated, on payment of a loss or otherwise, to any claim against the United States;

c. The Contractor shall give the Contracting Officer or his representative immediate notice in writing of any suit or action filed against the Contractor arising out of the performance of this contract and of any claim against the Contractor the cost and expense of which are reimbursable under the provisions of Article _____ hereof, and the risk of which is then uninsured or in which the amount claimed exceeds the amount of insurance coverage. The Contractor shall furnish immediately to the Contracting Officer copies of all pertinent papers received by the Contractor. Insofar as the following shall not conflict with any policy or contract of insurance and upon request of the Contracting Officer the Contractor shall do any and all things to effect an assignment and subrogation in favor of the Government of

all Contractor's rights and claims except against the Government, arising from or growing out of such asserted claims, and, if required by the Contracting Officer, shall authorize representatives of the Government to settle and/or defend any such claim and to represent or take charge of any such litigation affecting the Contractor.

(d) Every cost-plus-a-fixed-fee contract, the terms of which do not require the incorporation by reference in cost-plus-a-fixed-fee subcontracts, of the terms and conditions of the prime contract in regard to insurance and liability, will contain the following clause without deviation:

Additional provisions. (1) The Contractor will include in each cost-plus-a-fixed-fee subcontract made under this contract provisions as follows:

(a) The title to all work under this subcontract, completed or in the course of manufacture or assembly in the Subcontractor's plant, shall be in the Government. Upon delivery thereof to the Subcontractor at any point within the continental limits of the United States or any place approved by the Contractor, title to all purchased materials, parts, assemblies, subassemblies, tools, machinery, equipment and supplies, for which the Subcontractor shall be entitled to be reimbursed hereunder, shall vest in the Government.

(b) There shall be included as an allowable item of cost hereunder any amount paid by the Subcontractor to settle any claim of the Government for loss or destruction of or damage to property of the Government in the possession or control of the Subcontractor in connection with this subcontract, unless such loss, damage, or destruction results from willful misconduct or failure to exercise good faith on the part of Subcontractor's corporate officers or other representatives having supervision or direction of the operation of the whole of the Subcontractor's business or of the whole of any plant operated by the Subcontractor in the performance of this subcontract.

(c) The Subcontractor shall not be reimbursed for the cost of any insurance on any property of the Government.

(d) As used herein the term "Government" shall be deemed to mean the United States of America.

(2) The Contractor will, if so requested by the Contracting Officer, include in any particular cost-plus-a-fixed-fee subcontract, a provision as follows:

The Subcontractor shall procure and thereafter maintain the following insurance:----- (here shall be inserted the types, amounts and limits of insurance, as specified in writing by the Contracting Officer). The cost of such insurance and losses or expenses (including settlements made with the written consent of the Contracting Officer who executed the principal contract or his duly authorized successor or representative) not compensated by insurance or otherwise and found and certified by the Contractor and said Contracting Officer or his duly authorized successor or representative to be just and reasonable, actually sustained by the Subcontractor in the defense and/or discharge of such claims of others on account of death or bodily injury of persons or loss or destruction of or damage to property as may arise out of or in connection with the performance of the work under this subcontract shall be allowable items of cost hereunder; *Provided*, That such reimbursement shall not include any amount for which the Subcontractor would have been indemnified or compensated except for the failure of the Subcontractor to procure or maintain insurance in accordance with the requirements of this subcontract. The Subcontractor shall give the Contractor immediate notice in writing of any suit or ac-

tion filed against the Subcontractor, arising out of the performance of this subcontract and of any claims against the Subcontractor, the cost and expense of which is reimbursable under the provisions of this subcontract pertinent to allowable items of cost, and the risk of which is then uninsured or in which the amount claimed exceeds the amount of insurance coverage. The Subcontractor shall furnish immediately to the Contractor copies of all pertinent papers received by the Subcontractor. Insofar as the following shall not conflict with any policy or contract of insurance, and upon request of the Contractor, the Subcontractor shall do any and all things to effect an assignment and subrogation in favor of the Contractor or its nominee of all Subcontractor's rights and claims, except rights and claims of the Subcontractor against the Contractor or such nominee, arising from or growing out of such asserted claim, and, if required by the Contractor, shall authorize representatives of the Contractor or of its nominee to settle and/or defend any such claim and to represent the Subcontractor in or take charge of any such litigation. Every policy for the insurance referred to in this paragraph shall contain an endorsement or other recital excluding by appropriate language any claim on the part of the insurer or obligor to be subrogated on payment of a loss or otherwise to any claim against the Contractor or the Government.

(e) There will be included without deviation in Architect-Engineer-Construction-Management Service contracts and related contracts (excluding supply contracts) the clauses set forth in paragraphs (f) to (i), inclusive, of this section.

(f) In the Architect-Engineer-Construction-Management Service-contract the following clause:

The A-E-M hereby agrees that he will procure and maintain bonds and insurance in such forms and in such amounts and for such periods of time as the Contracting Officer may require or approve. Insurance shall cover all work required by this contract, regardless of whether it is performed by the A-E-M's own forces, Subcontractors, or under direct contracts with the Government, as is contemplated in Article _____ (General Statement of Work and Services) of this contract.

(g) In cost-plus-a-fixed-fee subcontracts the following clauses:

All necessary insurance protection required under the terms of this contract will be provided by the policies maintained by the Architect-Engineer-Manager Contractor.

(h) In lump-sum subcontracts, the following clause:

(1) The Architect-Engineer-Manager Contractor will, at no cost to the Subcontractor, maintain policies providing the following insurance protection for the Subcontractor, which insurance shall apply only to operations of the Subcontractor under this subcontract and employees of the Subcontractor engaged therein and shall not apply to any other operations or employees of the Subcontractor:

(a) *Workmen's compensation.* (i) In jurisdictions where there are Workmen's Compensation Laws, either mandatory or elective, statutory coverage; and in jurisdictions where the Workmen's Compensation Law does not cover all occupational diseases, occupational disease coverage by endorsement for limits of \$50,000 per person in any one case and, subject to that limit for each person, an aggregate limit of \$100,000 for each year of the policy period;

(ii) In those states where there is a "per accident" limitation of coverage under para-

graph 1 (b) of the policy, an endorsement will be added to provide \$100,000 limit for each accident;

(iii) In those states where there is a "per person" limitation of coverage under paragraph 1 (b) of the policy, an endorsement will be added to provide \$50,000 limit for each person;

(iv) In jurisdictions where there are no Workmen's Compensation Laws, Employers' Liability Insurance, including occupational disease coverage, for limits of \$50,000 per person in any claim and, subject to that limit for each person, \$100,000 for two or more persons in any one accident and \$100,000 aggregate limit for each year of the policy period for occupational disease claims.

(b) *General Liability.* Insurance with limits of \$50/100,000 for bodily injury liability on the comprehensive policy form; the policy will be endorsed to include coverage for aircraft and watercraft operations by elimination of any such exclusions therein.

(c) *Automobile public liability and property damage.* Insurance with limits of \$50/100,000 for bodily injury liability and \$5,000 for property damage liability on the comprehensive policy form covering all owned, non-owned and hired automobiles which will be used in connection with the work to be done under the contract, and which are not for use exclusively on the premises at which the work under such contract is performed.

(2) The Subcontractor may purchase at his own expense such additional or other insurance protection as he may deem necessary. The Contracting Officer or his authorized representative may restrict access to the site of the work to such personnel of any insurance carrier providing additional or other insurance coverage referred to in this paragraph for the proper servicing of such insurance as he may deem necessary.

(i) In prime lump sum or unit price contracts the following clause;

(1) The Architect-Engineer-Manager Contractor will, at no cost to the Contractor, maintain policies providing the following insurance protection for the Contractor and his Subcontractors (excluding supply subcontracts) which insurance shall apply only to operations of the Contractor and such Subcontractors under this contract and employees of the Contractor and such Subcontractors engaged therein and shall not apply to any other operations or employees of the Contractor and such Subcontractors:

(a) *Workmen's compensation.* (i) In jurisdictions where there are Workmen's Compensation Laws, either mandatory or elective, statutory coverage; and in jurisdictions where the Workmen's Compensation Law does not cover all occupational diseases, occupational disease coverage by endorsement for limits of \$50,000 per person in any one case, and subject to that limit for each person, an aggregate limit of \$100,000 for each year of the policy period;

(ii) In those states where there is a "per accident" limitation of coverage under paragraph 1 (b) of the policy, an endorsement will be added to provide \$100,000 limit for each accident;

(iii) In those states where there is a "per person" limitation of coverage under paragraph 1 (b) of the policy, an endorsement will be added to provide \$50,000 limit for each person;

(iv) In jurisdictions where there are no Workmen's Compensation Laws; Employers' Liability Insurance including occupational disease coverage, for limits of \$50,000 per person in any claim and, subject to that limit for each person, \$100,000 for two or more persons in any one accident and \$100,000 aggregate limit for each year of the policy period for occupational disease claims.

(b) *General liability.* Insurance with limits of \$50/100,000 for bodily injury liability on the comprehensive policy form; the policy

will be endorsed to include coverage for aircraft and watercraft operations by elimination of any such exclusions therein.

(c) *Automobile liability and property damage.* Insurance with limits of \$50/100,000 for bodily injury liability and \$5,000 for property damage liability on the comprehensive policy form covering all owned, non-owned and hired automobiles which will be used, in connection with the work to be done under the contract, and which are not for use exclusively on the premises at which the work under such contract is performed.

(2) The Contractor or his Subcontractors may purchase at their own expense such additional or other insurance protection as they may deem necessary. The Contracting Officer or his authorized representative may restrict access to the site of the work to such personnel of any insurance carrier providing additional or other insurance coverage referred to in this paragraph for the proper servicing of such insurance, as he may deem necessary.

FOREIGN PURCHASES

Section 81.503 (b) and (c) (2) are amended as follows:

§ 81.503 *Applicability of act.* * * *

(b) The articles of food or clothing exempted from the restrictions are as follows:

(1) All articles of food or clothing which have been mined, produced or manufactured, as the case may be, in the Dominion of Canada.

(2) The following items without regard to country of origin:

Bananas	Brazil nuts
Canned corned beef	Chocolate
Citron	Cocoa
Coffee	Fish oils
Green olives	Molasses
Orange and lemon peel	Spices
Sugar	Tapioca
Tea	Vanilla

(3) The following items from countries specified:

- Fish:**
 Canned—Mexico.
 Fillet—Bahama Islands.
 Fresh—Mexico and Iceland.
 Frozen—Iceland.
Fresh fruits: Cuba, Mexico, and Puerto Rico.
Fresh vegetables: Cuba, Mexico, and Puerto Rico.

(4) Articles of food or clothing for use outside of the United States and any place subject to the jurisdiction of the United States.

(5) Articles of food or clothing purchased in any of the Atlantic bases located on land leased to the United States pursuant to the London agreement, dated March 27, 1941.

(6) Fresh fruits and vegetables for the Armed Forces of the United States now stationed in the Panama Canal Zone.

(7) The following exemptions may also be relevant in view of the possible use of the items so exempted in manufacturing items of clothing:

Asbestos	Cork
Cotton linters	Cotton, long staple
Flax	Flaxseed
Hemp	Jute, unmanufactured
Kapok	Leather
Manila fiber	Mohair
Rayon	Rubber
Silk	Sisal
Tanning materials	Hides (and skins)
Hog bristles	Jute burlaps
Wool	

(c) *Acts cognate to the Buy American Act.* * * *

(2) By determination of the Under Secretary of War, dated February 3, 1943, the restrictions of the Act referred to in subparagraph (1) above were suspended as to all articles, materials or supplies constituting, using or containing such articles of food or clothing as were theretofore exempted from the operation of the Buy American Act. All articles of food or clothing exempted from the Buy American Act subsequent to February 3, 1943, have also been exempted from the Act referred to in subparagraph (1) above. Accordingly, the articles of food or clothing enumerated in subparagraphs (1) to (7) of paragraph (b) of this section are exempt from the restrictions of the Act referred to in subparagraph (1) above.

Section 81.509 (h) is amended as follows:

§ 81.509 *Purchases from Canadian suppliers.* * * *

(h) *Excess profits on contracts with War Supplies Limited.* In a letter dated September 10, 1942, addressed to the Under Secretaries of War and Navy and to the Chairman of the Maritime Commission, War Supplies Limited, stipulated in part as follows:

All Contracts with the War Department will be treated collectively and not individually, and if the aggregate profits realized by private corporations under such contracts are in excess of ten percent of cost, the amount of the excess will be refunded.

The Canadian Government will not make any profit on the aggregate of the transac-

tions. However, it is understood that any losses to the Canadian Government on individual contracts may be recovered out of profits realized on other contracts.

The standard renegotiation clause will not be included in contracts with War Supplies Limited.

INTERDEPARTMENTAL PURCHASES

In § 81.606 paragraph (d) is amended, paragraph (g) redesignated paragraph (h) and a new paragraph (g) is added as follows:

§ 81.606 *Purchases under contracts of Procurement Division, Treasury Department.* * * *

(d) *Procédurè.* Chiefs of supply services (and commanding generals of service commands) are responsible for advising contracting officers under their jurisdiction as to the terms and conditions of all mandatory General Schedule of Supplies contracts. The commanding generals of the service commands should assume this responsibility as promptly as is practicable. In the past, the schedules have been distributed to the posts, camps and stations under the jurisdiction of the various service commands by the chiefs of certain of the supply services. This practice should not be discontinued until such time as the commanding generals of the service commands have had an opportunity to set up procedures to enable them to assume the responsibility.

(g) *Mandatory schedules.* The following is a list of the classes of the General Schedule of Supplies which are mandatory on the field services of the War Department:

Description of Item	Schedule of supplies	Period
Explosives and blasting accessories (All items except 4-G-2, 4-M-109 to 4-M-110, incl., and 4-R-109)	4, Supp. No. 1	Jan. 1 to Dec. 31, 1943.
Gasoline and fuel oil	7 and 14, Regions 1 to 6, inclusive	July 1, 1942, to June 30, 1943.
Tire chains	8, Supp. No. 3	Jan. 1 to June 30, 1943.
Automotive storage batteries	17, Supp. No. 2	Sept. 15, 1942, to Mar. 15, 1943 (extended to Sept. 15, 1943).
Electric lamps	17, Supp. No. 3A	Sept. 1, 1942, to Aug. 31, 1943.
Wood furniture	23, Part I	Jan. 1 to Dec. 31, 1943.
Steel furniture	23, Part II	Jan. 1 to Dec. 31, 1942 (portion extended to Dec. 31, 1943).
Floor coverings	27, Supp. No. 5	Jan. 1 to Sept. 30, 1943.
Floor and window coverings (not obligating the field services of the War Department for certain items)	27, Supp. No. 7	Apr. 15 to Sept. 30, 1943.
Books	35	Dec. 1, 1942, to Nov. 30, 1943.
Books	35, Supp. No. 2	Dec. 21, 1942, to Nov. 30, 1943.
Machine tools (only the following items: 40-M-8, 40-M-9, 40-M-9-109, and 40-P-22 to 40-P-37, incl.)	41	Mar. 1 to Aug. 31, 1943.
Woodworking saws	43, Supp. No. 1	Aug. 15, 1942, to June 30, 1943.
Blenders	43, Supp. No. 1	Feb. 15, to Nov. 30, 1943.
Paper drinking cups	43, Supp. No. 2	July 1, 1942, to June 30, 1943.
Office equipment	51	July 1, 1942, to June 30, 1943.
Rental, repair, and maintenance of certain office machines	53, Supp. No. 2	July 1, 1942, to June 30, 1943.
Repair and maintenance of typewriters	54, Supp. No. 4	July 1, 1942, to June 30, 1943.
Electric typewriters	54, Supp. No. 5 (amended in Amendment No. 10)	Aug. 1, 1942, to June 30, 1943.
Repair and maintenance, etc.	54, Supp. No. 6 (amended in Amendment No. 10)	Sept. 1, 1942, to June 30, 1943.
Office equipment	54, Supp. No. 7 (amended in Amendment No. 10)	Oct. 21, 1942, to June 30, 1943.
Office equipment	54, Supp. No. 10	Dec. 22, 1942 to June 30, 1943.
Copy holders and recording and reproducing machines	54, Supp. No. 11	Feb. 15, to June 30, 1943.
Portable drinking fountains	63, Supp. No. 1	Mar. 1, 1942, to Feb. 23, 1943 (extended to Feb. 29, 1944).
Recording and transcription service	103, Supp. No. 2	Sept. 15, 1942, to Aug. 31, 1943.

(h) *Schedule of stock items.* * * *

Section 81.608 (c) (2) and (3) are amended as follows:

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

(c) *General clearances.* * * *

(2) By letter dated January 14, 1943, Federal Prison Industries, Inc., amended Clearance No. C-20360 so as to grant clearance for the purchase from commercial sources of 3C chairs, until further notice.

(3) By letter dated February 25, 1943, Federal Prison Industries, Inc., amended Clearance No. C-20380 so as to grant clearance until June 30, 1943, for the purchase of paint and varnish brushes, floor sweeps and hand scrubs, all sizes, with the following exceptions:

Stock No. 38-B-5145-E: Flat Varnish, Medium Grade, No. 4.

Stock No. 38-B-5150-E: Flat Varnish, Medium Grade, No. 5.

Stock No. 38-B-5190-E: Flat Varnish, High Grade, No. 1.

Stock No. 38-B-5195-E: Flat Varnish, High Grade, No. 2.

Stock No. 38-B-5205-E: Flat Varnish, High Grade, No. 4.

Section 81.610 is amended as follows:

§ 81.610 *Purchases from the Government Printing Office.* (a) All blank envelopes, blank paper, inks, glues and other supplies manufactured or carried in stock by the Government Printing Office, and which are required for use within the District of Columbia, will be purchased from that office.

(b) All printing and blankbook work other than that referred to in paragraph (c) of this section, shall be obtained from the Government Printing Office unless a clearance is obtained from the Public Printer to have the work done elsewhere.

(c) Printing, binding and blankbook work which it is impracticable to have done at the Government Printing Office and which is necessary for the exclusive use of any field service outside of the District of Columbia may be procured elsewhere than at the Government Printing Office in the District of Columbia without the necessity of obtaining a clearance from the Public Printer. Such work shall be done either

(1) By local Army-owned reproduction facilities

(2) At United States Army Field Printing plants authorized by the Joint Committee on Printing, or

(3) By commercial firms.

A list of authorized War Department Field Printing Plants is contained in the Regulations of the Joint Committee on Printing, relative to Periodicals and Field Printing. These Regulations are distributed by the Printing Branch, Service Installations Division, Office of the Quartermaster General and should be requested through the chief of the supply service (or commanding general of the service command).

(d) The cost of the jobs produced either on Army-owned reproduction facilities or in authorized U. S. Army field printing plants should be absorbed in the operating cost of such installations to be charged against the specific funds made available for their operation.

(e) The cost of work procured from commercial sources should be charged against the specific funds available therefor to the respective supply service expenditure of which has been authorized by the Office of The Quartermaster General. Obligations for field contract printing procured from commercial concerns may be incurred to the extent that

authority has been delegated and funds made available in accordance with the provisions of the finance circulars pertaining to the respective appropriations under which expenditures are contemplated. All Procurement Authorities must carry the appropriate purpose number and decimal suffix prescribed in finance circulars. AR 35-1040¹ prescribes the form of certificate which is required to be placed on purchase orders and vouchers involving payments for printing, binding, and blank-book work procured commercially in the field. Information relative to reports required by the Joint Committee on Printing together with forms required, will be furnished by the Quartermaster General to the chiefs of supply services.

(f) Pursuant to the provisions of AR 30-2120,² the Office of the Quartermaster General is charged with the responsibility of coordinating all Army field printing. That office has given blanket authorizations for all jobs procured from commercial sources which cost less than \$200 each. A waiver must be obtained from that office to exceed that limitation with respect to any individual purchase. A request for such waiver should be forwarded to the attention of the Printing Branch, Service Installations Division, Office of the Quartermaster General.

(g) As specified in section II, Circular 8, War Department 1939, Decision A-99850 of the Comptroller General of the United States dated December 22, 1938, is construed as subjecting to the Regulations of the Joint Committee on Printing (1) stenographer's books or other articles in book form which require printing, binding or ruling operations for their manufacture, and (2) any item which requires any printing and binding operation after the receipt of the order by the vendor to fit it for the particular needs of the Government service.

(h) The chiefs of supply services only are authorized to communicate directly with the Government Printing Office through their properly appointed representatives.

Paragraph (e) of § 81.613 is amended to include the State of Maryland in its proper sequence under Region I as follows:

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

(e) *Regional property offices of Procurement Division.* * * *

Region I

Maryland

FEDERAL, STATE AND LOCAL TAXES

In § 81.810, the State of Louisiana is added in its proper sequence in the list of applicable tax directives as follows:

§ 81.810 *Applicable tax directives.*
Louisiana..... April 2, 1943

¹Administrative regulations of the War Department relative to vouchers pertaining to money accounts.

²Administrative regulations of the War Department pertaining to field printing.

LABOR

In § 81.917 (b) subparagraphs (14), (15), and (16) are redesignated (15), (16), and (17), and a new subparagraph (14) is added as follows:

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

(b) The following changes and additions to the regulations referred to in paragraph (a) above have been published: * * *

(14) The following article has been added to the forementioned rulings and interpretations:

ART. 502 (Records of injury frequency rates)

Every person who is or shall become a party to a Government contract which is subject to the provisions of the Walsh-Healey Public Contracts Act and the Regulations thereunder, or who is performing or shall perform any part of such contract subject to the provisions of such Act or Regulations, shall maintain the records specified below which shall be available for inspection by authorized representatives of the Secretary of Labor;

(a) Records of injury frequency rates as defined in paragraphs (b) and (c) below, calculated quarterly on a calendar basis commencing the first of January of each year;

(b) The injury frequency rate shall be the number of disabling injuries to all employees per 1,000,000 manhours of exposure, obtained by multiplying the total number of disabling injuries by 1,000,000 and dividing that sum by the total manhours of exposure;

(c) For the purpose of this section (1) "disabling injury" is one which causes disability to any employee extending beyond the day or shift during which the injury occurred, (2) "total manhours of exposure" shall be the total manhours actually worked by all employees during the quarter, (3) "employee" shall mean any employee in any department of the factory or establishment, including protection, maintenance, transportation, clerical, office and sales, regardless of whether such employee is engaged in the performance of a contract subject to this Act.

Such records shall be kept on file for at least four years after the date of entry thereof.

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

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

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

Section 81.918 (d) is amended as follows:

§ 81.918 *General instructions.* * * *

(d) Under date of August 12, 1942, the Secretary of Labor amended all prevailing minimum wage determinations issued under the Walsh-Healey Act and in effect on said date to provide that handicapped or superannuated workers 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, and that such handicapped or superannuated workers may not be employed at subminimum rates under any other conditions. Said amendment was made applicable to all contracts subject to the Walsh-Healey

Act, bids for which were solicited or negotiations for which were commenced on or after September 15, 1942.

Section 81.919 is amended as follows:

§ 81.919 *Knitting, knitwear and woven underwear.* The knitting, knitwear, and woven underwear industry is defined for the purposes of this determination as follows:

(a) The manufacturing, dyeing, or other finishing of any knitted fabric made from any yarn or mixture of yarns, and the manufacturing of knitted towels and cloths;

(b) The knitting from yarn or manufacturing from knitted fabric of knitted garments, sections of garments, or garment accessories except gloves, mittens, hosiery, belts manufactured from purchased knitted fabric, and any product the manufacture of which is covered by the prevailing minimum wage determination for the suit and coat branch of the uniform and clothing industry (§ 81.952);

(c) *The manufacturing of underwear and bathing suits from any woven fabric.*

Date effective: April 20, 1943, except that learners and apprentices may be employed at the subminimum rates, in accordance with the present applicable regulations of the Administrator of the Wage and Hour Division, on or after April 20, 1943, in the performance of contracts, bids for which were solicited or negotiations otherwise commenced by the contracting agency prior to that date.

Wage: Not less than 40 cents an hour or \$16.00 for a week of 40 hours, arrived at either upon a time or piece-work basis. Learners and apprentices 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, which were adopted for the purposes of this determination.

Section 81.920 is amended as follows:

§ 81.920 *Gloves and mittens industry.* The gloves and mittens industry is defined for the purpose of this determination as that industry which manufactures gloves and mittens (except athletic gloves and mittens) from any material (other than rubber) or from any combination of materials (other than rubber).

Date effective: January 16, 1943.

Wage: 40 cents an hour or \$16.00 for a week of 40 hours arrived at either upon a time or piece work basis. Learners may be employed at subminimum rates only in accordance with the present applicable regulations issued by the Administrator of the Wage and Hour Division under the Fair Labor Standards Act, as amended on March 22, 1943, which were adopted for the purposes of this determination.

Section 81.924 is amended as follows:

§ 81.924 *Cotton garments and allied industries.* The cotton garment and allied industries shall be understood to be that industry which manufactures or furnishes any of the following commodities:

Trousers, knickers, work pants, and breeches (except when made wholly of wool and uniform trousers and breeches

made wholly or partially of wool); dress or work shirts and nightwear of any material except knit fabric; overalls, overall jackets, and one-piece overall suits; work coats and work jackets (except wool and wool-lined, and leather and sheep-lined); washable service apparel (hospital, professional, etc.); other cotton outerwear of any material except knit fabric; barrack bags; bandoleers; ammunition and cartridge belts made of textiles; canvas leggings; cot covers; fabric pouches and carriers for first aid equipment, such as: lit candle rings straps, lit inserts, lit laces, lit pouches and lit suspenders; mattress covers; mosquito bars; and wardrobe bags with draw-strings, made of textiles.

Date effective: July 20, 1942.

Wage: 40 cents per hour or \$16.00 per week or 40 hours, arrived at either upon a time or piece work basis.

Learners may be employed at subminimum rates only in accordance with the present applicable regulations issued by the Administrator of the Wage and Hour Division under the Fair Labor Standards Act, as amended on March 22, 1943 which were adopted for the purposes of this determination.

Section 81.933 is superseded as follows:

§ 81.933 *Luggage, leather goods, belts, and women's handbag industry.* The luggage, leather goods, belts, and women's handbag industry is defined for the purpose of this determination as follows:

(a) The manufacture from any material of luggage including, but not by way of limitation, trunks, suitcases, traveling bags, brief cases, sample cases; the manufacture of instrument cases covered with leather, imitation leather, or fabric including, but not by way of limitation, portable radio cases; the manufacture of small leather goods and like articles from any material except metal; the manufacture of women's, misses', and children's handbags, pocket-books, purses, and mesh bags from any material except metal; but not the manufacture of bodies, panels, and frames from metal, wood, fiber, or paper board for any of the above articles.

(b) The manufacture from leather, imitation leather, or fabric of cut stock and parts for any of the articles covered in paragraph (a) of this section.

(c) The manufacture of men's, boys', women's, misses', and children's separate belts from leather, imitation leather, or other material or fabric.

Date effective: April 20, 1943.

Wage: Not less than 40 cents an hour or \$16.00 per week of 40 hours, arrived at either upon a time or piece work basis. Apprentices 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, which were adopted for the purposes of this determination. Learners may be employed at subminimum rates in the performance of contracts for the manufacture or furnishing of articles covered by this paragraph of the definition of this industry in accordance with the present applicable regulations issued by

the Administrator of the Wage and Hour Division under the Fair Labor Standards Act, which were adopted for the purposes of this determination.

Section 81.960 (i) is amended as follows:

§ 81.960 *Textile industry.* * * *

(i) The manufacturing, dyeing, finishing or processing of rugs or carpets from grass, paper, or from any yarn or fiber except yarn containing any wool but not including the manufacturing by hand of such products.

Date effective: June 24, 1942.

Wage: 40 cents an hour or \$16.00 for a week of 40 hours, arrived at on a time or piece work basis.

Learners may be employed at subminimum rates only in accordance with the present applicable regulations issued by the Administrator of the Wage and Hour Division under the Fair Labor Standards Act, as amended on March 22, 1943, which were adopted for the purposes of this determination.

This determination shall not be interpreted as abrogating any obligation that may have occurred under the previous determination for the industry or under the previous wage determination for the manufacture of hobbins which is covered by the present definition of the Textile Industry.

Section 81.966 is amended as follows:

§ 81.966 *Future interpretations.* Paragraph V of Executive Order No. 9240, as amended, requires that all questions regarding its interpretations and application be referred to the Secretary of Labor. Such questions requiring action by the Secretary of Labor, insofar as they are posed by representatives of the War Department, will be directed to the Director, Industrial Personnel Division, Headquarters, Army Service Forces, who will take any necessary steps to obtain such interpretations in appropriate cases. The Director, Industrial Personnel Division, will clear with the Director, Purchases Division, all such questions relating to contracting or procurement procedure. Interpretations of Executive Order 9240, made by the Secretary of Labor from time to time will be promptly forwarded to the chiefs of supply services, and will be summarized for inclusion in these regulations or in Army Service Forces Circulars. Auditors, Finance Officers, and other persons reviewing War Department vouchers and payments will present to the Director, Industrial Personnel Division, through the Director, Fiscal Division, all requests for instructions as to the application of the Executive Order to fiscal matters.

Section 81.930n (b) is amended as follows:

§ 81.930n *General Order No. 14, Authorization of the War Department to pass on wage and salary adjustments for designated civilian employees.* * * *

(b) *Government-owned privately operated facilities.* The following Government-owned, privately operated facilities are embraced within the delegation to the War Department Agency:

* * * * *

Non-manual employees employed on the following fixed-fee Engineers projects are embraced within the delegation to the War Department Agency

Projects and nearest city

- Ainsworth Airfield, Ainsworth, Nebr.
 Air Support Command Base, Colorado Springs, Colo.
 Alabama Ordnance Works, Sylacauga, Ala.
 Alexandria, Q. M. Depot, Alexandria, Va.
 Allegany Ordnance Works, Cumberland, Md.
 Alliance Gilder Base, Alliance, Nebr.
 American Locomotive Company, Schenectady, N. Y.
 Anacostia—Dalecarlia Reproduction Plant, Washington, D. C.
 Anniston Ordnance Depot, Anniston, Ala.
 Arlington Hall Station, Arlington, Va.
 Army Airforce Advance Flying School, La Junta, Colo.
 Army Airforce First Concentration Command, Halls, Tenn.
 Army Airforce Storage Depot, Columbus, Ohio.
 Ashford General Hospital, White Sulphur Springs, W. Va.
 Ashford Internment Camp, White Sulphur Springs, W. Va.
 Atlanta Ordnance Motor Base, Atlanta, Ga.
 Atlas Building, Columbus, Ohio.
 Atterbury, Camp, Columbus, Ind.
 Aviation Mechanical Training School, Biloxi, Miss.
 Badger Ordnance Works, Baraboo, Wis.
 Barge Construction, Jacksonville, Fla.
 Bartholomew County Airfield, Columbus, Ind.
 Bayonne Terminal, Bayonne, N. J.
 Belle Meade Q. M. Depot, Read Valley, N. J.
 Beltsville Air Support Command Base, Beltsville, Md.
 Belvoir, Fort, Accotink, Va.
 Berry Hills Army Air Center, Nashville, Tenn.
 Big Springs Army Airfield, Big Springs, Tex.
 Billings General Hospital, Indianapolis, Ind.
 Black Hills Ordnance Depot, Provo, S. Dak.
 Bluegrass Ordnance Depot, Richmond, Ky.
 Blytheville Advanced Twin Engine Training School, Blytheville, Ark.
 Boeing Field, Seattle, Wash.
 Bolling Field, District of Columbia.
 Bowman Field, Louisville, Ky.
 Bragg, Fort, Fayetteville, N. C.
 Breckenridge, Camp, Morganfield, Ky.
 Bruning Airfield, Bruning, Nebr.
 Buckeye Ordnance Works, South Point, Ohio.
 Buckley Field, Denver, Colo.
 Buffalo Modification Center #5, Buffalo, N. Y.
 Building 703-705 Columbia Pike, Arlington, Va.
 Bushnell General Hospital, Brigham City, Utah.
 Butler General Hospital, Butler, Pa.
 Cactus Ordnance Works, Etter, Tex.
 Camp Springs Airfield, Camp Springs, Md.
 Campbell, Camp, Clarksville, Tenn.
 Carson, Camp, Colorado Springs, Colo.
 Carteret Ordnance Motor Reception Park, Carteret, N. J.
 Casper Airbase, Casper, Wyo.
 Castle Island Terminal, Boston, Mass.
 Chaffee, Camp, Fort Smith, Ark.
 Chanute Field, Rantoul, Ill.
 Cherokee Ordnance Works, Danville, Pa.
 Cheyenne Modification Center, Cheyenne, Wyo.
 Chicago Aircraft Assembly Plant, Chicago, Ill.
 Chickasaw Ordnance Works, Millington, Tenn.
 Clarksville Airfield, Clarksville, Tenn.
 Cleveland Aircraft Assembly Plant, Cleveland, Ohio.
 Cleveland General Hospital, Parma, Ohio.
 Colorado Springs Airfield, Colorado Springs, Colo.
 Como Internment Camp, Como, Miss.
 Congaree Ground Air Support, Congaree, S. C.
 Consolidated Aircraft Plants, San Diego, Calif.
 Construction for the Bureau of Standards, Loudoun County, Va.
 Corinth Tent Camp, Corinth, Miss.
 Crowder, Camp, Neosho, Mo.
 Daggett Modification Center #1, Daggett, Calif.
 Davis, Camp, Camp Davis, N. C.
 Dawes, Fort, Deer Island, Mass.
 Del Valle Airfield, Del Valle, Tex.
 Denison Dam & Reservoir, Denison, Tex.
 Denver Ordnance Plant, Denver, Colo.
 Detroit Tank Arsenal, Detroit, Mich.
 Dickson Gun Plant, Houston, Tex.
 Dix, Fort, Wrightstown, N. J.
 Dix, Fort Airfield, Wrightstown, N. J.
 Dixie Ordnance Works, Sterlingtown, La.
 Dog Training Center, Front Royal, Va.
 Douglas Aircraft Corporation, Long Beach, Calif.
 Douglas Elsegundo Plant, Inglewood, Calif.
 Dyersburg Airfield, Dyersburg, Tenn.
 Eastaboga Air Base, Eastaboga, Ala.
 Edgewood Arsenal, Edgewood, Md.
 Elgin Field, Valparaiso, Fla.
 Escanaba Ore Docks, Escanaba, Mich.
 Evansville Ordnance Plant, Evansville, Ind.
 Fairfax Aircraft Assembly Plant, Fairfax, Kans.
 Fairmont Airfield, Fairmont, Nebr.
 Fall Creek Ordnance Plant, Indianapolis, Ind.
 Fort Crook Modification Center #8, Fort Crook, Nebr.
 Fort Belvoir, Fort Belvoir, Va.
 Fort Knox, Fort Knox, Ky.
 Fort Monroe, Fort Monroe, Va.
 Fort Myer, Fort Myer, Va.
 Fort Peck Powerhouse, Fort Peck, Mont.
 Fort Riley, Fort Riley, Kans.
 Fort Worth Parts Plant, Fort Worth, Tex.
 Fostoria Plant, Fostoria, Ohio.
 Gainesville Airfield, Gainesville, Tex.
 Gary Armor Plate Plant, Gary, Ind.
 George Field, Lawrenceville, Ill.
 Glasgow Airfield, Glasgow, Mont.
 Gopher Ordnance Works, Rosemont, Minn.
 Gore Airfield, Great Falls, Mont.
 Grand Island Airfield, Grand Island, Nebr.
 Great Brewster Island, Boston Harbor, Mass.
 Great Falls Army Airfield, Great Falls, Mont.
 Green River Ordnance Plant, Amboy, Ill.
 Greenwood Airfield, Greenwood, Miss.
 Grenada Air Support Command Base, Grenada, Miss.
 Haan, Camp, Riverside, Calif.
 Haddon Hall Alterations, Atlantic City, N. J.
 Hale, Camp, Pando, Colo.
 Halloran General Hospital, Staten Island, N. Y.
 Harrison, Fort Benjamin, Indianapolis, Ind.
 Harvard Airfield, Harvard, Nebr.
 Headquarters 2nd Army, Memphis, Tenn.
 Herington Satellite Airfield, Herington, Kans.
 Holston Ordnance Works, Kingsport, Tenn.
 Howze, Camp, Gainesville, Tex.
 Huntington National Bank Building, Columbus, Ohio.
 Huntsville Arsenal, Huntsville, Ala.
 Indiana Ordnance Works, Charleston, Ind.
 Iowa Ordnance Plant, Burlington, Iowa.
 Jackson General Hospital, Jackson, Miss.
 Jayhawk Ordnance Works, Baxter Springs, Kans.
 Jerome Relocation Center, McGehee, Ark.
 Jersey City Q. M. Sub Depot, Somerville, N. J.
 Kankakee Ordnance Works, Joliet, Ill.
 Kansas City Aircraft Assembly Plant, Kansas City, Kans.
 Kansas City Q. M. Depot, Kansas City, Mo.
 Kearney Airfield, Kearney, Nebr.
 Kearney Equipment Repair Depot, Kearney, Nebr.
 Keesler Field, Biloxi, Miss.
 Kennedy General Hospital, Memphis, Tenn.
 Kentucky Ordnance Works, Paducah, Ky.
 Keystone Ordnance Works, Geneva, Pa.
 Kingsbury Ordnance Plant, LaPorte, Ind.
 Kodak Optical Works, Rochester, N. Y.
 La Junta Airfield, La Junta, Colo.
 La Junta Auxiliary Fields, Las Animas, Colo.
 Lake City Ordnance Plant, Independence, Mo.
 Lake Ontario Ordnance Works, Modeltown, N. Y.
 Langley Field, Hampton, Va.
 Laurinburg-Maxton Air Base, Laurinburg, N. C.
 Lawson General Hospital, Atlanta, Ga.
 Letterkenny Ordnance Depot, Chambersburg, Pa.
 Lewis, Fort, Fort Lewis, Wash.
 Lincoln Airbase, Lincoln, Nebr.
 Lockheed Vega Aircraft Company, Burbank, Calif.
 Longhorn Ordnance Works, Karnack, Tex.
 Lordstown Ordnance Depot, Lordstown, Ohio.
 Louisiana Ordnance Plant, Minden, La.
 Louisville Ordnance Depot, Louisville, Ky.
 Lowell Ordnance Depot, Lowell, Mass.
 McCain, Camp, Grenada, Miss.
 Malden Basic Flying School, Malden, Mo.
 Manhattan District Projects.
 Marietta Aircraft Assembly Plant, Atlanta, Ga.
 Marshall Plant, New Martinsville, W. Va.
 Martinsburg General Hospital, Martinsburg, W. Va.
 Maumelle Ordnance Works, Marcho, Ark.
 Maury Plant, Columbia, Tenn.
 Mead Equipment Repair Depot, Mead, Nebr.
 McClellan, Fort, Anniston, Ala.
 McCook Satellite Field, McCook, Nebr.
 Memphis Airfield, Memphis, Tenn.
 Memphis Q. M. Depot, Memphis, Tenn.
 Midwest Air Depot (Tinker Army Airfield), Oklahoma City, Okla.
 Milwaukee Ordnance Plant, Milwaukee, Wis.
 Missouri Ordnance Works, Louisiana, Mo.
 Monmouth, Fort, Red Bank, N. J.
 Monroe Reception Center, Monroe, La.
 Monticello Internment Camp, Monticello, Ark.
 Morgantown Ordnance Works, Morgantown, W. Va.
 National Park College, Forest Glen, Md.
 New Orleans Port of Embarkation, New Orleans, La.
 Newport News Staging Area, Newport News, Va.
 New York Ordnance Works, Baldwinsville, N. Y.
 Niagara Falls Modification Center #7, Niagara Falls, N. Y.
 Niagara Falls Plant, Niagara Falls, N. Y.
 Nichols General Hospital, Louisville, Ky.
 Nitschke Building, Columbus, Ohio.
 North American Aviation Plant, Inglewood, Calif.
 North Camp Polk, Leesville, La.
 Oklahoma City Aircraft Assembly Plant, Oklahoma City, Okla.
 Oklahoma Ordnance Works, Choteau, Okla.
 Orangeburg Staging Area, Orangeburg, N. Y.
 O'Reilly General Hospital, Springfield, Mo.
 Ozark Ordnance Works, El Dorado, Ark.
 Pantex Ordnance Plant, Amarillo, Tex.
 Paris Airfield, Paris, Tex.
 Patterson Field, Osborne, Ohio.
 Pennsylvania Ordnance Works, Allentown, Pa.
 Pentagon Building, Arlington, Va.
 Phillips, Camp, Salina, Kans.
 Pickett, Camp, Blackstone, Va.
 Pierre Airfield, Pierre, S. Dak.
 Pine Bluff Arsenal, Pine Bluff, Ark.
 Pinker Army Air Field, Oklahoma City, Okla.
 Pollock Air Support Command Base, Pollock, La.
 Port Newark, Newark, N. J.
 Portage Ordnance Depot, Ravenna, Ohio.
 Potomac River Emergency Railroad Crossing, Arlington, Va.
 Pueblo Ordnance Depot, Pueblo, Colo.
 Quartermaster Market Center, Alexandria, Va.
 Radford Ordnance Works, Radford, Va.
 Rapid City Airbase, Rapid City, S. Dak.
 Rapid City Cantonment, Rapid City, S. Dak.
 Reading Airfield, Reading, Pa.
 Red River Ordnance Depot, New Boston, Tex.

Redstone Ordnance Plant, Huntsville, Ala.
 Richmond Holding and Reassignment Point, Richmond, Va.
 Richard Q. M. Depot, Richmond, Va.
 Ritchie, Camp, Camp Ritchie, Md.
 Rocky Mountain Arsenal, Denver, Colo.
 Rocky Mountain Arsenal, Labora, Colo.
 Rohwer Relocation Center, McGehee, Ark.
 Rome Army Air Depot, Rome, N. Y.
 Russell City Airfield, Russell City, Calif.
 Ruston Internment Camp, Ruston, La.
 St. Joseph Municipal Airport, St. Joseph, Mo.
 St. Louis Ordnance Plant, St. Louis, Mo.
 St. Louis Plant, St. Louis, Ill.
 St. Paul Ford Plant, St. Paul, Minn.
 St. Paul Modification Center #12, St. Paul, Minn.
 Salina Repair Depot, Salina, Kans.
 Sangamon Ordnance Plant, Illinois, Ill.
 Scloto Ordnance Plant, Marion, Ohio.
 Scribner Ordnance Plant, Scribner, Nebr.
 Second Army Headquarters, Memphis, Tenn.
 Sedalia Glider Base, Sedalia, Mo.
 Seneca Ordnance Depot, Kendia, N. Y.
 Selman Field, Monroe, La.
 Seymour Airfield, Seymour, Ind.
 Shenango Personnel Replacement Depot, Transfer, Pa.
 Sibert, Camp, Gadsden, Ala.
 Sioux City Airfield, Sioux City, Iowa.
 Sioux Falls Radio Mechanical School, Sioux Falls, S. Dak.
 Sioux Ordnance Depot, Sidney, Nebr.
 Smoky Hill Airfield, Salina, Kans.
 Standish, Camp Myles, Taunton, Mass.
 Stout Field, Indianapolis, Ind.
 Sturgis Airfield, Sturgis, Ky.
 Sunflower Ordnance Plant, Eudora, Kans.
 Terre Haute Ordnance Depot, Terre Haute, Ind.
 Tomah Radio School, Tomah, Wis.
 Topeka Army Airfield, Topeka, Kans.
 Topeka General Hospital, Topeka, Kans.
 Tucson Modification Center #2, Tucson, Ariz.
 Tuskegee Army Flying School, Tuskegee, Ala.
 Twin Cities Ordnance Plant, St. Paul, Minn.
 Tyson, Camp, Paris, Tenn.
 Union Central Building Annex, Cincinnati, Ohio.
 U. S. O. Building, Norfolk, Va.
 U. S. X-Ray School, Memphis, Tenn.
 Valley Forge General Hospital, Phoenixville, Pa.
 Van Dorn, Camp, Centerville, Miss.
 Victory Ordnance Plant, Decatur, Ill.
 Vigo Ordnance Plant, Terre Haute, Ind.
 Volunteer Ordnance Works, Chattanooga, Tenn.
 Wabash River Ordnance Works, Newport, Ind.
 Walker Satellite Airfield, Hays, Kans.
 Walnut Ridge Airfield, Walnut Ridge, Ark.
 Walterboro Airfield, Walterboro, S. C.
 Washington, Fort, Silesia, Md.
 West Virginia Ordnance Works, Point Pleasant, W. Va.
 Westvaco C. W. S. Plant, South Charleston, W. Va.
 Winter General Hospital, Topeka, Kans.
 Woodrow Wilson General Hospital, Staunton, Va.
 Wright Field, Dayton, Ohio.

Section 81.984 is added as follows:

§ 81.984 *Executive Order 9328*. The following is the full text of Executive Order No. 9328, issued under date of April 8, 1943:

EXECUTIVE ORDER 9328

By virtue of the authority vested in me by the Constitution and the statutes, and particularly by the First War Powers Act, 1941, and the Act of October 2, 1942, entitled "An Act to Amend the Emergency Price Control Act of 1942, to Aid in Preventing Inflation, and for Other Purposes," as President of the United States and Commander in Chief of the Army and Navy, and in order to safeguard the stabilization of prices, wages and salaries, affecting the cost of living on

the basis of levels existing on September 15, 1942, as authorized and directed by said Act of Congress of October 2, 1942, and Executive Order No. 9250 of October 3, 1942, and to prevent increases in wages, salaries, prices and profits, which, however, justifiable if viewed apart from their effect upon the economy, tend to undermine the basis of stabilization, and to provide such regulations with respect to the control of price, wage and salary increases as are necessary to maintain stabilization, it is hereby ordered as follows:

1. In the case of agricultural commodities the Price Administrator and the Administrator of Food Production and Distribution (hereinafter referred to as the Food Administrator) are directed, and in the case of other commodities the Price Administrator is directed to take immediate steps to place ceiling prices on all commodities affecting the cost of living. Each of them is directed to authorize no further increases in ceiling prices except to the minimum extent required by law. Each of them is further directed immediately to use all discretionary powers vested in them by law to prevent further price increases direct or indirect, to prevent profiteering and to reduce prices which are excessively high, unfair or inequitable. Nothing herein, however, shall be construed to prevent the Food Administrator and the Price Administrator, subject to the general policy directives of the Economic Stabilization Director, from making such readjustments in price relationships appropriate for various commodities, or classes, qualities or grades thereof or for seasonal variations or for various marketing areas, or from authorizing such support prices, subsidies or other inducements as may be authorized by law and deemed necessary to maintain or increase production, provided that such action does not increase the cost of living. The power, functions and duties conferred on the Secretary of Agriculture under section 3 of the Emergency Price Control Act of 1942 (Public Law 421, 77th Cong.) and under section 3 of the Act of October 2, 1942 (Public Law 729, 77th Cong.) are hereby transferred to, and shall be exercised by the Food Administrator.

2. The National War Labor Board, the Commissioner of Internal Revenue and other agencies exercising authority conferred by Executive Order No. 9250 or Executive Order 9289 and the regulations issued pursuant thereto over wage or salary increases are directed to authorize no further increase in wages or salaries except such as are clearly necessary to correct substandards of living, provided that nothing herein shall be construed to prevent such agencies from making such wage or salary readjustments as may be deemed appropriate and may not have heretofore been made to compensate, in accordance with the Little Steel Formula as heretofore defined by the National War Labor Board, for the rise in the cost of living between January 1, 1941 and May 1, 1942. Nor shall anything herein be construed to prevent such agencies, subject to the general policies and directives of the Economic Stabilization Director, from authorizing reasonable adjustments of wages and salaries in case of promotions, reclassifications, merit increases, incentive wages or the like, provided that such adjustments do not increase the level of production costs appreciably or furnish the basis either to increase prices or to resist otherwise justifiable reductions in prices.

3. The Chairman of the War Manpower Commission is authorized to forbid the employment by any employer of any new employee or the acceptance of employment by a new employee except as authorized in accordance with regulations which may be issued by the Chairman of the War Manpower Commission, with the approval of the Economic Stabilization Director, for the purpose of preventing such employment at a wage or salary

higher than that received by such new employee in his last employment unless the change of employment would aid in the effective prosecution of the war.

4. The attention of all agencies of the Federal Government, and of all State and municipal authorities, concerned with the rates of common carriers or other public utilities, is directed to the stabilization program of which this order is a part so that rate increases will be disapproved and rate reductions effected, consistently with the Act of October 2, 1942, and other applicable federal, state or municipal law, in order to keep down the cost of living and effectuate the purposes of the stabilization program.

5. To provide for the consistent administration of this order and Executive Order No. 9250, and other orders and regulations of similar import and for the effectuation of the purposes of the Act of October 2, 1942, the Economic Stabilization Director is authorized to exercise all powers and duties conferred upon the President by that Act, and the Economic Stabilization Director is authorized and directed to take such action and to issue such directives under the authority of that Act as he deems necessary to stabilize the national economy, to maintain and increase production and to aid in the effective prosecution of the war. Except insofar as they are inconsistent with this order or except insofar as the Director shall otherwise direct, powers and duties conferred upon the President by the said Act and heretofore devolved upon agencies or persons other than the Director shall continue to be exercised and performed by such agencies and persons.

6. Except insofar as they are inconsistent with this order, Executive Order 9250 and the regulations issued pursuant thereto shall remain in full force and effect.

FRANKLIN D. ROOSEVELT

THE WHITE HOUSE,
 April 8, 1943.

Section 81.936 is added as follows:

§ 81.936 *Interpretation of regulations*. Generally, the order and the regulations prescribe a 48-hour workweek in the areas and activities designated in General Orders. However, the regulations provide for several exceptions. Whether the orders and regulations issued under the Executive Order in question will affect particular concerns and what their effect will be are questions that must be determined in every case by the War Manpower Commission or its regional or local representatives. Neither contracting officers nor labor officers are authorized to interpret or construe the Executive Order or the regulations. Therefore, all contractors and subcontractors presenting questions concerning the interpretation or application in particular cases of the orders and regulations will be referred to the War Manpower Commission officials in the appropriate area.

Section 81.937 is added as follows:

§ 81.937 *Enforcement procedure*. Until the War Manpower Commission has advised the War Department that a particular contractor is failing to comply with the order and the regulations, no action will be taken by any representative of the supply service, either to withhold contracts from such contractor or to require compliance with the order and the regulations by any such contractor. In cases where the War Manpower Commission has found that a particular War Department contractor is

not complying with said order and regulations and has so advised the War Department, the chief of the supply service will be notified immediately by the Director, Industrial Personnel Division, Headquarters, Army Service Forces, and it will be the duty of the chief of the supply service or his designated representative promptly to request such contractor to comply with said order and regulations. Whenever any such contractor shall thereafter fail or refuse to comply therewith, report thereof will be made immediately by the chief of the supply service involved to the Director, Industrial Personnel Division.

Section 81.988 is added as follows:

§ 81.988 *Adjustments to cover increased cost of compliance.* The War Department policy in regard to adjustment for the increased cost of performance occasioned by compliance with said order and regulations is set out in the following Joint Statement of the War and Navy Departments, dated April 1, 1943:

(1) Executive Order No. 9301, and the Regulations promulgated thereunder by the War Manpower Commission require all employers in certain areas and all employers in certain industries to adopt the minimum wartime workweek as defined by said regulations. The Executive Order directs all Procurement Agencies of the Government to require their contractors to comply with the Order and with the Regulations.

(2) While many Government contractors and subcontractors may not be affected, the War Department and Navy Department recognize that some contractors and subcontractors will be obliged to extend the workweek of their employees and will be required to pay premium rates for the additional hours involved, with the result that their labor costs will be increased. The Departments also recognize that such compliance may result in hardship to some contractors who have cooperated with the Departments in efforts to secure prices as close to cost plus a fair profit as is possible under war conditions, and that such hardship may result in the impairment of the ability of many contractors, particularly small contractors, to continue effectively to produce war goods.

(3) Accordingly, the following policy has been adopted by the War Department and Navy Department:

(a) Where, during the course of performance of a lump sum contract or subcontract, a contractor or subcontractor has been required to increase the workweek of employees in order to comply with Executive Order No. 9301 and the regulations of the War Manpower Commission promulgated thereunder; and where, because of premium overtime rates required by Federal law or Executive Order, such compliance has resulted in an increase in the cost of performance of such contract or subcontract, over and above cost of performance had such increase in the workweek not been so required; and where such increase in the cost of performance would cause hardship to such contractor or subcontractor, the War Department and Navy Department will give consideration in appropriate cases to granting relief from such hardship.

(b) Generally speaking, it will be regarded that hardship exists only in cases where the increase in the cost of performance of a War Department or Navy Department contract resulting from compliance with the Order and the regulations operates to deprive the contractor of a fair profit on the contract.

(c) Where contracts under which such increases are sought relate to commodities,

supplies or articles which are subject to OPA ceiling prices, any adjustment to be made must be within such ceiling prices or subject to approval in particular cases by the Office of Price Administration.

(d) Requests by subcontractors for such relief must in all cases be presented through prime contractors and adjustments, made for the benefit of subcontractors, shall be made only through prime contractors.

(a) *Same: Time limit for filing requests for adjustment.* No requests for adjustments of the type above described will be considered unless they are presented to the contracting officer prior to the time the contracting officer has administratively determined the final amount due under the contract under which the request is presented by communicating his determination to the contractor or by the approval of the final voucher therefor.

(b) *Same: Procedure for adjustment.* Requests for adjustment must be presented to the contracting officer of the supply service involved. Such adjustments as are made in the amount of the contract price with prime contractors will be made by supplemental agreement between the supply service and the prime contractor. No adjustment will be made by direct contract with subcontractors. The latter should make request for adjustments through their prime contractors and the amounts of such adjustments as are appropriate, made for the benefit of such subcontractors, will be included in supplemental agreements with the prime contractors.

(c) *Same: Nature of showing required for adjustment.* No adjustment will be made without a proper showing which must include the following:

(1) That the contractor or subcontractor was required, by the Executive Order in question as interpreted and applied to his case by the War Manpower Commission Regulations, to increase the workweek of some or all of his employees.

(2) The amount of the increased labor costs incurred because of premium overtime rates involved in compliance with the minimum wartime workweek.

(3) The amount of savings, through reduced overhead costs or otherwise, resulting from the adoption of the longer workweek.

(4) The total contract price of War Department contracts or subcontracts on which an adjustment is sought; the estimated amount of net earnings before taxes that would have accrued thereon had not the increased labor costs been incurred.

(d) *Authority to execute supplemental agreements.* Whenever the chief of the supply service, or such person within the supply service to whom the authority so to act has been delegated by the chief of the supply service, shall find in the light of the showing made by the contractor and verified to the extent feasible within the supply service:

(1) That the increase in the cost of performance of a War Department contract or subcontract, resulting from compliance with Executive Order No. 9301 and the regulations promulgated thereunder, operates to deprive the contractor

or subcontractor of a fair profit on the contract, or subcontract, and

(2) That it is appropriate, in the light of all the facts known to him, or reasonably ascertainable by him, bearing upon the earnings of the contractor or subcontractor from its war business, to grant relief; he is authorized to enter into a supplemental agreement pursuant to the First War Powers Act and Executive Order No. 9001 awarding the contractor an additional amount, not in excess of the diminution of the amount of a fair profit on such contract or subcontract, caused by such compliance.

PLANT FACILITIES EXPANSIONS

Section 81.1015 is amended as follows:

§ 81.1015 *Approval of contracts required in special cases.* All Emergency Plant Facilities contracts, all Special Facilities contracts and all other agreements or leases for providing facilities to a contractor (other than those referred to in § 83.707 (b)), as well as all contracts required to be submitted under § 81.1007, will be submitted to the Director, Purchases Division, Headquarters, Army Service Forces, for approval.

Section 81.1018 (e) is amended as follows:

§ 81.1018 *Procedure for processing applications.* * * *

(e) The report will, with the exception noted below, be limited to advice as to whether the construction, reconstruction, erection, installation or acquisition of a facility is necessary in the interest of National Defense during the emergency period, within the meaning of section 124 of the Internal Revenue Code as interpreted by Article 3 of the regulations prescribed by the Secretary of War and the Secretary of the Navy, with the approval of the President, governing the issuance of Necessity Certificates under section 124f of the Internal Revenue Code. This will involve advice on the following points:

(1) Is the "supply to be produced with the facility sought to be certified" "required" within the meaning of Article 3-A of the aforementioned regulations?

(2) Is the facility sought to be certified appropriate for the production of the supply?

(3) Is there "an existing or prospective shortage of facilities for the production of the supply" within the meaning of Article 3-B of the aforementioned regulations and what facts form the basis of the reporting officer's conclusions with regard to this point?

(4) In the light of information on hand or readily available, do the statements made in the application bearing upon determination of necessity (particularly those relative to replacements and the applicant's attempts to subcontract) appear to be correct?

In the event that a supply service has sponsored the supply to be produced with the facilities sought to be certified for defense rating under Priorities Regulation No. 1, a statement to this effect will be made by the reporting officer in connection with his answer to the first of the above questions. In the event that

a supply service has sponsored the facility for a project rating, a statement to this effect will be made by the reporting officer in connection with his answer to the second and third of the above questions. In exceptional cases where the officer has special knowledge of other facts relating to the application, such as data in regard to the time of filing, which are not known to or readily ascertainable by the Tax Amortization Branch, Headquarters, Army Service Forces, he shall mention these facts in his report.

MISCELLANEOUS PURCHASE INSTRUCTIONS

Sections 81.1140 and 81.1141 are added as follows:

§ 81.1140 *Revision of existing supply contracts to conform to production schedules authorized under Controlled Materials Plan*—(a) *Effect of reduced allotments of materials.* Under the Controlled Materials Plan (CMP) some Army suppliers from time to time will receive allotments of controlled materials which are less than the materials necessary to meet the production schedules in effect under existing contracts. Normally, the production schedule authorized on Form CMP-10 will reflect these reduced quantities. In cases where the end item schedule has not been reduced in line with the reduced allotments, a letter is sent to the contractor explaining the factors (for example, changed specifications, reduced requirements of spare parts, and prior allocations) which will enable him to meet the required production schedule with the materials allotted to him.

(b) *Coordination with CMP officers.* Schedules of production authorized on Form CMP-10 are controlling and must be put into effect by appropriate contract adjustments. CMP officers have been instructed to inform contracting officers of revised schedules, and whenever practicable to consult with them concerning the distribution of any reduced allotment among the various contractors concerned. Close coordination between contracting officers and CMP officers is required in order that changes in or amendments of outstanding contracts may be promptly effected where made necessary by revisions in schedules.

(c) *Protection of contractor.* Under the usual "Delays-Damages" article (see § 81.352) in most War Department contracts, the delay of a contractor is treated as excusable if it is without fault or negligence on the part of the contractor and is due to "unforeseeable causes beyond his control, including any preference, priority, or allocation order issued by the Government." A possible statutory exemption from liability for delay is also to be found in a clause of Title III of the Second War Powers Act, 1942, reading as follows:

(7) No person shall be held liable for damages or penalties for any default under any contract or order which shall result directly or indirectly from compliance with this subsection (a) or any rule, regulation, or order issued thereunder, notwithstanding that any such rule, regulation, or order shall thereafter be declared by judicial or other competent authority to be invalid.

Nevertheless, a contractor is entitled to the protection of an amendment to his contract to reflect accurately the changes in the production schedule which are made necessary or appropriate by the reduction in allotments. Such changes will be effected promptly by appropriate supplemental agreement (or change order where a change order can effect the necessary adjustment).

(d) *Adjustment of schedules in contracts.* Appropriate adjustment of a contract to conform to reduced schedules made necessary under the Controlled Materials Plan or otherwise may in many cases be made under contract provisions already in effect, if the contract contains such provisions (see, for example, §§ 81.329, 81.329 (a), and 81.351 (c)). Where a contract contains no provision permitting such an adjustment, the chief of the supply service concerned is authorized to amend the contract by supplemental agreement, inserting one or more of the contract articles contained in §§ 81.329, 81.329 (a), and 81.351 (c) so as to provide in the contract itself authority for the making of any later adjustments made necessary by changes in the CMP allotments (see § 81.1233).

(e) *Upward adjustment of price.* Where a reduction in allotments so changes or interrupts the contractor's operations as substantially to increase the unit costs of any of the items produced, an equitable adjustment in the contract price in addition to a modification of the production schedule is also authorized to be made, either under an appropriate contract provision providing such an adjustment or by supplemental agreement (see § 81.1233).

(f) *Downward adjustment of price.* In cases where production schedules are to be stepped up as a result of a speedier flow of materials under a CMP allotment, the contract will be appropriately amended to accomplish this result. Where an increase in allotment so accelerates the contractor's operations as to produce a substantial saving in unit costs, contracting officers will, where possible, negotiate a reduction in unit price in connection therewith (see § 81.1251 (b)).

§ 81.1141 *Allotment of materials for new contracts.* Under the Controlled Materials Plan, it is essential that each new contract let be accompanied by a sufficient allotment of material to enable the contractor to enter into production as called for under the contract. Consequently, before a contract is let or a letter contract or letter of intent executed, contracting officers should coordinate with CMP officers to make sure that controlled materials are expected to be available in the quantity required, and that each contractor is asked to submit an estimate of the controlled materials required along with his proposal or bid. Upon the execution of a contract, arrangement should be made with CMP officers to issue allotments as required to meet the production schedules of the contract.

RENEGOTIATION AND PRICE ADJUSTMENT

Renegotiation Statute and Exemptions

Paragraph (c) (5) and paragraph (h) are added to § 81.1204 as follows:

§ 81.1204 *Exemptions from statutory renegotiation.* * * *

(c) *Contracts with governmental agencies.* * * *

(5) With respect to contracts with War Supplies Limited see § 81.509 (h).

(h) *Exemptions where profits can be determined with reasonable certainty when contract price established.* Pursuant to paragraph (i) (2) (ii) of section 403, as amended, and the delegation to him from the Secretary of War, dated November 4, 1942, the Under Secretary of War has determined that the profits under the following classes and types of contracts and subcontracts can be determined with reasonable certainty when the contract price is established and has therefore exempted them from all of the provisions of section 403, as amended.

(1) Contracts and subcontracts for the purchase or lease of any interest in real property.

(2) Contracts and subcontracts for any of the following commodities; fresh or frozen fruits; fresh or frozen vegetables; butter (except canned); cheese (except processed canned); ice cream; fresh fluid milk; fresh fluid cream; poultry (except canned); fresh, smoked or processed meats, and offals (except canned); lard and lard substitutes; fresh, frozen, salted or smoked fish and sea foods (except canned); bread and other bakery products; potato chips; compressed yeast; shell eggs; margarine; and any other perishable foods which the Quartermaster General may specify from time to time. The Quartermaster General is authorized to interpret this exemption and to determine the commodities within its terms, and to amend such interpretations and determinations. Such interpretations, determinations or amendments shall be conclusive for all purposes but shall become effective only upon publication in the procurement regulations (see § 81.1292).

(3) Contracts and subcontracts with public utilities to furnish gas or electric energy or with common carriers to furnish transportation, when made in either case at published rates or charges, fixed, approved or subject to regulation by a public regulatory body; and contracts and subcontracts for commodities, the minimum price for the sale of which has been fixed by a public regulatory body.

All of the foregoing exemptions apply to contracts and subcontracts of the specified classes and types, whether heretofore or hereafter made or performed, and whether or not they contain renegotiation provisions pursuant to section 403, as amended.

Appendix

Section 81.1292 is added as follows:

§ 81.1292 *Determination of perishable commodities exempt from renegotiation.* Pursuant to § 81.1204 (h) (2) the Quartermaster General has determined that

the following commodities are within the exemption from section 403, as amended, conferred by that paragraph:

FRESH FRUITS	
Apples.	Berries (blue & black).
Bananas.	Cherries.
Cantaloupes.	Grapes.
Cranberries.	Honeydew melons.
Grapefruit.	Limes.
Lemons.	Pears.
Oranges.	Plums.
Peaches.	Tangerines.
Strawberries.	Other miscellaneous
Watermelons.	fresh fruits.
Apricots.	

FRESH VEGETABLES	
Asparagus.	Caulliflower.
Beans, string.	Cucumbers.
Broccoli.	Endive (chicory).
Corn.	Kale.
Egg Plant.	Onions, green.
Greens (collards, etc.).	Parsley.
Lettuce.	Peas.
Onions, dry.	Potatoes, Irish.
Parsnips.	Radishes.
Peppers, green.	Squash.
Potatoes, sweet.	Turnips and
Spinach.	rutabagas.
Tomatoes.	Rhubarb.
Mushrooms.	Other miscellaneous
Beans, lima.	fresh vegetables.
Beets.	

DAIRY PRODUCTS	
Butter (except canned).	
Ice cream.	
Fresh fluid cream.	
Cheese (except processed canned).	
Fresh fluid milk.	

POULTRY	
Chicken (except canned).	
Other Poultry (except canned).	
Turkey (except canned).	

MEATS	
Beef (except canned).	
Lamb and Mutton (except canned).	
Smoked or processed meats (except lard	
canned).	
Lard substitutes.	
Pork (except canned).	
Veal (except canned).	
Offals (except canned).	

FISH AND SEA FOODS	
Fresh or frozen.	
Salted or smoked (except canned).	

FROZEN VEGETABLES	
FROZEN FRUITS	
BREAD AND OTHER BAKERY PRODUCTS	
POTATO CHIPS	
COMPRESSED YEAST	
SHELL EGGS	
MARGARINE	
FORMS OF CONTRACTS	

In the list of contracts in the introductory paragraph preceding § 81.1301 War Department Contract Forms 14 to 17, inclusive, are added in proper sequence as follows:

War Department Contract Form No.	Description	Section
14	Government-Owned Equipment Rental Agreement	81.1314
15	Negotiated Electric Service Contract	81.1315
16	Lump Sum Contract for Architect-Engineer Services (With Optional Supervision)	81.1316
17	Government's Order and Contractor's Acceptance (W. D. Forms Nos. 47 and 47-a)	81.1317

Articles 2 and 3 of § 81.1301 are amended as follows:

§ 81.1301 *W. D. Contract Form No. 1.*

ART. 2 *Changes.* Where the supplies to be furnished are to be furnished are to be specially manufactured in accordance with drawings and specifications, the Contracting Officer may at any time, by a written order, and without notice to the sureties, make changes in the drawings or specifications. Changes as to shipment and packing of all supplies may also be made as above provided. If such changes cause an increase or decrease in the amount due under this contract, or in the time required for its performance, an equitable adjustment 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: *Provided, however,* That the Contracting Officer, if he determines that the facts justify such action, may receive and consider, and with the approval of the Secretary of War or his duly authorized representative, adjust any such claim asserted at any time prior to the date of final settlement of the contract. If the parties fail to agree upon the adjustment to be made the dispute shall be determined as provided in Article 11 hereof. But nothing provided in this article shall excuse the Contractor from proceeding with the contract as changed.

[NOTE: For alternative form of this article see Procurement Regulations 3, paragraph 329-A (§ 81.329a).]

ART. 3 *Extras.* Except as otherwise herein provided, no charge for extras will be allowed unless the same have been ordered in writing by the Contracting Officer and the price stated in such order.

Section 81.1303 is amended as follows:
§ 81.1303 *W. D. Contract Form No. 3.*

ART. II. *Cost of the Work.* * * *
k.-n. (Insert a. to d. of [§365.2] (par. (b), § 81.365)).

o. Payments from his own funds made by the Contractor under the Social Security Act, and any disbursements required by law, which the Contractor may be required on account of this contract to pay on or for any plant, equipment, process, organization, materials, supplies, or personnel; and, if approved in writing by the Contracting Officer in advance, permit and license fees and royalties on patents used, including those owned by the Contractor.

p. If the Contractor and/or his representative shall be required to travel, the Government will reimburse the Contractor for the transportation, including Pullman where necessary, and will allow for such travel Six Dollars (\$6.00) per day in lieu of all other expenses. Transportation by automobile on such required travel shall be reimbursed at the rate of Five Cents (\$.05) per mile as representing the actual cost of such transportation.

All travel shall be either authorized or approved in writing by the Contracting Officer. Should the Contractor, or any representative thereof, remain in a travel status in excess of six (6) days at any one time, not including the time consumed in travel, the cost for such excess travel status shall be at the expense of the Contractor, unless otherwise ordered in writing by the Contracting Officer.

q. When specifically approved in advance by the Contracting Officer, a reasonable allowance for work done in the Contractor's general offices exclusively for and directly chargeable to the work.

r. Disbursements incident to payment of pay rolls, including but not limited to the cost of disbursing cash, necessary guards, cashiers, and paymasters. If payments to employees are made by check, facilities for cashing checks must be provided without expense to employees, and the Contractor shall be reimbursed therefor.

s. Such other items not expressly excluded by other provisions of this contract as should, in the opinion of the Contracting Officer, be included in the cost of the work. When such an item is allowed by the Contracting Officer, it shall be specifically certified as being allowed under this Subsection.

t. All expenditures for which reimbursement has not been made pursuant to Letter Contract dated -----, a copy of which is attached hereto. Such Letter Contract is hereby merged and superseded by this contract. This Subsection t. shall be deemed to be included herein if and only if this contract is preceded by a Letter Contract.

GENERAL	
7.	* * *
b.	Insert [§ 365.1] (§ 81.365 (a)).
13.	Insert [§ 365.3] (§ 81.365 (a)).

Section 81.1304 is amended as follows:

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

ART. I-B. *Statement of architect-engineer services.* * * *

f. When preliminary drawings are approved in writing by the Contracting Officer, prepare final designs, detailed working drawings and specifications in accordance with Government standards necessary for the effective coordination and efficient execution of the construction work and revise such drawings and specifications if necessary. Unless otherwise directed or authorized by the Contracting Officer, drawings will be prepared in pencil on tracing paper or pencil tracing cloth of approved quality by such methods and of such quality of workmanship as will permit the revision of such drawings for record purposes and the making of satisfactory reproductions thereof. Drawings shall be prepared in ink on linen only where satisfac-

¹ This contract will bear same date as letter contract.

tory results cannot be obtained otherwise. Prepare copies of the specifications and sets of full size copies of working drawings in such manner and in such numbers as the Contracting Officer may require.

ART. II-A. Services to be furnished by architect-engineer.

e. Upon termination or completion of this contract, as determined by the Contracting Officer, and before final payment of the fixed-fee, the Architect-Engineer shall:

(1) Prepare record drawings to show construction as actually accomplished. These record drawings shall be prepared by correcting drawings as prepared for construction purposes or, where construction drawings cannot be satisfactorily revised for record purposes, by preparation of appropriate new drawings.

ART. III-E. Reimbursement for expenditures.

e.-h. (Insert a. to d. of [365.2] (par. (b), § 81.365))

i. Subcontracts, when approved by the Contracting Officer. Unless otherwise expressly provided for in this contract, subcontracting of any services covered by this contract shall be subject to a decrease in the fixed fee by an equitable adjustment on the basis of the decrease in services due to such subcontracting.

j. Temporary rights in land required in connection with the work and services hereunder, when approved in writing by the Contracting Officer.

k. Expenditures made by the Architect-Engineer under the provisions of Article III-C and III-F of this contract.

l. Such other items as should in the opinion of the Contracting Officer, be included in the cost of the work, provided that when such items are allowed by the Contracting Officer, they shall be specifically certified as being allowed under this subsection.

m. All expenditures for which reimbursement has not been made pursuant to Letter Contract dated _____, a copy of which is attached hereto. Such Letter Contract is hereby merged and superseded by this contract. This subparagraph m shall be deemed to be included herein if and only if this contract is preceded by a Letter Contract.

n. Rental for equipment owned and furnished by the Architect-Engineer, subject to such rental rates, terms and conditions as may be approved by the Contracting Officer: Provided, That the necessity for the use of such equipment is approved in advance by the Contracting Officer: And provided further, That such equipment shall not be subject to recapture.

o. Rental paid by the Architect-Engineer for third-party-owned motor propelled vehicles. Each agreement for the rental of such equipment shall be in a form prescribed by the Contracting Officer, shall be subject to his approval and shall include provisions (1) that title to such equipment free of all liens and encumbrances shall vest in the Government when and if the total

rental paid and/or accrued to the lessor for any item of equipment shall equal the approved value thereof plus one per cent (1%) of the approved value per month for each contract month or fraction thereof such piece of equipment shall have been in use, and that on demand the lessor will deliver to the Contracting Officer such evidences of title as he shall demand; and (2) that at any time prior to termination of such rental agreement, the Government may at its option purchase any piece of equipment by paying the lessor the difference between the valuation of such piece of equipment plus one per cent (1%) of the approved value per month for each contract month or part thereof such piece of equipment shall have been in use, and the total rental theretofore paid for such piece of equipment: Provided, however, That either of such provisions may be omitted from such rental agreements if the omission is approved by the Chief of the Supply Service.

p. Fees for necessary permits and licenses under subparagraph d of Article I-B hereof.

q. Reimbursement under this Article shall include all actual expenditures directly chargeable to the work and services provided herein performed at the Architect-Engineer's home office, its field office, or elsewhere.

3. (Insert [359] (§ 81.359))
4. No salary, wages or like compensation of the Architect-Engineer, partners or corporate officers of the Architect-Engineer's organization and no salary, wages or like compensation of the resident manager referred to in Article I-B shall be included in the cost of the work; nor shall any interest on capital employed or on borrowed money be included in the cost of the work.

ART. III-T. Accident prevention. (Insert [363] (§ 81.363))

ART. III-U. Insurance. (Insert [365.3] (par. (c), § 81.365))

ART. III-V. Renegotiation. * * *

ART. III-W. Approval required. * * *

ART. III-X. Definitions. * * *

ART. III-Y. Alterations. * * *

Section 81.1311 is rescinded and a new § 81.1311 is substituted therefor as follows:

§ 81.1311 W. D. Contract Form No. 11.

Contract No. _____
CONTRACT
(SUPPLIES)

WAR DEPARTMENT
AND

DEFENSE SUPPLIES CORPORATION
(A Subsidiary of Reconstruction Finance Corporation)

Contract for:
Amount:
Location:
Payment: To be made by _____
U. S. Army, at _____

The supplies and services to be obtained by the instrument are authorized by, are for the purposes set forth in, and are chargeable to the following allotment, the available balances of which are sufficient to cover the cost of the same: _____

This contract is authorized by the following laws: _____

CONTRACT FOR SUPPLIES

This contract, entered into this ____ day of _____, 19____, by the United States of America (hereinafter called the Government), represented by the Contracting Officer executing this contract, and Defense Supplies

Corporation (hereinafter called the Contractor), a corporation organized pursuant to section 5 (d) of the Reconstruction Finance Corporation Act, as amended, with its principal office in Washington, D. C., witnesseth that the parties agree as follows:

ARTICLE 1. Scope of this Contract. (Insert [320.1] (Art. 1, § 81.1301))

ART. 2. Changes. (Insert [320.2] (Art. 2, § 81.1301))

ART. 3. Extras. (Insert [320.3] (Art. 3, § 81.1301))

ART. 4. Inspection. (Insert [320.4] (Art. 4, § 81.1301))

ART. 5. Delays—damages. (Insert [320.5] (§ 81.352))

ART. 6. Responsibility for supplies tendered. (Insert [320.6] (Art. 6, § 81.1301))

ART. 7. Increase or decrease. (Insert [320.7] (Art. 7, § 81.1301))

ART. 8. Payments. (Insert [320.8] (Art. 8, § 81.1301))

ART. 9. Officials not to benefit. (Insert [322] (§ 81.322))

ART. 10. Covenant against contingent fees. (Insert [323] (§ 81.323))

ART. 11. Disputes. (Insert [323] (§ 81.326))

ART. 12. Termination for convenience of the government. (Insert [324] (§ 81.324))

ART. 13. Notice of shipments. (Insert [323] (§ 81.323))

ART. 14. Subcontractor. (Insert [323.18] (Art. 13, § 81.1313))

ART. 15. Anti-discrimination. (Insert [325] (§ 81.323))

ART. 16. Convict labor. (Insert [325] (§ 81.345))

ART. 17. Definitions. (Insert [320.22] (Art. 22, § 81.1301))

ART. 18. Alterations. (Insert [320.23] (Art. 23, § 81.1301))

In witness whereof, the parties hereto have executed this contract as of the day and year first above written.

United States of America

By _____
(Official Title)

Two Witnesses: _____
(Contractor)

_____ (Address)

By _____
(Business Address)

_____ (Address)

Section 81.1312 is amended as follows:

§ 81.1312 W. D. Contract Form No. 12.

ART. III. Statement of architect-engineer services. * * *

j. When preliminary drawings are approved in writing by the Contracting Officer, prepare final designs, detailed working drawings and specifications in accordance with Government standards necessary for the effective coordination and efficient execution of the construction work and revise such drawings and specifications if necessary. Unless otherwise directed or authorized by the Contracting Officer, drawings will be prepared in pencil on tracing paper or pencil tracing cloth of approved quality by such methods and of such quality of workmanship as will permit the revision of such drawings for record purposes and the making of satisfactory reproductions thereof. Drawings shall be prepared in ink on linen only where satisfactory results cannot be obtained otherwise. Prepare copies of the specifications and sets of full size copies of working drawings in such manner and in such numbers as the Contracting Officer may require. There shall be included in the specifications all provisions

* This contract will bear same date as letter contract.

which the Contracting Officer may direct to have incorporated therein relating to the awarding of the construction contracts, contemplated by Section 2 of Article II, conditions under which the work shall be done, including a provision that the contractors (lump sum and unit price contractors and lump sum subcontractors) and all persons employed directly or indirectly under such construction contracts, will utilize the hospital and first-aid facilities furnished by the A-E-M, and any special provisions required by statute or existing War Department regulations or instructions.

1. Upon termination or prior to completion of this contract, as determined by the Contracting Officer, and before final payment of the fixed-fee, the A-E-M shall:

(1) Prepare record drawings to show construction as actually accomplished. These record drawings shall be prepared by correcting drawings as prepared for construction purposes or, where construction drawings cannot be satisfactorily revised for record purposes, by preparation of appropriate new drawings. All such drawings shall be prepared in pencil on tracing paper or pencil tracing cloth of approved quality unless otherwise directed or authorized by the Contracting Officer. Drawings shall be prepared in ink on linen only where satisfactory results cannot be obtained otherwise.

ART. XI. *Cost of the work.* * * *
k-n. (Insert a. to d. of [§ 365.2] (par. (b), § 81.365))

o. Payments from his own funds made by the A-E-M under the Social Security Act, and any disbursements required by law which the A-E-M may be required on account of this contract to pay on or for any plant, equipment, process, organization, materials, supplies, or personnel; and, if approved in writing by the Contracting Officer in advance, permit and license fees and royalties on patents used including those owned by the A-E-M.

p. (1) If the A-E-M, or any representative thereof, shall be required to travel, the Government will reimburse the A-E-M for the Transportation, including Pullman where necessary and will allow for such travel Six Dollars (\$6.00) per day in lieu of all other expenses. Transportation by automobile on such required travel shall be reimbursed at the rate of Five Cents (\$.05) per mile as representing the actual cost of such transportation.

(2) All travel shall be either authorized or approved in writing by the Contracting Officer. Should the A-E-M, or any representative thereof, remain in a travel status in excess of six (6) days at any one time, not including the time consumed in travel, the cost of such excess travel status shall be at the expense of the A-E-M, unless otherwise ordered in writing by the Contracting Officer.

q. When specifically approved in advance by the Contracting Officer, a reasonable allowance for work covered by Article IV performed in the A-E-M's general offices exclusively for and directly chargeable to the work.

r. Disbursements incident to payment of payrolls, including but not limited to, the cost of disbursing cash, necessary guards, cashiers, and paymasters. If payments to employees are made by check, facilities for cashing checks must be provided without expense to employees, and the A-E-M shall be reimbursed therefor.

s. Expenditures made by the A-E-M under the provisions of Subsection d of Section 1 of Article III and Article X.

t. Such other items not expressly excluded by other provisions of this contract as should, in the opinion of the Contracting Officer, be included in the cost of the work. When such an item is allowed by the Contracting Officer,

it shall be specifically certified as being allowed under this Subsection.

If this contract was preceded by a Letter Contract, the following provision shall be deemed to be included herein:

u. All expenditures for which reimbursement has not been made pursuant to Letter Contract dated _____, a copy of which is attached hereto. Such Letter Contract is hereby merged and superseded by this contract.¹

ART. XV. *Special requirements.*

1. (Insert b. of [§ 365.3] (par. (c), § 81.365))

2. (Insert c. of [§ 365.3] (par. (c), § 81.365))

3. The A-E-M hereby agrees that he will:

a. (Insert [§ 365.6] (par. f, § 81.365))

-b. Procure all necessary permits and licenses; obey and abide by all applicable laws, regulations, ordinances, and other rules of the United States of America, of the State, Territory, or political subdivision thereof wherein the work is done, or of any other duly constituted public authority.

c. Reduce to writing, unless this provision is waived in writing by the Contracting Officer, every contract in excess of two thousand dollars (\$2,000) made by him for the purpose of the work hereunder for services, materials, supplies, machinery, equipment, or for the use thereof; insert therein a provision that such contract is assignable to the Government; make all such contracts in his own name, and not bind nor purport to bind the Government or the Contracting Officer thereunder. No purchase in excess of two thousand dollars (\$2,000) shall be made or placed without the prior approval of the Contracting Officer.

d. Enter into no subcontract for any portion of the construction work except in the form prescribed by the Chief of the Supply Service, with the written approval of the Contracting Officer. Subcontracts are defined as contracts entered into by the A-E-M with others which involve the performance, wholly or in part at the site of the work, of some part of the work described in this contract.

e. The Contracting Officer may require the A-E-M to dismiss from work such employee or employees as the Contracting Officer deems incompetent, careless or insubordinate, or whose continued employment is deemed inimical by the Contracting Officer to the public interest. The A-E-M shall make every reasonable effort in the selection of his employees and in the prosecution of the work under this contract to safeguard plot drawings and schematic drawings furnished him and drawings and specifications, and to prevent the theft or unauthorized use of the same.

f. Immediately upon termination of third-party rental agreements, make all repairs to equipment rented thereunder which are required to be made by the terms of such rental agreements and shall remove such equipment from the site of the work. In cases where such repairs and removal cannot promptly be made, the A-E-M shall notify the Contracting Officer of the reasons for such delay.

ART. XX. *Labor.*

1. (Insert [§ 343] and [§ 343.1] (§ 81.343)).

Article 17 of § 81.1313 is amended as follows:

§ 81.1313 *W. D. Contract Form No. 13.* * * *

ART. 17. *Patent licenses.* The Contractor agrees to, and does hereby, in consideration of the terms and in consideration of payments to be made by the Government under

¹ This contract will bear same date as Letter Contract.

this contract, grant unto the Government a non-exclusive, irrevocable, non-transferable, royalty-free license to make, have made, and use for governmental purposes, and to sell or otherwise dispose of in accordance with law, machines, articles or compositions of matter, embodying any and all inventions made or developed in the course of carrying out the work contemplated by this contract whether patented or unpatented, and to practice or cause to be practiced any methods or processes, whether patented or unpatented, which are developed in carrying out the provisions of this contract; provided that nothing contained in this license or otherwise make available to the Government any invention, method or process, which is not owned or controlled by the Contractor or by the Canadian Government.

Section 81.1316 is amended as follows:

§ 81.1316 *W. D. Contract Form No. 16.* * * *

ART. I-B. *Statement of architect-engineer services.* * * *

5. When preliminary drawings are approved in writing by the Contracting Officer, prepare final designs, detailed working drawings and specifications in accordance with Government standards necessary for the effective coordination and efficient execution of the construction work and revise such drawings and specifications if necessary. All such drawings may be prepared in pencil on tracing paper or pencil tracing cloth of approved quality by such methods and of such quality of workmanship as will permit the making of satisfactory reproductions thereof and the revision of such drawings for record purposes. Prepare and furnish _____ copies of the specifications and _____ sets of full size copies of working drawings; in the event additional copies are required the Government shall pay the cost thereof. There shall be included in the specifications all provisions which the Contracting Officer may direct to have incorporated therein relating to the advertising, negotiating, or awarding of construction contract or contracts, conditions under which the work shall be done, and any special provisions required by statute or existing War Department regulations or instructions.

ART. II-A. *Services to be furnished by architect-engineer.* * * *

8. Upon termination or completion of this contract as determined by the Contracting Officer, and before final payment, the Architect-Engineer shall:

a. Prepare record drawings to show construction as actually accomplished. These record drawings shall be prepared by correcting drawings as prepared for construction purposes or, where construction drawings cannot be satisfactorily revised for record purposes, by preparation of appropriate new drawings. All such new drawings shall be prepared in pencil on tracing paper or pencil tracing cloth of approved quality.

Section 81.1322 is amended as follows:

§ 81.1322 *W. D. Contract Form No. 22.*

WAR DEPARTMENT

Supplemental Contract to Letter Purchase Order No. _____

(Name of service)

ART. 4. At such time as the more formal contract contemplated by Paragraph 2 of the Letter Purchase Order is entered into, a provision will be made for advance payments not to exceed that percentage of the contract price agreed upon under such more formal

contract as shall be deemed necessary by the Contracting Officer in order to provide the Contractor with adequate working capital to carry on the work contemplated by the Letter Purchase Order, as it may be modified or changed: *Provided*, That it is agreed that the Contractor shall continue to pay interest under the provisions of such more formal contract at the rate of two and one-half percent (2½%) per annum on the unliquidated balance of advance payments outstanding, computed in accordance with existing regulations: *And provided*, That if such percentage should exceed fifty percent (50%) of such contract price, or such contract price should exceed five million dollars (\$5,000,000.00) the contract shall be subject to the approval of higher authority in accordance with existing regulations of the War Department, *And provided*, That the terms of such advance payment agreement shall be strictly in accordance with standard provisions now authorized under existing regulations. Such provisions shall treat such advances as may be made hereunder as though they were made pursuant to such more formal contract and shall provide for the liquidation of advances made hereunder accordingly.

Article 4 of § 81.1325 is amended as follows:

§ 81.1325 *W. D. Contract Form No. 25.* * * *

ART. 4. At such time as the more formal contract contemplated by Paragraph 2 of the Letter Purchase Order is entered into, provision will be made for advance payments not to exceed that percentage of the contract price agreed upon under such more formal contract as shall be deemed necessary by the Contracting Officer in order to provide the Contractor with adequate working capital to carry on the work contemplated by the Letter Purchase Order, as it may be modified or changed: *Provided*, That if such percentage should exceed fifty percent (50%) of such contract price, or such contract price should exceed five million dollars (\$5,000,000.00) the contract shall be subject to the approval of higher authority in accordance with existing regulations of the War Department: *And provided*, That the terms of such advance payment agreement shall be strictly in accordance with standard provisions now authorized under existing regulations. Such provisions shall treat such advances as may be made hereunder as though they were made pursuant to such more formal contract and shall provide for the liquidation of advances made hereunder accordingly.

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

H. B. LEWIS,
Brigadier General,
Acting The Adjutant General.

[F. R. Doc. 43-7822; Filed, May 18, 1943; 9:46 a. m.]

TITLE 14—CIVIL AVIATION

Chapter I—Civil Aeronautics Board

[Regulations, Serial No. 274]

PART 60—AIR TRAFFIC RULES

TEST FLIGHT IN LESS THAN PRESCRIBED MINIMUM WEATHER CONDITIONS

Test flight within a control zone of aircraft designed for military use when

weather conditions are less than the prescribed minimum.

At a session of the Civil Aeronautics Board held at its office in Washington, D. C., on the 7th day of May, 1943.

The following special Civil Air regulation is made and promulgated to become effective May 7, 1943:

A certificated air-traffic control-tower operator of the Administrator on duty in a radio equipped airport control tower may authorize day flights of aircraft, being tested for military use when weather conditions within a control zone are below the minimums prescribed in § 60.440 of the Civil Air Regulations if air traffic conditions permit and the pilot so requests. During any such flight the pilot need not comply with § 60.3503 and § 60.442 of the Civil Air Regulations. Such flights shall be permitted only after due notice, and at airports designated by the Administrator upon information from the military forces that such testing is required in the conduct of the war.

This regulation shall terminate at the end of the war.

(52 Stat. 984, 1007; 49 U.S.C. 425, 551)

By the Civil Aeronautics Board.

[SEAL] FRED A. TOMES,
Acting Secretary.

[F. R. Doc. 43-7829; Filed, May 19, 1943; 11:47 a. m.]

[Amendment 61-7, Civil Air Regulations]

PART 61—SCHEDULED AIR CARRIER RULES
DEVIATION FROM AIRWAY OR ROUTE AND
MINIMUM ALTITUDE ON VISUAL CONTACT
FLIGHTS

At a session of the Civil Aeronautics Board held at its office in Washington, D. C., on the 7th day of May 1943.

Effective May 7, 1943, Part 61 of the Civil Air Regulations is amended as follows:

1. By amending § 61.731 to read as follows:

§ 61.731 *Deviation from airway.* No scheduled carrier aircraft shall deviate from its prescribed airway or, if there be no airway, from an area between two lines parallel to and 5 miles on either side of the center of the authorized route, except when operating in accordance with instructions issued by a certificated air-traffic control-tower operator or when circumstances render such deviation necessary as a safety measure. Any deviation of more than 25 miles on either side on the center line of the prescribed airway or authorized route shall be explained by the pilot in a written report to the Administrator of Civil Aeronautics. Such report shall be made within 7 days after the completion of the flight.

2. By amending § 61.740 to read as follows:

§ 61.740 *Visual contact flights.*

3. By adding new §§ 61.7400 and 61.7401 to read as follows:

§ 61.7400 *Day.* Except during take-offs and landings, no scheduled air car-

rier aircraft shall be flown at an altitude less than 500 feet above the ground, or within 500 feet of any mountain, hill, or other obstruction to flight except as may be specifically approved by the Administrator.

§ 61.7401 *Night.* No scheduled air carrier aircraft shall be flown at an altitude of less than 1000 feet above the highest obstacle located within a horizontal distance of 5 miles from the center of the course intended to be flown, except during take-offs and landings or when operating in accordance with specific procedures for definite localities approved by the Administrator.

(52 Stat. 984, 1007; 49 U.S.C. 425, 551)

By the Civil Aeronautics Board.

[SEAL] FRED A. TOMES,
Acting Secretary.

[F. R. Doc. 43-7839; Filed, May 19, 1943; 11:47 a. m.]

TITLE 16—COMMERCIAL PRACTICES

Chapter I—Federal Trade Commission

[Docket No. 4729]

PART 3—DIGEST OF CEASE AND DESIST
ORDERS

HOWE AND COMPANY

§ 3.6 (cc) *Advertising falsely or misleadingly—Source or origin—Place:* § 3.66 (L) *Misbranding or mislabeling—Source or origin—Place:* § 3.66 (K 1) *Misbranding or mislabeling—Success, use or standing:* § 3.26 (a) *Using misleading name—Goods—Source or origin—Place.* In connection with offer, etc., in commerce, of respondents' cosmetic preparations, and among other things, as in order set forth, (1) using the word "Hollywood", or any abbreviation or simulation thereof, to designate or describe any product which is not in fact manufactured in Hollywood, California; or otherwise representing, directly or by implication, that any product is manufactured in Hollywood, California, when such is not the fact; or (2) using the words "favorite of the Stars", or any other words of similar import, to designate or describe respondents' products; or otherwise representing, directly or by implication, that respondents' products are recognized by leading motion picture actresses as possessing superior cosmetic properties; prohibited. (Sec. 5, 38 Stat. 719, as amended by sec. 3, 52 Stat. 112; 15 U.S.C., sec. 45b) [Cease and desist order, Howe and Company, Docket 4729, May 6, 1943]

§ 3.6 (c) *Advertising falsely or misleadingly—Composition of goods:* § 3.65 (a 7) *Misbranding or mislabeling—Composition:* § 3.26 (a) *Using misleading name—Goods—Composition.* In connection with offer, etc., in commerce, of respondents' cosmetic preparations, and among other things, as in order set forth, (1) using the word "Carrot" or the words "Carrot Type", or any other word or words of similar import, to designate or describe any product which

does not in fact contain the juice, extract, or other content of carrots; (2) using the word "Avocado" or the words "Avocado Type", or any other word or words of similar import, to designate or describe any product which does not in fact contain the juice, extract, or other content of avocados; (3) using the words "Honey and Almond" or "Honey and Almond Type," or any other words of similar import, to designate or describe any product which does not in fact contain honey and the extract or other content of almonds; or (4) using the words "Turtle Oil" or "Turtle Oil Type", or any other words of similar import, to designate or describe any product which does not in fact contain turtle oil;—prohibited. (Sec. 5, 38 Stat. 719, as amended by sec. 3, 52 Stat. 112; 15 U.S.C., sec. 45b) [Cease and desist order, Howe and Company, Docket 4729, May 6, 1943]

§ 3.6 (c) *Advertising falsely or misleadingly—Composition:* § 3.6 (t) *Advertising falsely or misleadingly—Qualities or properties of product or service:* § 3.6 (x) *Advertising falsely or misleadingly—Results:* § 3.66 (a) (7) *Misbranding or mislabeling—Composition:* § 3.66 (h) *Misbranding or mislabeling—Qualities or properties:* § 3.66 (j) (10) *Misbranding or mislabeling—Results.* In connection with offer, etc., in commerce, of respondents' cosmetic preparations, and among other things, as in order set forth, representing, directly or by implication, (1) that respondents' product designated "Creme Moderne" penetrates the skin; (2) that respondents' product formerly designated "Cleansing Cream, Carrot Type" induces natural lubrication of the skin; (3) that respondents' product formerly designated "Creme Nocturne, Tissue Type" nourishes the skin or tissues, or corrects skin dryness; (4) that respondents' product formerly designated "Creme Nocturne, Avocado Type" supplies vitamins or other nourishment to the skin, stimulates dormant or inactive muscles, or rebuilds tissues; or (5) that any of respondents' products contains ingredients which it does not in fact contain, or that any of such products possesses properties which it does not in fact possess; prohibited. (Sec. 5, 38 Stat. 719, as amended by sec. 3, 52 Stat. 112; 15 U.S.C., sec. 45b) [Cease and desist order, Howe and Company, Docket 4729, May 6, 1943]

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 6th day of May, A. D. 1943.

In the Matter of Phil Howe, David A. Howe, and Joanne B. Howe, Copartners Trading as Howe and Company

This proceeding having been heard by the Federal Trade Commission upon the complaint of the Commission, the answer of respondent Phil Howe, testimony and other evidence in support of and in opposition to the allegations of the complaint taken before a trial examiner of the Commission theretofore

duly designated by it, report of the trial examiner upon the evidence, and briefs in support of and in opposition to the complaint (oral argument not having been requested); and the Commission having made its findings as to the facts and its conclusion that the respondents have violated the provisions of the Federal Trade Commission Act:

It is ordered, That the respondents, Phil Howe, David A. Howe, and Joanne B. Howe, individually and trading as Howe and Company, or trading under any other name, and their agents, representatives and employees, directly or through any corporate or other device, in connection with the offering for sale, sale and distribution of respondents' cosmetic preparations in commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from:

1. Using the word "Hollywood," or any abbreviation or simulation thereof, to designate or describe any product which is not in fact manufactured in Hollywood, California; or otherwise representing, directly or by implication, that any product is manufactured in Hollywood, California, when such is not the fact.

2. Using the words "favorite of the Stars," or any other words of similar import, to designate or describe respondents' products; or otherwise representing, directly or by implication, that respondents' products are recognized by leading motion picture actresses as possessing superior cosmetic properties.

It is further ordered, That respondent Phil Howe, individually and trading as Howe and Company, or trading under any other name, and his agents, representatives and employees, directly or through any corporate or other device, in connection with the offering for sale, sale and distribution of respondents' cosmetic preparations in commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from:

3. Using the word "Carrot" or the words "Carrot Type," or any other word or words of similar import, to designate or describe any product which does not in fact contain the juice, extract, or other content of carrots.

4. Using the word "Avocado" or the words "Avocado Type," or any other word or words of similar import, to designate or describe any product which does not in fact contain the juice, extract, or other content of avocados.

5. Using the words "Honey and Almond" or "Honey and Almond Type," or any other words of similar import, to designate or describe any product which does not in fact contain honey and the extract or other content of almonds.

6. Using the words "Turtle Oil" or "Turtle Oil Type," or any other words of similar import, to designate or describe any product which does not in fact contain turtle oil.

7. Representing, directly or by implication, that respondents' product designated "Creme Moderne" penetrates the skin.

8. Representing, directly or by implication, that respondents' product formerly designated "Cleansing Cream, Carrot Type" induces natural lubrication of the skin.

9. Representing, directly or by implication, that respondents' product formerly designated "Creme Nocturne, Tissue Type" nourishes the skin or tissues, or corrects skin dryness.

10. Representing, directly or by implication, that respondents' product formerly designated "Creme Nocturne, Avocado Type" supplies vitamins or other nourishment to the skin, stimulates dormant or inactive muscles, or rebuilds tissues.

11. Representing, directly or by implication, that any of respondents' products contains ingredients which it does not in fact contain, or that any of such products possesses properties which it does not in fact possess.

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

By the Commission.

[SEAL]

OTIS B. JOHNSON,
Secretary.

[F. R. Doc. 43-7933; Filed, May 19, 1943; 11:49 a. m.]

[Docket No. 4923]

PART 3—DIGEST OF CEASE AND DESIST ORDERS

M'NEIL DRUG COMPANY, INC. ET AL.

§ 3.6 (a) (10) *Advertising falsely or misleadingly—Comparative data or merits:* § 3.6 (t) *Advertising falsely or misleadingly—Qualities or properties of product or service:* § 3.6 (x) *Advertising falsely or misleadingly—Results:* § 3.6 (ff) (10) *Advertising falsely or misleadingly—Unique nature or advantages:* § 3.71 (e) *Neglecting, unfairly or deceptively, to make material disclosure—Safety.* In connection with offer, etc., of "Magic Remedy", "McNeil's Magic Remedy", or "McNeil's Magic Remedy Brand", or any other similar medicinal preparation, disseminating, etc., any advertisement by means of the United States mails, or by any means in commerce, which advertisement represents, directly or through inference, that said preparation (1) is a cure or remedy for rheumatism, neuritis, lumbago, gout, glandular swellings, backache, or pain in the bones, muscles, or legs; constitutes a competent or effective treatment for any of such diseases or conditions or has any therapeutic value in alleviating any pain associated with such conditions in excess of that afforded by a mild analgesic,

which will reduce the perception of minor pains but not significantly influence the more severe pains arising out of any such conditions; (2) has any value in straightening out limbs drawn out of shape by rheumatism; (3) can accomplish any beneficial results which cannot be accomplished through the use of other medicinal preparations or by treatment by members of the medical profession; (4) will stimulate the entire glandular system or have any significant stimulating effect upon the kidneys or liver; (5) will purify the blood, remove uric acid or other impurities from the blood, or make the blood rich and healthy; or (6) has any significant value as a tonic or that the use thereof will build up resistance to weather conditions, build strength and vigor, drive out disease, or assure good health; or which advertisement (7) fails to reveal that respondents' preparation should not be used in case of nausea, vomiting, abdominal pains, or other symptoms of appendicitis or that it should not be used by persons suffering from goiter or either active or arrested tuberculosis; prohibited, subject to the provision, however, as respects said last named prohibition, that if the directions for use, wherever they appear, on the label, in the labeling, or both on the label and in the labeling, contain a warning of the potential dangers in the use of said preparation as hereinabove set forth, such advertisements need contain only the cautionary statement, "CAUTION: Use only as directed." (Sec. 5, 38 Stat. 719, as amended by sec. 3, 52 Stat. 112; 15 U.S.C., sec. 45b) [Cease and desist order, McNeil Drug Company, Inc., et al., Docket 4923, May 6, 1943]

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 6th day of May, A. D. 1943.

In the Matter of McNeil Drug Company, Inc., a Corporation, and Associated Advertising Agency, Inc., a Corporation

This proceeding having been heard by the Federal Trade Commission upon the complaint of the Commission and the answer of the respondents, in which answer respondents admitted all the material allegations set forth in said complaint and waived all intervening procedure and further hearing as to said facts, except that respondents deny that the use of the word "Magic" is misleading or deceptive; and the Commission having made its findings as to the facts and its conclusion that said respondents have violated the provisions of the Federal Trade Commission Act:

It is ordered, That the respondents, McNeil Drug Company, Inc., a corporation, and Associated Advertising Agency, Inc., a corporation, and their respective officers, representatives, agents, and employees, directly or through any corporate or other device in connection with the offering for sale, sale, or distribution of the medicinal preparation sold and distributed by respondent McNeil Drug Company, Inc., which is variously described and desig-

nated as "Magic Remedy," "McNeil's Magic Remedy," or "McNeil's Magic Remedy Brand," or any other medicinal preparation of substantially similar composition or possessing substantially similar properties, whether sold under the same names or under any other name or names, do forthwith cease and desist from:

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

a. That said preparation is a cure or remedy for rheumatism, neuritis, lumbago, gout, glandular swellings, backache, or pain in the bones, muscles, or legs; that it constitutes a competent or effective treatment for any of such diseases or conditions or that it has any therapeutic value in alleviating any pain associated with such conditions in excess of that afforded by a mild analgesic, which will reduce the perception of minor pains but not significantly influence the more severe pains arising out of any such conditions.

b. That said preparation has any value in straightening out limbs drawn out of shape by rheumatism.

c. That said preparation can accomplish any beneficial results which cannot be accomplished through the use of other medicinal preparations or by treatment by members of the medical profession.

d. That said preparation will stimulate the entire glandular system or have any significant stimulating effect upon the kidneys or liver.

e. That said preparation will purify the blood, remove uric acid or other impurities from the blood, or make the blood rich and healthy.

f. That said preparation has any significant value as a tonic or that the use of said preparation will build up resistance to weather conditions, build strength and vigor, drive out disease, or assure good health.

2. Disseminating or causing to be disseminated any advertisement by means of the United States mails or by any means in commerce as "commerce" is defined in the Federal Trade Commission Act which advertisement fails to reveal that respondents' preparation should not be used in cases of nausea, vomiting, abdominal pains, or other symptoms of appendicitis or that it should not be used by persons suffering from goiter or either active or arrested tuberculosis; *Provided, however,* That if the directions for use, wherever they appear, on the label, in the labeling, or both on the label and in the labeling, contain a warning of the potential dangers in the use of said preparation as hereinabove set forth, such advertisements need contain only the cautionary statement, "CAUTION: Use only as directed."

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

in which they have complied with this order.

By the Commission.

[SEAL]

OTIS B. JOHNSON,
Secretary.

[F. R. Doc. 43-7832; Filed, May 19, 1943; 11:49 a. m.]

TITLE 24—HOUSING CREDIT

Chapter IV—Home Owners' Loan Corporation

[Bulletin 197]

PART 402—LOAN SERVICE

SUSPENSION OF TAX AND INSURANCE ACCRUAL

Section 402.11-3 (6 F.R. 5636) is hereby amended by inserting a new paragraph designated (e) immediately following paragraph (d), which shall read as follows:

§ 402.11-3 *Suspension of tax and insurance accrual.* * * *

(e) The Regional Manager, with the advice of the Regional Counsel, may suspend accruals for taxes and insurance premiums in cases where home owners have leased their property to the Government. Such suspensions shall not be subject to the provisions contained in § 402.11-4, but shall be processed as provided in § 402.11-4.1.

Section 402.11-4.1 is hereby adopted, to be inserted immediately following § 402.11-4, which shall read as follows:

§ 402.11-4.1 *Suspension of tax and insurance accruals, as provided in § 402.11-3 (e).* When accruals for taxes and insurance premiums are being suspended under authority contained in § 402.11-3 (e), any funds accumulated in the home owner's Tax and Insurance Account may be credited to his loan or sales account by the use of Form 197.

The Control Supervisor shall inform the home owner by means of a letter, approved as to form by the Regional Manager and Regional Counsel, of the suspension of the Tax and Insurance Account and the manner in which taxes will be paid and insurance coverage obtained during the period that the account is suspended. Copies of such letters, with copies of Form 197, shall be forward to the Tax and Insurance Sections. During the period of suspension, the account shall be governed by the applicable provisions of the regulations controlling accounts on which no Tax and Insurance Account has been established.

Effective May 15, 1943.

(Secs. 4 (a), 4 (k), 48 Stat. 129, 132, as amended by section 13, 48 Stat. 647; 12 U.S.C. 1463 (a), (k), E.O. 9070, 7 F.R. 1529)

[SEAL]

J. FRANCIS MOORE,
Secretary.

[F. R. Doc. 43-7805; Filed, May 18, 1943; 2:16 p. m.]

TITLE 30—MINERAL RESOURCES
Chapter III—Bituminous Coal Division
[Docket No. A-1697]

PART 322—MINIMUM PRICE SCHEDULE, DISTRICT No. 2
ORDER GRANTING RELIEF

Correction

The following supplement should be inserted at the end of the document which appeared on page 5139 of the issue for April 20, 1943:

PERMANENT SUPPLEMENT FOR DISTRICT No. 2
FOR TRUCK SHIPMENTS

NOTE: The material contained in this supplement is to be read in the light of the classifications, prices, instructions, exceptions and other provisions contained in Part 322, Minimum Price Schedule for District No. 2 and supplements thereto.

§ 322.23 General prices—Supplement T
(Prices in cents per net ton for shipment into all market areas)

Code member index	Mine index No.	Mine	Seam	Base sizes														
				Lump over 4"	Lump 4"	Lump 3"	Lump 2"	Egg 2" x 4"	Stove 1" x 4"	Pea 3/4" x 1 1/4"	Run of mine	2" N/S	1 1/4" slack	3/4" slack				
				1	2	3	4	5	6	7	8	9	10	11				
ARMSTRONG COUNTY																		
Corbett, David L.	707	Corbett	U. Kittanning	300	290	280	260	255	250	250	250	210	205	195				
Frazer, David G.	709	Binkerd	U. Freeport	300	290	280	260	255	250	250	250	210	205	195				
Walker, James E.	1709	Walker	U. Freeport	300	290	280	260	255	250	250	250	210	205	195				

[Docket No. A-1720]

PART 322—MINIMUM PRICE SCHEDULE, DISTRICT No. 2
ORDER GRANTING RELIEF

Correction

The following supplement should be inserted at the end of the document which appeared on page 5138 of the issue for April 20, 1943:

PERMANENT SUPPLEMENT FOR DISTRICT No. 2
FOR TRUCK SHIPMENTS

NOTE: The material contained in this permanent supplement is to be read in the light of the classifications, prices, instructions, exceptions, and other provisions contained in Part 322, Minimum Price Schedule for District No. 2 and supplements thereto.

§ 322.23 General prices—Supplement T
(Prices in cents per net ton for shipment into all market areas)

Code member index	Mine index No.	Mine	Seam	Base sizes														
				Lump over 4"	Lump 4"	Lump 3"	Lump 2"	Egg 2" x 4"	Stove 1" x 4"	Pea 3/4" x 1 1/4"	Run of mine	2" N/S	1 1/4" slack	3/4" slack				
				1	2	3	4	5	6	7	8	9	10	11				
BUTLER COUNTY																		
Hindman Coal Co.	858	Kenedy	Cannel	500	500	350	340	320	310	300	290	280	230	215				
Ritenour, O. N.	923	O. N. Ritenour	Cannel	500	500	350	340	320	310	300	290	280	230	215				
Stadnik Coal Co. (Louis Stadnik)	934	Stadnik Coal Co.	Cannel	500	500	350	340	320	310	300	290	280	230	215				
Taylor Coal Co. (H. L. Taylor)	1623	N. Wash. Cannel	Cannel	500	500	350	340	320	310	300	290	280	230	215				

[Docket No. A-1957]

PART 327—MINIMUM PRICE SCHEDULE,
DISTRICT No. 7

ORDER GRANTING RELIEF

Order granting temporary relief and conditionally providing for final relief in the matter of the petition of District Board No. 7 for the establishment of price classifications and minimum prices for the coals of certain mines in District No. 7.

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

It appearing that a reasonable showing of necessity has been made for the granting of temporary relief in the manner hereinafter set forth; and

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

The following action being deemed necessary in order to effectuate the purposes of the Act;

It is ordered, That, pending final disposition of the above-entitled matter, temporary relief is granted as follows: Commencing forthwith § 327.11 (*Low volatile coals: Alphabetical list of code members*) is amended by adding thereto Supplement R, and § 327.34 (*General prices in cents per net ton for shipment into any market area*) is amended by adding thereto Supplement T, which supplements are hereinafter set forth and hereby made a part hereof.

It is further ordered, That pleadings in opposition to the original petition in the above-entitled matter and applications to stay, terminate or modify the temporary relief herein granted may be filed with the Division within forty-five (45) days from the date of this order, pursuant to the rules and regulations governing practice and procedure before the Bituminous Coal Division in proceedings instituted pursuant to section 4 II (d) of the Bituminous Coal Act of 1937.

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

Dated: April 27, 1943.

[SEAL]

DAN H. WHEELER,
Director.

TEMPORARY AND CONDITIONALLY FINAL EFFECTIVE MINIMUM PRICES FOR DISTRICT No. 7

NOTE: The material contained in these supplements is to be read in the light of the classifications, prices, instructions, exceptions and other provisions contained in Part 327, Minimum Price Schedule for District No. 7 and supplements thereto.

FOR ALL SHIPMENTS EXCEPT TRUCK

§ 327.11 Low volatile coals: Alphabetical list of code members—Supplement R

Alphabetical list of code members having railway loading facilities, showing price classifications by size groups, for all uses except as separately shown

Mine Index No.	Code member	Mine name	Subdistrict No.	Low volatile seam	Shipping point	Railroad	Freight group No.	Price classification by size group No.									
								1	2	3	4	5	6	7	8	9	10
611	Robinette, H. R. (Carry-On Coal Co.)	Taylor No. 1	3	Poca #3	North Fork, W. Va.	N&W	20	B	(0)	(0)	(0)	(0)	B	B	(0)	(0)	(0)

†When shown under a Size Group Number, this symbol indicates no classification effective for this size group.

FOR TRUCK SHIPMENTS

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

Code member index	Mine	Mine Index No.	Subdistrict No.	County	Seam	All Lump or Lower All Egg & Stone		All Nut or Top Size or Smaller		Screened M/R	Straight Mine Run	1/4" Screenings	3/4" Screenings
						1	2	3	4				
Martin-Hines Smokeless Coal Company	Martin	333	1	Greenbrier	Swell	310	270	200	225	210	215	215	

[F. R. Doc. 43-7847; Filed, May 18, 1943; 11:37 a. m.]

[Docket No. A-1942]

PART 334—MINIMUM PRICE SCHEDULE, DISTRICT No. 14

ORDER GRANTING RELIEF

Memorandum opinion and order granting temporary relief and conditionally providing for final relief in the matter of the petition of the Keener Mining Company, code member in District No. 14, for revision of certain price classifications and minimum prices for coals produced from the Keener #3 Mine.

An original petition was duly filed by the above-named party on April 10, 1943, pursuant to section 4 II (d) of the Bituminous Coal Act of 1937, requesting revision of the price classifications and minimum prices for the coals in Size Groups Nos. 4, 6, 7, 8, 9, 10, and 18, produced from the Keener #3 Mine, Mine Index No. 213, of the Keener Mining Company, located in Subdistrict 7 of District No. 14, for shipments by both rail and truck.

Petitioner alleges that the price classifications and minimum prices heretofore established and currently in effect for the coals of its Keener No. 3 Mine, in Size Groups Nos. 4, 6, 7, 8, 9, 10, and 18, do not reflect the relative market values of such coals for the reason that at the time the coals in question were originally

classified and priced in Docket No. A-513, (6 F.R. 6043), petitioner's mine had just begun to develop its slope operations and only 2,365 tons of coal had been produced up to that time which were sold chiefly for use as railroad fuel. However, petitioner further alleges that the slope of its Keener No. 3 mine has now progressed to a distance of 1,200 feet from the outcrop and that the coals currently being produced therefrom are comparable both physically and analytically with the A-Grade coals produced from its Keener No. 1 mine, Mine Index No. 59 and the Gillie Coal Company's No. 5 mine, Mine Index No. 42, which are classified as A-Grade mines in Production Group No. 7 in District No. 14.

In support of its allegation to the effect that the coals of its Keener No. 3 mine are presently comparable to the coals produced from other A-Grade mines in Production Group No. 7 in District No. 14, petitioner for the purpose of comparison, submits an analysis of the lump coals produced from its Keener No. 3 mine and a composite analysis of the lump coals produced from Mine Index Nos. 59 and 42, which mines are classified as A-Grade mines and are located in Production Group No. 7, in District No. 14.

In support of its allegation that the coals produced from its Keener No. 3

mine are comparable in hardness and in physical characteristics to the coals produced from A-Grade mines in Production Group No. 7 in District No. 14, petitioner submits reports of drop-shatter tests conducted upon 8" x 3" egg coals produced from its Keener No. 3 mine and upon similar sized coals produced from Mine Index Nos. 59 and 42, the A-Grade mines referred to above.

No petitions of intervention have been filed with the Division in the above-entitled matter. However, District Board No. 14 has advised the Division that at a meeting of the Board, consideration was given to the petition filed by the Keener Mining Company in this matter and a motion was unanimously passed to the effect that the Board go on record as having no objection to the granting of the relief requested.

From the facts alleged in the original petition in this matter it appears that a reasonable showing of necessity has been made for the granting of temporary relief and that, pending final disposition of this proceeding, interested persons will not be prejudiced by the granting of such temporary relief in the manner herein-after set forth.

Now, therefore, it is ordered, That pending final disposition of the above-entitled matter temporary relief be, and it hereby is, granted as follows: Commencing forthwith \$334.5 (Alphabetical list of code members) is amended by adding thereto Supplement R, and § 334.24 (General prices in cents per net ton for shipment into all market areas) is amended by adding thereto Supplement T, which supplements are herein-after set forth and hereby made a part hereof.

It is further ordered, That the price classifications and minimum prices heretofore established in Docket No. A-513, (6 F.R. 6043), for the coals of the Keener No. 3 Mine, Mine Index No. 213, of the Keener Mining Company, in Size Groups Nos. 4, 6, 7, 8, 9, 10, and 18 for All Shipments Except Truck and for truck shipments be and they hereby are, withdrawn and terminated as of the date of this order.

It is further ordered, That pleadings in opposition to the original petition in the above-entitled matter and applications to stay, terminate or modify the temporary relief herein granted may be filed with the Division within forty-five (45) days from the date of this order, pursuant to the rules and regulations governing practice and procedure before the Bituminous Coal Division in proceedings instituted pursuant to section 4 II (d) of the Bituminous Coal Act of 1937.

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

Dated: April 28, 1943.

[SEAL]

DAN H. WHEELER,
Director.

TEMPORARY AND CONDITIONALLY FINAL EFFECTIVE MINIMUM PRICES FOR DISTRICT No. 14

NOTE: The material contained in these supplements is to be read in the light of the classifications, prices, instructions, exceptions and other provisions contained in Part 334, Minimum Price Schedule for District No. 14 and supplements thereto.

FOR ALL SHIPMENTS EXCEPT TRUCK

§ 334.5 Alphabetical list of code members—Supplement R

[Alphabetical list of code members showing price classification by size group for all uses except railroad locomotive fuel]

Code member	Mine index No.	Mine	Sub-dist. No.	Shipping point	Railroad	Freight origin group No.	Price classification by size group																				
							1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	
Keener Mining Co. % W. T. Graham.	213	Keener #3.	7	Bokoshe, Okla..	FtS&VB; MV..	20	(†)	(†)	(†)	E	(†)	F	F	F	F	G	(*)	(*)	(*)	(*)	(*)	(*)	(*)	(*)	K	(†)	(†)

†When shown under a size group number, this symbol indicates no classification effective for this size group.
*Previously classified for these size groups. No changes requested.

FOR TRUCK SHIPMENTS

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

Code member	Mine index No.	Mine	Subdist. No.	County	Prices and size group Nos.																						
					1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20			
Keener Mining Co., care of W. T. Graham.	213	Keener #3.....	7	LeFlore, Okla...	(†)	(†)	(†)	465	(†)	465	465	465	440	400	(*)	(*)	(*)	(*)	(*)	(*)	(*)	(*)	(*)	(*)	370	(†)	(†)

†When shown under a size group number, this symbol indicates no classification effective for this size group.
*Previously priced for these size groups. No changes requested.

[F. R. Doc. 43-7848; Filed, May 18, 1943; 11:37 a. m.]

[Docket No. A-1936]

PART 343—MINIMUM PRICE SCHEDULE, DISTRICT No. 23

ORDER GRANTING RELIEF

Order granting temporary relief and conditionally providing for final relief in the matter of the petition of District Board No. 23 for the establishment of price classifications and minimum prices for the coals of the Wilkeson Mine, and for other relief.

An original petition, pursuant to section 4 II (d) of the Bituminous Coal Act of 1937, having been duly filed with this Division by the above-named party, requesting the establishment, both temporary and permanent, of price classifications and minimum prices for the coals of the Wilkeson Mine, Mine Index No. 178, of Wilkeson Products Co., in Subdistrict "B" in District No. 23; for the establishment of certain price classifications and minimum prices for the coals in Size Groups 16 and 23, produced from mines in Subdistrict "B" in District No. 23; and for the establishment of certain minimum prices for washed coals in Size Group 24, produced in Subdistrict "B" in District No. 23; and

It appearing that a reasonable showing of necessity has been made for the granting of temporary relief in the manner hereinafter set forth; and

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

The following action being deemed necessary in order to effectuate the purposes of the Act;

It is ordered, That, pending final disposition of the above-entitled matter, temporary relief is granted as follows: Commencing forthwith, § 343.5 (General prices; minimum prices for shipment via rail transportation) is amended by adding thereto Supplement R, and § 343.21 (General prices) is amended by adding thereto Supplement T, which supplements are hereinafter set forth and hereby made a part hereof.

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

filed with the Division within forty-five (45) days from the date of this order, pursuant to the rules and regulations governing practice and procedure before the Bituminous Coal Division in proceedings instituted pursuant to section 4 II (d) of the Bituminous Coal Act of 1937.

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

Dated: April 28, 1943.

[SEAL] DAN H. WHEELER, Director.

TEMPORARY AND CONDITIONALLY FINAL EFFECTIVE MINIMUM PRICES FOR DISTRICT No. 23

NOTE: The material contained in these supplements is to be read in the light of the classifications, prices, instructions, exceptions and other provisions contained in Part 343, Minimum Price Schedule for District No. 23, and supplements thereto.

FOR ALL SHIPMENTS EXCEPT TRUCK

The following price classification and minimum prices shall be inserted in Price Schedule No. 1 for District No. 23:

Insert the following listing in proper alphabetical order under Code Member Price Index:

§ 343.5 General prices; minimum prices for shipment via rail transportation—Supplement R

Producer	Mine	Mine index No.	County	Shipping point	Subdistrict price group	Railroad	Freight origin group No.	Prices, section	
								Rail	Truck
Wilkeson Products Co., The.	Wilkeson....	178	Pierce...	Wilkeson, Wash.	B	NP	11	243.5	243.21

FOR RAIL TRANSPORTATION

Insert under Sub-District "B" the following minimum f. o. b. mine prices in cents per ton for coals in Size Groups 16 and 23 for shipment via rail transportation into the market areas shown:¹

Market areas	Size groups										
	2	3	7	13	16	19	23	21	22	23	24
238.....	450	450	525	450	450	415	415	395	375	375	310
243.....	455	455	530	455	455	415	415	395	375	375	310
1-21, 100-102, 105-112, 118, 125-129, 131, 133-137 and 139-141.....	520	520	520	445	445	410	410	385	360	360	295
22-31, 70, 72, 74, 103, 104, 114-116, 151-157 and 204-212.....	510	510	510	435	435	400	400	375	350	350	285
32-41, 47-50, 52-59, 71, 73, 75-78, 203, 215, 216, 234, 237 (Idaho), 240 and 241.....	505	505	505	430	430	395	395	370	345	345	280
42-46, 200-202, 213, 214, 217, 232, 236 and 244-249.....	515	515	515	440	440	405	405	380	355	355	290
113, 117, 120-124, 130, 132, 142, 143, 145-148 and 159.....	520	520	520	445	445	410	410	385	360	360	300
237 (Washington), 239, 242 and 247-254.....	525	525	525	450	450	415	415	390	365	365	305

NOTE: When coals in Size Group 24 are washed the above prices shall be increased in the amount of 25 cents per net ton.

¹ The minimum prices set forth for coals in size groups other than Size Groups 16 and 23, are the effective minimum prices heretofore established for such coals and are listed herein only for the purpose of convenience.

The coals of the Wilkeson Mine (Mine Index No. 178) of the Wilkeson Products Co., in the respective size groups, shall be subject to the minimum f. o. b. mine prices set forth above for Sub-District "B" for shipment via rail transportation into the designated market areas.

FOR TRUCK TRANSPORTATION

§ 343.21 General prices—Supplement T

Insert under subdistrict "B" for coals in Size Groups 16 and 23 produced from mines in that subdistrict which have heretofore been classified and priced, the following minimum f. o. b. mine prices in cents per net ton for shipment by truck transportation into all market areas:

Size groups	
16	23
475	450

NOTE: When coals in Size Group 24 are washed the above prices shall be increased in the amount of 25 cents per net ton.

Insert under Subdistrict "B" in proper alphabetical order the following code member name, mine name, mine index number, county, and minimum prices:

Code member name	Mine name	Mine index No.	County	Size groups											
				2	3	7	13	16	19	23	21	22	23	24	
Wilkeson Products Co., The.	Wilkeson.....	178	Pierce.....	550	550	550	475	475	440	440	415	415	430	430	355

NOTE: When coals in Size Group 24 are washed the above prices shall be increased in the amount of 25 cents per net ton. NOTE: When truck coal from Sub-District "B" is sold to established retail dealers for storage, or when sold to public institutions and industrial consumers, the above prices may be reduced 25 cents per net ton.

[F. R. Doc. 43-7849; Filed, May 18, 1943; 11:37 a. m.]

TITLE 31—MONEY AND FINANCE: TREASURY

Chapter I—Monetary Offices, Department of the Treasury

[Gen. License 29]

PART 131—GENERAL LICENSES UNDER EXECUTIVE ORDER NO. 8389, APRIL 10, 1940, AS AMENDED, AND REGULATIONS ISSUED PURSUANT THERETO

FOREIGN FUNDS CONTROL: APPLICATION OF CERTAIN GENERAL LICENSES TO GENERAL RULING NO. 6 ACCOUNTS

MAY 18, 1943.

Section 131.29 General License No. 29, is hereby amended to read as follows:

§ 131.29 General License No. 29. The provisions of the following general licenses are hereby made applicable to General Ruling No. 6 accounts:

(a) General License No. 2 only with respect to the payment or reimbursement for normal service charges (as therein defined) other than interest due;

(b) General License No. 4;
(c) General License No. 5 only with respect to the payment of withholding taxes on income derived from securities in General Ruling No. 6 accounts; and
(d) General License No. 27;

Provided, however, That this general license shall not be deemed to authorize the removal of any coupons for collection or otherwise from any General Ruling No. 6 account unless the bonds to which such coupons relate are in such General Ruling No. 6 account.

(Sec. 5 (b), 40 Stat. 415 and 966; sec. 2, 48 Stat. 1; 54 Stat. 179; Pub. Law 354, 77th Cong., 55 Stat. 838; E.O. 8389, April 10, 1940, as amended by E.O. 8785, June 14, 1941, E.O. 8832, July 26, 1941, E.O. 8963, December 9, 1941, and E.O. 8993, December 26, 1941; E.O. 9193, July 6, 1942; Regulations, April 10, 1940, as amended June 14, 1941, and July 26, 1941)

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

[F. R. Doc. 43-7913; Filed, May 19, 1943; 10:40 a. m.]

[Amdt. to Gen. License 53]

PART 131—GENERAL LICENSES UNDER EXECUTIVE ORDER NO. 8389, APRIL 10, 1940, AS AMENDED, AND REGULATIONS ISSUED PURSUANT THERETO

FOREIGN FUNDS CONTROL

MAY 18, 1943.

Section 131.53 General License No. 53, as amended, is hereby amended by substituting a comma for the period at the end of paragraph (d) (3) thereof, and adding the following: "except that with respect to transactions authorized by paragraph (c) hereof, such term shall mean any national of a blocked country who is situated within such area."

(Sec. 5 (b), 40 Stat. 415 and 966; sec. 2, 48 Stat. 1; 54 Stat. 179; Pub. Law 354, 77th Cong., 55 Stat. 838; E.O. 8389, April 10, 1940, as amended by E.O. 8785, June 14, 1941, E.O. 8832, July 26, 1941, E.O. 8963, December 9, 1941, and E.O. 8993, December 26, 1941; E.O. 9193, July 6, 1942; Regulations, April 10, 1940, as amended June 14, 1941, and July 26, 1941)

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

[F. R. Doc. 43-7912; Filed, May 19, 1943; 10:40 a. m.]

APPENDIX A—GENERAL RULINGS UNDER EXECUTIVE ORDER NO. 8389, APRIL 10, 1940, AS AMENDED, AND REGULATIONS ISSUED PURSUANT THERETO

[Amdt. to Gen. Ruling 6]

FOREIGN FUNDS CONTROL

MAY 18, 1943.

General Ruling No. 6 is hereby amended by adding the following paragraph at the end thereof:

(9) Domestic banks maintaining General Ruling No. 6 accounts in which securities, the proceeds of securities, or income derived from securities are held, shall keep detailed records with respect to each such General Ruling No. 6 account which will indicate clearly and accurately the specific security or securities with respect to which each payment or transfer to or from such General Ruling No. 6 account is made, except that the foregoing requirement shall not be applicable to payments or transfers representing service charges.

(Sec. 5 (b), 40 Stat. 415 and 966; sec. 2, 48 Stat. 1; 54 Stat. 179; Pub. Law 354, 77th Cong., 55 Stat. 838; E.O. 8389, April 10, 1940, as amended by E.O. 8785, June 14, 1941, E.O. 8832, July 26, 1941, E.O. 8963, December 9, 1941, and E.O. 8993, December 26, 1941, E.O. 9193, July 6, 1942; Regulations, April 10, 1940, as amended June 14, 1941, and July 26, 1941)

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

[F. R. Doc. 43-7914; Filed, May 19, 1943; 10:40 a. m.]

TITLE 32—NATIONAL DEFENSE

Chapter VI—Selective Service System

[No. 177, as Amended]

APPLICATION BY ALIEN FOR RELIEF FROM
MILITARY SERVICE

ORDER PRESCRIBING FORM

By virtue of the provisions of the Selective Training and Service Act of 1940 (54 Stat. 885, 50 U.S.C., Sup. 301-318, inclusive); E.O. No. 8545, 5 F.R. 3779, E.O. No. 9279, 7 F.R. 10177, and the authority vested in me by the Chairman of the War Manpower Commission in Administrative Order No. 26, 7 F.R. 10512, I hereby prescribe the following change in DSS forms:

Revision of DSS Form 301, entitled "Application by Alien for Relief from Military Service," effective immediately upon the filing hereof with the Division of the Federal Register. Any DSS Form 301 heretofore prescribed may be used when available.

The foregoing revision shall become a part of the Selective Service Regulations effective immediately upon the filing hereof with the Division of the Federal Register.

LEWIS B. HERSHEY,
Director.

MAY 17, 1943.

[F. R. Doc. 43-7922; Filed, May 19, 1943;
11:10 a. m.]

Chapter IX—War Production Board

Subchapter B—Executive Vice Chairman

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

PART 1128—CLOSURES FOR GLASS
CONTAINERS

[Conservation Order M-104, as Amended May
17, 1943]

§ 1128.1 Conservation Order M-104—

(a) *Definitions.* (1) "Closure" means any sealing or covering device affixed or to be affixed to a glass container for the purpose of retaining the contents within the container. The term shall not include bulbs or droppers for medicinal bottles.

(2) "Glass container" means any bottle, jar, or tumbler which is made of glass and which is suitable for packing any product.

(3) "Tinplate" means sheet steel coated with tin, and includes "primes," "seconds," "waste-waste," and all other forms of tinplate except waste.

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

(5) "Blackplate" means any sheet steel, other than tinplate or terneplate, suitable for manufacture into closures, and includes "rejects," "electrolytic waste-waste," and all other forms of blackplate except waste.

(6) "Waste" means:

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

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

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

(iv) Slitter or shear trimmings, or lithographing lay sheets, produced in the ordinary course of manufacturing closures, and purchased or acquired by the closure user before April 10, 1943.

(7) "Rubber," whether a separate sealing ring or incorporated into a closure, means any polyvinyl acetate, or any crude rubber, latex, scrap rubber, reclaimed rubber, or synthetic rubber, as defined by Supplementary Order M-15-b, as amended from time to time.

(8) "Pack," unless particularly specified, means the number of closures used for packing a product during the base period specified.

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

(b) *Restrictions upon manufacture, sale, and delivery of closures.* (1) No person shall sell or deliver any closure made in whole or in part of tinplate, terneplate, blackplate, wire, rubber, or waste, except under a purchase order or contract validated by delivery to such person of a purchaser's certificate, manually signed by the purchaser or an authorized official of the purchaser, in substantially the form attached hereto as Exhibit A (if such closure is not a beverage closure [Schedule IV]) or Exhibit B (if such closure is a beverage closure [Schedule IV]). No person shall manufacture, sell or deliver any such closure which he knows or has reason to believe will be used in violation of any provision of this order.

(2) No person shall use any tinplate, terneplate, blackplate, waste or rubber for the manufacture of the following types of closures:

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

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

(iii) Two-piece closures when both pieces are made of metal, except as permitted in paragraph (b) (3).

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

(4) No person shall use any tinplate, terneplate, or blackplate, except "rejects" or "electrolytic waste-waste,"

heavier than 90 pounds per base box, for the manufacture of crown caps.

(5) No person shall use for the manufacture of closures any tinplate with a tin coating in excess of 1.25 pounds per base box; and on and after May 17, 1943 all persons manufacturing closures shall, to the greatest extent available, use 0.50 tinplate for the manufacture of closures for which tinplate is permitted by the provisions of this order: *Provided, however,* That the provisions of this paragraph (b) (5) shall not apply to tinplate with a tin coating not in excess of 1.25 pounds per base box, which, as of May 17, 1943 is in process at the tin mill, in inventory at the tin mill for the account of a closure manufacturer or in inventory of a closure manufacturer.

(6) After May 1, 1943, no person shall use any wire for the manufacture of paperboard, disc, plug caps, having a diameter of two inches or less, for milk bottles.

(c) *Restrictions upon purchase, acceptance of delivery, and use of closures.* No person shall, during any calendar year (or seasonal year or other period, when specified) purchase, accept delivery of, or use for packing a product, any closure made in whole or in part of tinplate, terneplate, blackplate, or rubber, except as, and to the extent permitted in Schedules I, II, III, and IV attached to this order: *Provided, however,* That a jobber or retailer may obtain and sell closures in conformity with the provisions of this order. Blackplate may be used wherever tinplate or terneplate is specified. Closures made of waste shall not be used for packing any product not listed in the schedules attached to this order.

(d) *Exceptions.* (1) Nothing in this order shall prohibit any person who used less than 5,000 closures during the calendar year 1942 from purchasing, accepting delivery of, or using without restriction, an aggregate of 5,000 closures during any subsequent calendar year.

(2) Except for quota restrictions which shall remain fully applicable, the restrictions imposed by this order shall not apply to the purchase, acceptance of delivery, or use of closures for packing any product when such closures, on or before December 23, 1942, were completely manufactured, partially manufactured, or were in the form of tinplate, terneplate, or blackplate, fully lithographed with a person's private design, cut into strips.

(3) No certificate shall be required for the sale or delivery of closures to:

(i) Retailers;

(ii) Persons purchasing closures from retailers.

(4) Nothing in this order shall prohibit the purchase, acceptance of delivery, or use (such use to be in addition to any quota specified in the schedules attached to this order) of closures by any of the following persons or by any person for packing any product to be de-

EXHIBIT A

PURCHASER'S CERTIFICATE (OTHER THAN SCHEDULE IV)

One copy of this certificate is to be delivered to each person from whom purchases are made of closures (other than beverage closures) made in whole or in part of tinplate, terneplate, blackplate, wire, waste, or rubber. Such certificate shall cover all purchases, present and future.

The undersigned purchaser hereby certifies to the seller herein and to the War Production Board that he is familiar with Conservation Order M-104, as heretofore amended, and that he will not use or sell any closures purchased from _____

Name of seller _____
 Address of seller _____
 pursuant to this or future purchase orders or contracts in violation of the terms of such order.
 Date _____

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

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

EXHIBIT B

Purchaser's Certificate (Schedule IV) Certificate required by Order M-104 to validate each purchase of closures for malt or non-alcoholic beverages. Execute in duplicate, one copy to be retained by the purchaser, and one to be filed with the seller.

Inventory

- (a) Permitted Inventory (20 percent of number of such closures and cans used for packaging malt or non-alcoholic beverages in 1941.) _____ gross.
- (b) Inventory on date of this certification (Exclusive of Closures made from waste) _____ gross.
- (c) Permitted delivery as of date of this certification from all sellers. Line (a) minus Line (b) _____ gross.
- (d) Requested delivery from _____ Seller _____ gross.

The undersigned purchaser hereby certifies to the seller herein and to the War Production Board that he is familiar with Conservation Order M-104, as heretofore amended, that the foregoing statements of inventory are true and correct, and that he will not use or sell any closures for malt beverages or non-alcoholic beverages received from the seller pursuant to the above-described "requested delivery" in violation of the terms of such order.
 Date _____

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

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

SCHEDULE I—FOOD CLOSURES

Note: Items 11, 34, 49, 51A, 68, 93, and Note amended; Items 93, 113, added May 17, 1943.

A. Any person who used closures from January 1, 1942 to December 31, 1942, for packing a food product not listed in this Schedule I, may use an equal number of closures during the year 1943 for packing the products listed in this schedule, in addition to the quotas respectively specified.

B. Wherever the asterisk appears the packing quota relates to the total number of closures and cans used for packing the applicable product.

C. No product packed in a can shall be repacked for sale in a glass container, by the same or a different person, in the same or a different form, except to the extent specifically permitted in this schedule.

D. Split year items such as "1941-2" appearing in the column "1943 Packing Quota" refer to specified seasonal year base periods to be used in computing permitted packs for subsequent seasonal years.

E. Any person packing any product in cans during the calendar year or seasonal year, who, because he converts such pack or part thereof from cans to glass containers, does not use the entire number of cans which he would be permitted under any limited quota specified in Order M-81, may use two closures for each can so not used. Such closures may be used in addition to the quotas established for any products by this Schedule I, but shall be made of the materials respectively specified.

livered to or for the account of any of the following persons:

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

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

(iii) American Red Cross, United Service Organizations, or such other non-profit Defense Recreation Committees, engaged in the operation of recreation centers in the forty-eight states of the United States or the District of Columbia solely for military personnel, as are certified to be within the exemption provided by this paragraph (d) (4) by the Office of Defense Health and Welfare Services, OEM.

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

(v) Any person in the Territory of Hawaii; *Provided*, That the exception provided by this paragraph (d) (4) (v) shall be limited to closures used in connection with the packing of products to be consumed in the said Territory.

(e) *Miscellaneous provisions*—(1) *Applicability of priorities regulations*. This order and all transactions affected thereby are subject to all applicable provisions of the priorities regulations of the War Production Board, as amended from time to time.

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

(3) *Communications*. All reports required to be filed hereunder and all communications concerning this order shall, unless otherwise directed, be addressed to: Containers Division, War Production Board, Washington, D. C. Ref: M-104.

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

Issued this 17th day of May 1943.

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

Product	1943 packing quota	Closure material indicated by X		
		Tinplate	Blackplate	Rubber
VEGETABLES AND VEGETABLE PRODUCTS				
1. Apparegus.....	Unlimited.....	X		X
2. Beans, with or without pork.....	5% 1941	X		X
3. Beans, fresh, including green, wax, lima, cream soybeans, and fresh shelled beans.....	Unlimited.....	X		X
4. Beets, including pickled beets. No whole beets larger than U. S. Standard ruby (medium) to be packed.....	Unlimited.....	X		X
5. Carrots, whole carrots not to be packed.....	Unlimited.....	X		X
6. Carrots and peas (fresh, green).....	Unlimited.....	X		X
7. Corn, fresh, sweet cut.....	Unlimited.....	X		X
8. Mixtures of Vegetables (other than carrots and peas, and sweetash) which consist of not less than 60 percent of any combination of vegetables listed in this schedule (or of any such combination and celery, onions and peppers) provided that the combination by drained weight shall consist of not more than 60 percent of any one vegetable; and, provided further that no vegetable may be packed under this item until the packer has packed and met his full quota for that vegetable as established pursuant to Food Distribution Order No. 22 and orders supplementary thereto.....	Unlimited.....	X		X

Product	1943 packing quota	Closure material indicated by X		
		Tinplate	Black-plate	Rubber
VEGETABLES AND VEGETABLE PRODUCTS—continued				
9. Mushrooms.....	Unlimited	X		X
9a. Okra, tomatoes and Okra.....	100% 1941*	X		X
10. Peas, fresh green.....	Unlimited	X		X
11. Sweet peppers, including pimientos.....	50% 1942*	X		X
11a. Pumpkin.....	100% 1941*	X		X
12. Spinach, and other green leafy vegetables limited to beet, collard, dandelion, kale, mustard, polk, and turnip greens.....	Unlimited	X		X
13. Succotash.....	Unlimited	X		X
14. Tomatoes.....	Unlimited	X		X
15. Tomato catsup and chili sauce, containing not less than 10.7 percent (specific gravity 1.045) by weight, dry tomato solids:				
Closures without rubber.....	Unlimited	X		
Closures with rubber; to the extent of rubber allocated to manufacturers for this purpose prior to February 4, 1943.....	See product column.	X		(C)
16. Tomato paste, containing not less than 25 percent, by weight, dry tomato solids.....	Unlimited	X		X
17. Tomato pulp or puree, containing not less than 10.7 percent (specific gravity 1.045) or more than 25 percent, by weight, dry tomato solids.....	Unlimited	X		X
18. Tomato sauce, including spaghetti sauce containing not less than 8.7 percent (specific gravity 1.037) by weight, dry tomato solids, and not less than 10.0 percent (specific gravity 1.042) by weight, total dry solids, salt free. In addition to salt, the contents may contain pepper, spice, oils, and other flavoring ingredients.....	Unlimited	X		X
19. Vegetables, dehydrated.....	Unlimited		X	
20. Vegetable juices, or mixtures thereof, undiluted, except for the addition of sweetening or seasoning.....	Unlimited	X		
NOTE.—When required for packing other products, tomato paste, tomato pulp or puree, tomato sauce, and tomato juice may be repacked from reusable cans, 5 gallons or larger.				
FRUITS				
21. Apples, including crabapples, whole apples not to be packed.....	25% 1941-42*	X		X
22. Applesauce, including sauce from crabapples.....	25% 1941-42*	X		X
23. Apricots.....	Unlimited	X		X
24. Blackberries, black raspberries, blueberries, boysenberries, dewberries, elder berries, gooseberries, loganberries, red raspberries, and young berries.....	Unlimited	X		X
25. Cherries, red sour pitted and sweet.....	Unlimited	X		X
26. Figs.....	Unlimited	X		X
27. Fruit cocktail, consisting of any combination of fruits listed in this Schedule I, or any such combination, and grapes and pineapple: Provided, That the combination, by drained weight, shall consist of not less than 50 percent fruits listed in this Schedule I and may consist of not to exceed 10 percent grapes. Pineapple may be repacked from No. 10 or larger cans to the extent of 7 percent of the fruit cocktail.....	Unlimited	X		X
28. Olives, ripe or green ripe, whole or minced.....	75% 1941-42*	X		X
29. Peaches, clingstone, halves, segments, or slices.....	Unlimited	X		X
30. Peaches, freestone, halves, segments, or slices. Not to be packed in California.....	Unlimited	X		X
31. Pears, Whole pears, except sickle pears, not to be packed.....	Unlimited	X		X
32. Plums.....	Unlimited	X		X
33. Prunes, fresh Italian.....	Unlimited	X		X
FRUIT PRODUCTS				
24. Fruits, crushed, fountain fruits.....	100% 1942*	X	X	X
35. Fruit butters, conserves, jams, jellies, marmalades, and preserves.....	Unlimited	X		X
36. Fruit juices or mixtures thereof, other than grapefruit juice, undiluted except for the addition of sweetening.....	Unlimited	X		X
37. Grapefruit juice.....	100% 1942*	X		X
38. Fruit concentrates, liquid, when concentrated on a ratio of 5 or more to 1.....	Unlimited	X		X
39. Fruit concentrates, dry.....	Unlimited	X	X	
40. Nectars.....	100% 1942*	X		
41. Pectin, liquid.....	Unlimited		X	
MEATS AND MEAT PRODUCTS				
42. Beef, dried.....	Unlimited	X		X
43. Beef extract, and beef gravy.....	Unlimited	X		X
44. Chicken, boned, and turkey, boned.....	Unlimited	X		X
45. Corned beef hash.....	100% 1941*	X		X
46. Lamb's tongue, pickled.....	Unlimited	X		X
47. Minced meat, fresh apples only.....	Unlimited	X	X	
48. Pig's feet and cutlets, pickled.....	Unlimited	X		X
49. Scrapple (Philadelphia type).....	50% 1941*	X		X
50. Tamales.....	100% 1941*	X		X
51. Meat Products as follows.....	Unlimited	X		X
A. Chili con carne, with or without beans (only when packed in accordance with F. D. A. standards).....		X		X
B. Meat loaf, containing not less than 80 per cent meat, by uncooked weight and no added water. When packed as a chopped product, meat loaf may contain not more than 10 per cent of the following ingredients: cereal, whole milk, eggs, and seasoning.....		X		X

*During 1943 only.

*Until Mar. 31, 1943.

NOTE: When required for the packing of other products, pineapple may be repacked from No. 10 cans. Grape juice, grape pulp, citrus peel and pulp may be repacked from reusable cans 5 gallons or larger. Apricots and peaches, solid pie pack, may be repacked from No. 10 cans or larger.

Product	1943 packing quota	Closure material indicated by X		
		Tinplate	Black-plate	Rubber
MEATS AND MEAT PRODUCTS—continued				
51. Meat Products—Continued.				
O. Meat spreads, including ham, tongue, liver, beef, and sandwich spreads. When packed as a spread, the chopped products shall contain not less than 65 per cent meat, by cooked weight, with added cereal or other products. When packed as deviled ham or deviled tongue, the product shall consist of chopped meat without added cereal or other products.	Unlimited	X		X
D. Chopped luncheon meats, consisting of chopped, seasoned meat with not to exceed 3 per cent added water, by weight.	Unlimited	X		X
E. Sausage in casings, Vienna style, containing no cereal or similar substances and not to exceed 10 per cent added water, by weight.	Unlimited	X		X
F. Tongue	Unlimited	X		X
FISH AND SHELLFISH				
52. Clams, soft, hard or razor	Unlimited	X		X
53. Clam broth	Unlimited	X		X
54. Crabmeat	Unlimited	X		X
55. Fish flakes, except dried fish flakes	Unlimited	X		X
56. Fish, and shellfish pickled	Unlimited	X		X
57. Fish pastes, including shellfish paste	Unlimited		X	
58. Lobster, including spiny lobster	Unlimited	X		X
59. Oysters	Unlimited	X		X
60. Shrimp	Unlimited	X		X
SOUPS				
61. Soups—limited to the following kinds of soup which shall contain not less than the specified percentage, by weight, of dry solids from the products listed in this schedule; provided that prior to June 1, 1943 no person shall use for packing such soups any frozen vegetables, except such as were actually in his possession as of April 10, 1943; and provided further that after June 1, 1943 no person shall use for packing such soups more than 25 per cent, by weight, of the frozen vegetables which he used for this purpose during the corresponding period of 1942. Asparagus, pea, spinach and tomato—7 per cent. Chicken, chicken gumbo, chicken noodle, gumbo creole, consomme and bouillon—6 per cent. Clam or fish chowders—8 per cent. Scotch broth, vegetable, vegetable-vegetarian, peppercot, ox-tail, mock turtle, country style chicken, and corn chowder—10 per cent. Beef and vegetable beef—12 per cent. Bean—23 per cent, salt free. Mushroom—15½ per cent, salt free.	Unlimited	X		
MILK AND DAIRY PRODUCTS				
62. Cheese spreads, processed	Unlimited	X		
63. Cheese spreads, unprocessed (e. g. limburger)	Unlimited	X		
64. Condensed milk, sweetened, as defined by the Federal Security Administration, July 2, 1940, paragraph 18,623 page 244, Federal Register, and 18,626, page 246, as amended, Federal Register August 8, 1941, pages 4270 and 4374.	Unlimited	X		
65. Cultured milk—"Cultured milk" as classified herein refers only to those cultured or fermented milk or cream milk products which develop pressure within the container (glass bottles) due to fermentation which is produced by the addition of certain materials to milk or skim milk such as sugar, yeast, cultures, and the like.	Unlimited		X	
66. Fluid milk, with or without flavoring	Unlimited	X	X	
67. Ice cream mix, dry. Notwithstanding the provisions of paragraph (d) (4) of Order M-104, packing quota includes pack required to be set aside by any order of the War Production Board, the Food Distribution Administrator, the Department of Agriculture for purchase by Government agencies.	Unlimited	X		X
68. Malted milk, including chocolate milk, dry	Unlimited		X	
SYRUPS AND HONEY				
69. Syrups—blended, bottlers, cane, corn, maple, molasses, sorghum, malt, and fountain syrups.	Unlimited		X	
70. Chocolate or cocoa syrups	Unlimited	X		X
71. Honey	Unlimited		X	
OLIVES, PICKLES, RELISHES, CONDIMENTS & SAUCES				
72. Pickles, piccalilli, and relishes	Unlimited	X		
73. Mustard	Unlimited	X		
74. Green Olives	Unlimited	X		
75. Horseradish	Unlimited	X		
76. Sauces—beefsteak, cooking, soya, tabasco, and Worcestershire.	Unlimited	X		
EDIBLE OILS AND DRESSINGS				
77. Dressings—Mayonnaise, Russian, salad, and Thousand Island.	Unlimited		X	
78. French dressing	Unlimited	X		

Product	1943 packing quota	Closure material indicated by X		
		Tinplate	Black-plato	Rubber
EDIBLE OILS AND DRESSINGS—continued				
79. Oil, edible, liquid.....	Unlimited.....		X	
80. Sandwich spread, other than meat spread.....	Unlimited.....		X	
81. Tartar sauce.....	Unlimited.....		X	
MISCELLANEOUS FOODS				
82. Baby foods: Consisting of food products of small particle size or in liquid or semi-liquid form made from the following ingredients: fruits (except dried apricots, dried pears, dried peaches, dried or dehydrated apples); vegetables; meats; poultry products; dairy products; sugar; salt or seasoning; yeast or yeast derivatives. Frozen fruits and vegetables may be used, provided that no person shall use more than 35 percent, by weight, of the amount which he used for baby foods in 1942. Potatoes and cereals may be used only in combination with other permitted products, and only provided the combined potato and cereal content does not exceed 12 percent, by weight, of the total product. Pineapple from No. 10 cans and tomato products from 5-gallon reusable cans may be used in packing baby foods. Formulas—dry or liquid.....	125% 1942*.....	X		X
83. Cherries maraschino.....	125% 1942*.....		X	
84. Baking powder.....	100% 1942*.....		X	
85. Dyes, certified colors.....	100% 1942*.....		X	
86. Extracts.....	75% 1942.....		X	
87. Malt, dry.....	Unlimited.....	X		
88. Milk fortifiers.....	Unlimited.....		X	
89. Nut butters.....	Unlimited.....		X	
90. Soups, dehydrated.....	Unlimited.....		X	
91. Spice, and seasoning.....	Unlimited.....		X	
92. Vinegars.....	100% 1942.....	X		
93. Special food products, for human consumption only, limited to foods other than usual table foods. Quota: No person shall pack any special food product unless he packed the product in substantially the same form in 1942, and unless he obtains prior permission upon application to the War Production Board.	Unlimited..... (e)	(e)	(e)	(e)

* See product column.

SCHEDULE II—DRUG PRODUCTS CLOSURES

Note: Item 30 amended, item 46a added May 17, 1943.

A. From December 23, 1942, to December 31, 1942, any person may pack without quota restriction any product listed in this Schedule II.

B. The packing quota relates to the number of closures and cans used for packing the applicable product.

Product, for medicinal or health purposes only	1943 packing quota	Closure material indicated by X		
		Tinplate	Black-plato	Rubber
1. Alcohol, rubbing or medicated.....	Note 1.....		X	
2. Artificial salts.....	Note 1.....		X	
3. Biological preparations.....	Unlimited.....	X		X
4. Blood plasma.....	Unlimited.....	X		X
5. Capsules.....	Note 1.....		X	
6. Chemicals, dry.....	Unlimited.....	X		
7. Chemicals, liquid.....	Unlimited.....	X		
8. Citrate of magnesia.....	Note 1.....		X	X
9. Cordials, medicinal.....	Note 1.....		X	
10. Effervescent salts.....	Note 1.....		X	
11. Elixirs.....	Note 1.....		X	
12. Emulsions.....	Note 1.....		X	
13. Extracts.....	Note 1.....		X	
14. Flavours.....	Note 1.....		X	
15. Fluid extracts.....	Note 1.....		X	
16. Fluid glycerates.....	Note 1.....		X	
17. Glycerites.....	Note 1.....	X		
18. Glycerogelatins.....	Note 1.....		X	
19. Honeyes.....	Note 1.....		X	
20. Jellies, aqueous.....	Note 1.....		X	
21. Liniments.....	Note 1.....		X	
22. Liniments of ammonia.....	Note 1.....		X	
23. Local anesthetic solutions (injectible).....	Unlimited.....	X		X
24. Lotions.....	Note 1.....		X	
25. Magmas.....	Note 1.....	X		
26. Medicinal wines.....	Note 1.....		X	
27. Oleoresins.....	Note 1.....		X	
28. Oleates.....	Note 1.....		X	
29. Oils, fixed, volatile, or medicated.....	Note 1.....	X		

Product, for medicinal or health purposes only	1943 packing quota	Closure material indicated by X		
		Tin-plate	Black-plate	Rubber
30. Ointments, cerates, petrolatum, pastes.....	Unlimited			
31. Ointments, ophthalmic.....	Note 1	X	X	
32. Pills, tablets, troches, lozenges.....	Note 1		X	
33. Powders.....	Note 1		X	
34. Prescriptions.....	Unlimited			
35. Proprietary preparations.....	Note 1	X	X	
36. Soaps.....	Note 1	X		
37. Solutions, aqueous or bulk intravenous.....	Note 1	X		X
38. Solution of ammonia.....	Note 1	X		X
39. Solution of iodine.....	Note 1	X		X
40. Solution of hydrogen peroxide.....	Note 1	X		X
41. Solutions, parenteral.....	Unlimited	X		X
42. Solutions, ophthalmic or nasal.....	Note 1	X		X
43. Spirits.....	Note 1	X		
44. Spirit of ammonia, aromatic.....	Note 1	X		
45. Spirit of ammonia anisated.....	Note 1	X		
46. Spirit of ether compound and spirit of ether.....	Note 1	X		
46a. Sulfonamide preparations.....	Unlimited		X	
47. Suppositories.....	Note 1	X		
48. Syrups.....	Note 1	X		
49. Tinctures.....	Note 1	X		
50. Tincture of iodine.....	Note 1	X		X
51. Vinegars.....	Note 1	X		
52. Waters.....	Note 1	X		
53. Water, laxative, purgative or medicinal.....	Note 1	X		

NOTE 1.—The total number of closures which may be used for packing all of the products referring to this note is 100 percent of the number of closures and cans a person used for said purpose during 1942. This quota may be used for any one or more of said products.

SCHEDULE III—CHEMICALS, HOUSEHOLD AND INDUSTRIAL SUPPLY CLOSURES

NOTE: Items 3, 28, 32 amended; item 21a added May 17, 1943.

A. From December 23, 1942 to December 31, 1942 any person may pack without quota restriction any product listed in this Schedule III.

B. The packing quota relates to the number of closures and cans used for packing the applicable product.

Product	1943 packing quota	Closure material indicated by X		
		Tin-plate	Black-plate	Rubber
1. Adhesives, glass mullages, and pastes.....	1942, 1942		X	
2. Alcohol.....	1942, 1942		X	
3. Ammonia, household and/or household cleaners.....	1942, 1942	X		
4. Anti-freeze.....	1942, 1942		X	
5. Automotive maintenance or repair items, liquid or paste.....	1942, 1942		X	
6. Bleuings.....	1942, 1942		X	
7. Bleaches.....	1942, 1942	X		X
8. Cements.....	1942, 1942		X	
9. Chemicals, dry.....	Unlimited		X	
10. Chemicals, liquid.....	Unlimited	X	X	
11. Chemicals, reagent.....	Unlimited	X		
12. Cleaners.....	1942, 1942		X	
13. Compounds for grinding, polishing, or scaling.....	1942, 1942		X	
14. Dressings for industrial purposes.....	1942, 1942		X	
15. Dyes.....	1942, 1942	X		
16. Essential oils, distilled or cold pressed.....	1942, 1942	X		
17. Embalming fluid.....	Unlimited		X	
18. Fire extinguisher fluids.....	1942, 1942		X	
19. Fungicides, insecticides, and livestock or agricultural solutions or sprays.....	1942, 1942		X	
20. Glycerin.....	1942, 1942		X	
21. Graphite with liquid.....	1942, 1942		X	
21a. Hand protective compounds (industrial protective only, and only when packed in 8 oz. containers or larger).....	Unlimited		X	
22. Hypochlorite powders.....	1942, 1942	X		
23. Inks.....	1942, 1942	X		
24. Ink eradicators.....	1942, 1942	X		
25. Lighter fluids.....	1942, 1942		X	
26. Lye.....	1942, 1942		X	
27. Oils, lubricating and machine.....	1942, 1942		X	
28. Paints, varnishes, enamels, shellacs, lacquers, lacquer thinners, lacquer stains, paint thinners, varnish removers, turpentine and linseed oil, excluding artist supplies.....	1942, 1942		X	
29. Phenols.....	Unlimited	X		
30. Photographic supplies.....	1942, 1942	X		
31. Poisons.....	1942, 1942		X	
32. Polishes, liquid or paste.....	Unlimited		X	
33. Putty.....	1942, 1942		X	
34. Soap—hand, and shaving cream.....	1942, 1942		X	
35. Shoe white, liquid or cream.....	1942, 1942		X	
36. Solvents.....	1942, 1942		X	
37. Waxes.....	1942, 1942		X	
38. Wood preservatives and fillers.....	1942, 1942		X	

SCHEDULE IV—BEVERAGE CLOSURES

NOTE: Footnote 1 to Schedule IV amended May 17, 1943.

A. From December 23, 1942, to December 31, 1942, any person shall have the option of using closures for the bottling of malt and non-alcoholic beverages in accordance with the provisions of Order M-104 as amended September 26, 1942, or in accordance with this schedule. On and after January 1, 1943, no person shall use closures for such purpose except in accordance with this schedule.

Product—Bottling quota	Closure material
<p>Product: Malt beverages, including only beer, ale, porter, near-beer, and mixtures thereof.</p> <p>Quota: Any person who produced in 1941 less than 65,000 barrels may use in any calendar month, commencing with December 1, 1942, 100 percent, and any person who produced in 1941 over 65,000 barrels may use in any calendar month, commencing with December 1, 1942, 70 percent of the number of closures affixed by him to glass containers during the corresponding month of 1941. In the case of a person who packed all or part of his 1941 production in cans, each such can may be counted as a closure affixed to a glass container. In the case of a person who did not produce any malt beverages in 1941, such beverages bottled by him, shall be considered as having been produced by him, and his authorized usage of closures shall be calculated accordingly.</p>	<p>Tinplate and blackplate allocated for purposes of crown manufacture only, and in inventory of crown manufacturer or bottler on or before December 11, 1942. Also rejects and electrolytic waste-waste.</p>
<p>Product: Non-alcoholic beverages, including only carbonated soft drinks; non-carbonated soft drinks; unflavored carbonated waters; unflavored naturally carbonated and still waters; drinks consisting of fruit juices, vegetable juices, and combinations thereof, where less than 85 percent by weight of such drinks is pure fruit juice, vegetable juice, or a mixture thereof; and sterilized milk drinks made with powdered milk.</p> <p>Quota: Any person who used in 1941 less than 5,000 gross of closures, may use during any calendar quarter, commencing with October 1, 1942, 100 percent of the number of closures affixed by him to glass containers during the corresponding quarter of 1941. Any person who used in 1941 more than 5,000 and less than 7,000 gross of closures, may use not to exceed 5,000 gross of closures in any twelve-month period, commencing with October 1, 1942; the number used during any calendar quarter to be at the same proportionate rate he affixed closures to glass containers during the corresponding quarter of 1941. Any person who used in 1941 more than 7,000 gross of closures, may use during any calendar quarter, commencing with October 1, 1942, 70 percent of the number of closures affixed by him to glass containers during the corresponding quarter of 1941.</p>	<p>Tinplate and blackplate allocated for purposes of crown manufacture only, and in inventory of crown manufacturer or bottler on or before December 11, 1942. Also rejects and electrolytic waste-waste.</p>

(1) No person other than a jobber purchasing for resale, shall accept delivery of malt beverage or non-alcoholic beverage closures which would increase his inventory (including closures for use as described in paragraph (d) (4) of this order) beyond 20 percent of the number of such closures and cans which he used in 1941 for packing malt beverages and non-alcoholic beverages.

(2) Closures for waters. Except with regard to items listed in Schedule 11, no closures made of tinplate, terneplate, or blackplate shall be affixed to glass containers smaller than 12 fluid ounces, for packing unflavored carbonated natural or mineral waters, unless such glass containers were manufactured on or before June 1, 1942.

(3) All persons who bottle malt beverages or non-alcoholic beverages, shall report upon Form PD-519 to the Containers Division, War Production Board, Washington, D. C.

SCHEDULE V—HOME CANNING CLOSURES

NOTE: Footnote to Schedule V amended May 17, 1943.

Description of closure	Manufacturer's quota from October 1, 1942 to September 30, 1943	Closure material indicated by X		
		0.60 Tinplate	Rubber	WFO balls
1. Shoulder seal jar rings for 70 mm Mason finish.	Subject to allocation of rubber.		X	
2. Top seal jar rings for use with 70 mm glass disc.	Subject to allocation of rubber.		X	
3. Top seal metal lids, 70 mm. ¹	Unlimited	X	X	
4. Bands for 70 mm top seal metal lids. ¹	Unlimited	X		
5. Bands for use with 70 mm. glass lids.	Unlimited	X		
6. Lightening type, 70 mm.	Unlimited			X
7. Top seal metal lids, smaller than 70 mm.	Unlimited	X	X	
8. One piece metal closures, 70 mm shoulder seal type. ¹	Unlimited	X	X	
9. One piece metal closures, 70 mm top seal type. ¹	Unlimited	X	X	

¹ No manufacturer of glass containers shall sell any jars, intended for home canning, which are made with 70 mm screw finish and which are manufactured on or after April 15, 1943, unless 40 percent or more of such jars have glass lids, screw bands and top seal jar rings attached to them.

[F. R. Doc. 43-7885; Filed, May 18, 1943; 4:36 p. m.]

PART 933—COPPER

[Conservation Order M-9-c as Amended May 17, 1943¹]

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

§ 933.4 Conservation Order M-9-c—

(a) Restrictions on manufacture of items appearing on Combined List and on List A-2. (1) No manufacturer of any item on the Combined List attached, or of parts (including repair parts²) for any such item, may, if such item or parts contain copper products or copper base alloy products, continue their manufacture on or after December 26, 1942 by means of processing, assembling or finishing.

(2) No manufacturer of any item on List A-2 attached, or of parts (including repair parts²) for any such item, may,

¹ This document is a re-statement of Amendment 1 to M-9-c as amended April 6, 1943, which appeared in the FEDERAL REGISTER of May 18, 1943, page 6419, and reflects the order in its completed form as of May 17, 1943.

² See also paragraph (h) (7) permitting the manufacture of repair parts to make specific repairs of used articles under certain conditions.

if such item or parts contain copper products or copper base alloy products, continue their manufacture by means of processing, assembling or finishing on or after the governing date set forth opposite such item in Column 2 of List A-2.

(b) Restrictions on manufacture of articles not appearing on Combined List and List A-2 out of inventory on hand on February 28, 1942 and June 30, 1942.

(1) During the period from December 25, 1942 to and including January 15, 1943, a manufacturer of any article omitted from the Combined List and List A-2 or excepted from those lists, or of parts (including repair parts³) for such an article, may not continue the manufacture thereof by means of processing, assembling or finishing,

(i) Unless all copper products or copper base alloy products contained in such articles or parts were acquired by the manufacturer after February 28, 1942; or

(ii) Unless such articles or parts are being manufactured, processed, assembled or finished to fill a purchase order, existing or prospective,³ bearing a preference rating of A-1-k or higher; and no such article or part so manufactured shall be delivered except to fill such an order; or

(iii) Unless the manufacturer has been specifically authorized by the War Production Board, pursuant to an application made on Form PD-426, or otherwise, to manufacture, process, assemble or finish the article or parts in question with the copper products or copper base alloy products being used.

(2) After January 15, 1943, a manufacturer of any article omitted from the Combined List and List A-2 or excepted from those lists, or of parts (including repair parts³) for such an article, may not continue the manufacture thereof by means of processing, assembling or finishing,

(i) Unless all copper products or copper base alloy products contained in such articles or parts were acquired by the manufacturer after June 30, 1942; or

(ii) Unless such articles or parts are being manufactured, processed, assembled or finished to fill a purchase order, existing or prospective,³ bearing a preference rating of AA-4 or higher; and no such article or part so manufactured shall be delivered except to fill such an order; or

(iii) Unless the manufacturer has been specifically authorized by the War Production Board, pursuant to an application on Form PD-426, or otherwise, to manufacture, process, assemble or finish the article or parts in question with the copper products or copper base alloy products being used.

The provisions of this paragraph (b) shall not apply to a manufacturer assembling a completed fractional horsepower electric motor into machinery of any kind omitted from the Combined List and List A-2 or excepted from those lists; or to the manufacturing, processing, assembling,

³ Priorities Regulation No. 1, § 944.14, prohibits you from making more than a practicable minimum working inventory of articles or parts to fill prospective orders carrying particular ratings.

bling or finishing of any machinery omitted from the Combined List and List A-2 or excepted from those lists, or of parts (including repair parts) for such machinery, if the only copper products or copper base alloy products used which were in the inventory of the manufacturer on or before February 28, 1942 (with respect to manufacturing, processing, assembling or finishing during the period from December 25, 1942 to and including January 15, 1943) or on or before June 30, 1942 (with respect to manufacturing, processing, assembling or finishing after January 15, 1943) are bushings, bearings, nuts, bolts, screws, washers and wire weighing in the aggregate less than 5% of the total weight of the article or part.

(c) *Applicability of order to certain Governmental agencies.* The prohibitions and restrictions contained in this order shall not apply to the use of copper products or copper base alloy products in the manufacturing, processing, assembling or finishing of any item or article on the "Military Exemption List", or part therefor, which is being produced for purchase by, or for the account of, or for use by, the Army or Navy of the United States, the United States Maritime Commission, the War Shipping Administration or the Coast Guard, where the use of copper products or copper base alloy products to the extent employed is required by the specifications (including performance specifications) of the Army or Navy of the United States, the United States Maritime Commission, the War Shipping Administration or the Coast Guard applicable to the contract, subcontract or purchase order.

(d) *General restrictions on manufacture.* (1) No manufacturer may continue the manufacture of any article omitted from the Combined List and List A-2 or excepted from such lists, or of parts (including repair parts) for such an article, if such article or parts are to contain copper products or copper base alloy products where the use of any less scarce material is practicable; and no manufacturer may continue the manufacture of any article omitted from the Combined List and List A-2 or excepted from such lists, or of parts (including repair parts) for such an article, if they are to contain more copper products or copper base alloy products than is necessary for the article's proper operation or a higher type or grade of copper or copper base alloy than is necessary for the article's proper operation.

(2) (i) The use of copper products or copper base alloy products for plating any item on the Combined List or List A-2 or for plating any parts (including repair parts) of such an item, is prohibited unless such plating is expressly stated to be permissible on said lists.

(ii) The use of copper products or copper base alloy products for plating any article omitted from the Combined List and List A-2 or excepted from such lists and the plating of parts (including repair parts) for such an article, is permitted provided:

(a) That such plating is not for decorative purposes or part of a decoration

or as an undercoating for lead or silver plating, and

(b) That the use of, or the normal wear on such article or parts, would make impracticable any other form of coating.

(e) *General restrictions on deliveries.* The disposition of frozen and excessive inventories containing certain copper products or copper base alloy products shall be subject to the applicable provisions of Priorities Regulation No. 13 (§ 944.34) as amended from time to time.

(f) *Special provisions.* (1) The foregoing provisions of this amended order shall not apply to the use of copper products and copper base alloy products in typography, engraving, photo-engraving, gravure plate making, electrotyping, stereotyping and printing in the printing and publishing industries. In those processes, the use of bronze powder, bronze ink, bronze paste and bronze leaf is controlled by Supplementary Conservation Order M-9-c-3 effective March 28, 1942; and all other uses in those industries of copper products, copper base alloy products, copper scrap and copper base alloy scrap are, in the quarter from October 1, 1942 to December 31, 1942, limited to 70% of the aggregate usage of such products and scrap in the last calendar quarter of 1940, and in each subsequent calendar quarter limited to 60% of such aggregate usage in the corresponding quarter of the year 1940; *Provided, That, for electrotyping and rotogravure, 33 1/3% of the allowable usage shall be in the form of copper or copper base alloy printing scrap during the month of February 1943, 50% of the allowable usage shall be in such form during the month of March 1943, and 75% of the allowable usage shall be in such form in each month after March 1943: And further provided, That for copper plate engraving of calling cards, greeting cards, social and business stationery and other similar articles, 100% of the allowable usage for the engraving of such plates shall be (i) of copper products or copper base alloy products which were in the possession of the engraver using them on December 31, 1942 or (ii) of copper scrap or copper base alloy scrap (old engraved plates), and in either event the engraver shall sell and deliver as scrap to a scrap dealer before the end of each calendar quarter beginning with the first calendar quarter of 1943, three pounds of copper or copper base alloy scrap in the form of old engraved plates for each one pound of copper products or copper base alloy products which he engraved for use in printing calling cards, greeting cards, social and business stationery and other similar articles during said calendar quarter. Nothing contained in this paragraph (f) (1) of this amended order shall affect the prohibition against the manufacture of powder containing copper products or copper base alloy products contained in paragraph (a) and the Combined List of this amended order.*

(2) No person shall deliver, install or cut any copper or copper base alloy in-

sect screening (1) unless such screening is to be delivered to, installed for or cut on the order of the Army or Navy of the United States, the United States Maritime Commission, the War Shipping Administration, the Panama Canal, the Coast Guard, any foreign country pursuant to the Act of March 11, 1941 entitled "An Act to Promote the Defense of the United States" (Lend-Lease Act), or Defense Supplies Corporation, Metals Reserve Corporation or any other corporation organized under section 5 (d) of the Reconstruction Finance Corporation Act as amended (except Defense Plant Corporation) or any person acting as agent of any such corporation (except Defense Plant Corporation), or (ii) unless such delivery, installation or cutting shall be with the specific authorization of the War Production Board. Applications for specific authorizations shall be made by letter addressed to the War Production Board, Washington, D. C.; Ref.: M-9-c. The foregoing shall not apply to used or second hand insect screening or to insect screening in rolls of less than 25 feet in length. Nothing contained in this paragraph (f) (2) affects the prohibitions on the manufacture, processing, assembling or finishing of insect screening and screens with copper products or copper base alloy products contained in paragraph (a) and the Combined List of this order.

(g) *Restrictions on deliveries to manufacturers.* No person shall hereafter deliver copper products or copper base alloy products to any manufacturer, directly or indirectly, if he knows or has reason to believe that such products are to be used in violation of the terms of this order.

(h) *Miscellaneous provisions—(1) Applicability of priorities regulation.* This order and all transactions affected thereby are subject to all applicable provisions of the priorities regulations of the War Production Board, as amended from time to time.

(2) *Appeal.* Any appeal from the provisions of paragraphs (a), (d) or (f) (1) of this order shall be made by filing Form PD-500 Revised with the War Production Board, Washington, D. C., Ref.: M-9-c. Relief granted pursuant to an appeal under this Order shall remain in effect despite any amendment to this order, unless the grant of relief is specifically revoked or modified by the War Production Board.

(3) *Communications.* Any reports required to be filed under this order and all communications concerning this order, shall, unless otherwise directed, be addressed to: War Production Board, Copper Division, Washington, D. C., Ref.: M-9-c.

(4) *Applicability of order.* The prohibitions and restrictions contained in this order shall apply irrespective of whether such items, articles or parts whose manufacture is governed hereby are being manufactured pursuant to a contract made prior or subsequent to the effective date of this order. Insofar as

any other order of the War Production Board or of the Office of Production Management may have the effect of limiting or curtailing to a greater extent than herein provided the manufacture of items, articles or parts or the sale and delivery of such items, articles or parts, the limitation of such other order shall be observed.

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

(6) *Installation.* The restrictions of this order shall not apply to the installation of any item or article, or part (including a repair part) therefor, for the ultimate consumer on his premises when any manufacturing, processing, assembling or finishing of such an item, article or part is incidental to such installation and is done on such premises. The foregoing does not in any way affect, revoke or modify the provisions of Supplementary Conservation Order M-9-c-4 which prohibits the installation of certain types of copper and copper base alloy pipe, tube, fittings and building material under certain circumstances or of any other order restricting installation.

(7) *Repair.* The restrictions of this order (other than those contained in paragraph (d) (1) hereof) shall not apply to the manufacture, processing, assembling or finishing of repair parts to make a specific repair of a used article or to a person repairing a used article, on or off the premises of the owner, if the manufacturer of the parts or the person making the repair does not use copper products or copper base alloy products weighing in the aggregate more than two pounds and any manufacturing, processing, assembling or finishing done by him is for the purpose of making a specific repair; nor shall the restrictions of this order (other than those contained in paragraph (d) (1) hereof) apply to the manufacture, processing, assembling or finishing of repair parts to make a specific repair of a used article or to a person repairing a used article, on or off the premises of the owner, if the manufacturer of the parts or the person making the repair does not use copper products or copper base alloy products weighing in the aggregate more than one pound in excess of the copper or copper base alloy scrap derived from the article being repaired, and all such scrap is delivered to a scrap dealer or to any other person to whom such delivery may be made under the provisions of Supplementary Order M-9-b and provided any manufacturing, processing, assembling or finishing done by him is for the purpose of making a specific repair.

(8) *Copper products or copper base alloy products not controlled by order.* On and after the original issuance dates of the orders listed in this subparagraph, the provisions of this order shall not apply to the manufacture of the following items or articles and parts (including repair parts) therefor, even though they contain copper, products or copper base alloy products, since these items or articles are specifically governed by the following orders:

Shoe findings and footwear of all kinds governed by Supplementary Conservation Order M-9-c-1.

Fire protective equipment governed by General Limitation Order L-39.

Motorized fire apparatus governed by General Limitation Order L-43.

Bronze paste, bronze ink and bronze leaf and products made with bronze paste, bronze ink, bronze leaf and bronze powder (other than decalcomanias and ship bottom paint), governed by Supplementary Conservation Order M-9-c-3.

Jewelry governed by Supplementary Conservation Order M-9-c-2.

Musical instruments governed by Supplementary Limitation Order L-37-a.

Water meters governed by Schedule I of Limitation Order L-154.

Note: Item "Self-contained drinking water coolers * * *" revoked May 17, 1943.

The provisions of this order do not apply to attaching finished slide fasteners, hooks and eyes, brassiere hooks, sew-on, machine attached or riveted snap fasteners, buckles, buttons, corset clasps, eyelets (other than eyelets usable as shoe eyelets), garter trimmings, hose supporters, insignia, jewelry, loops, mattress buttons, pin fasteners, pins, staples, slides, and trouser trimmings. The order does apply to manufacturing, processing, assembling and finishing of the closures and associated items listed above where the provisions of this order are more restrictive than other orders of the War Production Board.

The provisions of this order do not apply to the assembling of watch or clock movements finished prior to June 15, 1942, into cases not made of copper or copper base alloy; the provisions of this order do apply to manufacturing, processing and finishing watch and clock cases and all other parts of watches and clocks, and to assembling watches and clocks except under the conditions mentioned in this sentence.

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

(i) "Copper" means unalloyed copper metal. It shall include unalloyed copper metal produced from scrap.

(ii) "Copper base alloy" means any alloy metal in the composition of which the percentage of copper metal by weight equals or exceeds 40% of the total weight of the alloy. It shall include alloy metal produced from scrap.

(iii) "Copper products" means products made of copper fabricated to the extent that they are plate, sheet, strip, rolls, coils, wire, rod, bar, tube, tubing, pipe, extrusions, ingot, powder, anodes, castings or forgings or fabricated to any greater extent.

(iv) "Copper base alloy products" means products made of copper base alloy, fabricated to the extent that they are plate, sheet, strip, rolls, coils, wire, rod, bar, tube, tubing, pipe, extrusions, ingot, powder, anodes, castings or forgings or fabricated to any greater extent.

(v) "Manufacturer" means a person who manufactures, processes, assembles or finishes.

Issued this 17th day of May 1943.

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

COMBINED LIST

The manufacture, processing, assembling or finishing of the items listed below and of all parts (including repair parts) therefor is prohibited if such article or part contains copper products or copper base alloy products, except to the extent permitted by the exceptions noted on the list. Where this list excepts an item if the use of copper products or copper base alloy products in making the item is limited or if the item is being produced for a particular end use, the manufacture, processing, assembling and finishing of the item made under the terms of such an exception is governed by paragraphs (b) and (d) (1) of this order.

AUTOMOTIVE, TRAILER³ AND TRACTOR EQUIPMENT AND FARM MACHINERY

See also Order L-106 governing the use of copper and copper base alloy in the manufacture of automotive parts entering into the production of, or as replacement parts for, passenger automobiles, motor trucks, truck trailers, passenger carriers and off-the-highway motor vehicles.

Ambulance hardware.

Defrosters (except when the only copper products or copper base alloy products used are for parts necessary for conducting electricity).

Garage and automotive repair equipment. Heaters (except when the only copper products or copper base alloy products used are for parts necessary for conducting electricity).

Hearse hardware.

Horns (except when the only copper products or copper base alloy products used are for parts necessary for conducting electricity).

Hub and gas-tank caps.

Lights, lamps, headlamps and accessories (except when the only copper products or copper base alloy products used are for parts necessary for conducting electricity).

Miscellaneous fittings and trim.

Motorcycles (except when the only copper products or copper base alloy products used are for parts necessary for conducting electricity).

Motor-driven scooters (except when the only copper products or copper base alloy products used are for parts necessary for conducting electricity).

Mouldings.

Rear-view mirrors and hardware.

BUILDING SUPPLIES AND HARDWARE

(Excluding supplies and hardware for ships, boats and aircraft)

Air-conditioning equipment until January 1, 1943 (except for essential food storage, food transportation and industrial processing, and except for repair parts containing not more than 4 lbs. of copper products or copper base alloy products for use in "black

³ See also under "Passenger Transportation Equipment" on this list.

out' plants). After December 31, 1942, see List A-2.

Blinds, including fixture fittings and trimmings.

Builders' finish hardware, including hinges, except in those parts of plants where the use of non-sparking metal is necessary to prevent a hazard in the production or use of explosives. For locks see under "Miscellaneous" on this list.

Conduits.

Decorative hardware—including house numbers.

Door knockers, checks, pulls, and stops.

Doors, door and window frames, sills and parts, including door handles and knobs.

Elevators and escalators (except when the only copper products or copper base alloy products used are for bearings, worm gears and parts necessary for conducting electricity).

Gravel stops and snow guards.

Grilles.

Gutters, leaders, downspouts, expansion joints, and accessories thereto.

Hangers and tracks for private garages.

Incinerator hardware and fittings.

Insect screens and screening.

Letter boxes and mail chutes.

Lighting fixtures (except when the only copper products or copper base alloy products used are for parts necessary for conducting electricity).

Ornamental metal work.

Pile butt protection.

Plumbing and heating supplies:

Bands on pipe covering.

Cistern and low-water floats.

Fixture fittings and trimmings (See "Plumbing fixture fittings and trim" on List A-2).

Hot water heaters, tanks, and coils (except when the only copper products or copper base alloy products used are permitted by Order L-185).

Pipe, tube, tubing, and fittings for piping systems.

Shower rods, and pans (See "Plumbing fixture fittings and trim" on List A-2).

Shower heads (See "Plumbing fixture fittings and trim" on List A-2).

Sinks and drainboards.

Toilet floats (See "Plumbing fixture fittings and trim" on List A-2).

Towel racks.

Push, kick, switch, floor, and all other device plates.

Roof, roofing, roofing nails, flashing, valleys, and other roofing items.

Sheet, roll, and strip for building construction.

Shelves.

Stair and threshold treads.

Termite shields.

Terrazzo strips, reglets, and mouldings.

Unit heaters, unit ventilators, and convectors, space or local heaters, and blast heating coils, or any apparatus using such coils as part of its construction (except when the only copper products or copper base alloy products used are for valves, controls and parts necessary for conducting electricity).

Ventilators and skylights.

Water containers for humidification.

Weatherstripping and insulation.

BURIAL EQUIPMENT

Burial vaults.

Caskets and casket hardware. See also Order L-64.

Memorial tablets.

Morticians' supplies.

(See also "Boxes, * * *" under "Miscellaneous" on this list.)

CLOTHING AND ACCESSORIES

Insignia. (See "Insignia" on List A-2 and on the Military Exemption List.)

DRESS ACCESSORIES

(See also Order L-63)

Buckles. (See "Slide fasteners * * * buckles * * *" on List A-2 and the Military Exemption List.)

Buttons. (See "Slide fasteners * * * buttons * * *" and "Mattress buttons" on List A-2.)

Dress ornaments

Handbag fittings.

Metal cloths.

FURNISHINGS AND EQUIPMENT

(For homes, offices, institutions, hotels, apartment hotels, apartment houses, stations, clubs, fraternal organizations, union buildings, churches, synagogues, temples, restaurants and stores)

Andirons, screens, and fireplace fittings.

Candlesticks.

Cooking and table utensils.

Counters

Curtain fasteners, rods, and rings.

Cuspidors.

Fans (See "Fans * * *" on List A-2)

Furniture.

Furniture Hardware.

Hollow-ware.

Mud scrapers.

Portable heaters.

Stoves and ranges (except when the only copper products or copper base alloy products used are for valves, ferrules for compression fittings, controls other than timers, and parts necessary for conducting electricity). For additional restrictions see "Gas stoves and ranges for household use" on List A-2.

Table flatware (except that until January 1, 1943, table flatware may be manufactured, processed, assembled or finished if made according to Fed. Spec. RR-T-56.) After December 31, 1942, see List A-2.

Timers, for stores and ranges.

Trays.

Upholsterers' supplies, including nails and tacks.

Vases, pitchers, bowls, and artwork.

Washing tubs and washing boilers.

Waste baskets, hat trees, humidifiers, and similar items.

INDUSTRIAL MACHINERY

Pulp and paper manufacturing:—

Beater bars and beaters.

Head boxes.

Jordan bars.

Refiner bars.

Save-alls (except for screens).

Stock and water lines.

JEWELRY, GIFTS AND NOVELTIES

All jewelry, gifts and novelties including, but not limited to—

Advertising specialties.

Atomizers (see also List A-2).

Bar fittings.

Book ends.

Cosmetic containers.

Lighters.

Napkin rings.

Picture frames.

Smokers' accessories, including ash trays.

Souvenirs

PASSENGER TRANSPORTATION EQUIPMENT

(Including railroad cars, street and interurban cars, buses, and trailers, but excluding locomotives)

All items under heading "Furnishings and Equipment"

Air conditioning equipment for passenger cars until January 1, 1943 (except for essential repairs, and except when the only

copper products or copper base alloy products used are for parts necessary for conducting electricity). On and after December 31, 1942, see List A-2.

Bands on pipe covering.

Decorative, general, and finish hardware, and ornamental metal work.

Door knockers, checks, pulls and stops.

Doors and windows, door and window frames and window sills.

Drinking water reservoirs.

Lighting fixtures (except when the only copper products or copper base alloy products used are for parts necessary for conducting electricity)

Pipe, tube, tubing, and fittings for plumbing and heating (except for essential repairs).

Shower rods, heads and pans.

Sinks and drainboards.

Screens and screening.

Towel and luggage racks.

Water containers for humidification.

Weatherstripping and insulation.

MISCELLANEOUS

Notes: Items "Calms and bells * * *" "Stationery supplies: Pencils" amended May 17, 1943.

Alarm and protective systems, other than fire protective systems covered by Order L-39 (except when the only copper products or copper base alloy products used are for parts necessary for conducting electricity or where the use of such products is essential to the proper functioning of the parts)

Barrel heaps.

Badges

Bar and counter equipment and fittings.

Barber shop equipment and supplies.

Barrel heads.

Bathroom accessories as defined in Order L-39.

Beauty parlor equipment and supplies.

Beverage dispensing units and parts thereof (except for self-contained drinking water coolers as defined in Schedule I of Order L-126 or under any schedule of Order L-39)

Bicycles, and similar vehicles. (See also Order L-52).

Binculars, including opera glasses.

Bird and pet cages and stands.

Bottle coolers

Boxes, cans, jars and other containers, including burial urns.

Branding, marking, and labeling devices and stock for same (except where the devices and the stock are for asking governmental, notarial and corporate seals or, until January 1, 1943, are adjustable stencils for addressing or identifying commercial products). For adjustable stencils after December 31, 1942, see the item "Adjustable stencils" on List A-2.

Cabinets.

Canes.

Carpet rods.

Cash registers.

Calms and bells (except for any bells when the only copper products or copper base alloy products used are for parts necessary for conducting electricity, and except for bells for use on board ship when the only copper products or copper base alloy products used are for parts necessary for conducting electricity or where the use of such products is essential to the proper functioning of the parts).

Clips.

Cleaning and polishing accessories, such as brooms, carpet sweepers, crumpling sets, dust pans, mops, put scrapers, whisk brooms and floor and furniture polishers.

Clock and watch cases.

Cooking utensils (except for commercial processing in canneries and factories).

Cutlery, including pocket knives.

Dishwashing machines (except when the only copper products or copper base alloy products used are permitted by the terms of Order L-248 or by a specific authorization of the War Production Board granted pursuant to such order) and domestic garbage grinders.

Dispensers, hand, for hand lotions, paper products, soap and straws.

Dog collars and other similar harness and equipment for pets.

Domestic ice refrigerators as defined in Order L-7.

Domestic laundry equipment as defined in Order L-6 and scrubbing boards, clothes line pulleys and reels.

Domestic mechanical refrigerators as defined in Order L-5.

Domestic vacuum cleaners as defined in Order L-18.

Electric blankets.

Electric light bulbs and cord sets for Christmas trees, and bulbs and neon and fluorescent tubes for advertising and display purposes.

Flashlights and electric lanterns used by railroad brakemen (except when the only copper products or copper base alloy products used are for parts necessary for conducting electricity).

Floats for liquid level control.

Flower pots, boxes and holders for same.

Flower shears.

Food dispensing utensils, devices and machines.

Fountain pens.

Fountains (except drinking water fountains when the only copper products or copper base alloy products used are permitted by Schedules V, V-a and XII of Order L-42).

Furniture grommets.

Games as defined in Order L-81.

Garden tools and equipment.

Hair curlers, hair brushes and combs, shoe horns and button hooks.

Health supplies, except the following:

- Acoustic aids,
- Anaesthesia apparatus and supplies,
- Atomizers (medical use only),
- Diagnostic equipment and supplies,
- Hypodermic syringes and needles,
- Infant incubators,
- Instruments,
- Laboratory equipment and supplies,
- Medicinal chemicals (limited to medical use only),
- Operating room supplies and equipment,
- Ophthalmic products and instruments,
- Physical therapy equipment (limited to medical use only),
- Respirators, resuscitators and iron lungs,
- Rubber hospital sundries,
- Splints and fracture equipment,
- Sterilizers, blanket and solution warmers,
- Surgical and orthopaedic appliances (including artificial limbs and arms but not including arch supports which are listed on List A-2),
- Sutures and suture needles, and X-Ray equipment and supplies.

Home and commercial electrical appliances, as defined in Order L-65.

Hooks, including hat and coat hooks.

Ice cream freezers for use in the home.

Kitchen utensils, devices and machines.

Kitchen, household and miscellaneous articles, as defined in Order L-30.

Lace tips.

Ladders and hoists (except when the only copper products or copper base alloy products used are for parts necessary for conducting electricity), including fittings.

Lamps, electric until January 1, 1943 (except for industrial, hospital or office and then not for standards, shades, shade holders, and stems). After December 31, 1942, see

List A-2. The term "Lamps" as used here does not include electric light bulbs, but see "Electric light bulbs" above.

Lamps, other than electric (except for industrial, hospital or office use and then only when the only copper products or copper base alloy products used are for valves, controls, and wicks).

Lawn sprinklers, mowers, seeders and rollers.

Livestock and poultry equipment (except when the only copper products or copper base alloy products used are for valves, controls, parts necessary for conducting electricity, and thermostats other than water thermostats, and for plating water thermostats).

Locks (except pin tumbler and disc tumbler cylinder assemblies; essential interior working parts of Type 88, Type 97 and Type 114 locks; levers, tubes and centers for secure lever locks; interior working parts of railway car door locks and railway switch padlocks; keys for pin tumbler and disc tumbler locks; and postal locks when manufactured by the Mail and Equipment Section of the United States Post Office).

Luggage fittings, trim and hardware.

Manicure implements.

Match and pattern plates, matrices, and flasks.

Medals, including decorations.

Mirrors.

Motion picture and projection equipment (except for parts to repair and maintain necessary existing equipment in public theaters and educational institutions).

Name, identification and medal plates.

Non-operating or decorative uses of copper or copper base alloy, or the use of the same in such parts of installations and equipment (mechanical or otherwise) as bases, frames, guards, standards and supports.

Package handles and holders.

Paint (except for ship bottoms).

Pencils, mechanical.

Phonographs or other record players.

Photographic equipment and accessories (except document copying machines and equipment therefor for business purposes and for use by the U. S. Post Office, and except for X-ray equipment).

Pins.

Pleasure boat fastenings, fittings, hardware, and motors.

Pole-line hardware.

Powder, except for non-decorative uses.

Printing rollers (except to the extent that an equivalent poundage in copper or copper base alloy is returned to a brass mill in the form of old rollers).

Radio receiving sets for private use (except for replacement vacuum tubes).

Razors operated by electricity (except for repair parts).

Reclaimers for heating water.

Reflectors (except for electroplating of glass reflectors in connection with silvering when the reflectors are to be used in street and highway illumination, or for traffic signals, flood lights, searchlights and hospital operating room lights).

Refrigerator display cases.

Saddlery hardware and harness fittings.

Scales, except commercial, industrial and laboratory scales and laboratory balances. (See also Order L-190.)

Shells and caps for electric sockets except screw shells and except those used in connection with lamp signals in communication facilities.

Signs, including street signs. (See also Order L-29.)

Slot, game and vending machines, including parking meters.

Soda fountain equipment.

Sporting goods, and fishing and hunting equipment and supplies.

Staples for fastening cartons and containers.

Stationery supplies:

- Desk accessories. (See also Order L-73.)
- Office supplies. (See also Order L-73.)
- Pencils. (See also Order L-227.)
- Pens and penholders.

Statues.

Sundials.

Telescopes.

Tent poles and parts.

Thermos jugs and bottles.

Toys.

Unions and union fittings (except seats and except for other parts of unions and union fittings where and to the extent that the physical and chemical properties of the liquid or gas passing through the union or union fitting makes the use of any other material dangerous or impractical). (See also Order L-42.)

Umbrellas.

Valve handles.

Valves over 2-inch size (except seats, discs, stems, yoke sleeves, yoke bushings, stem bearings and packing glands, and except for other parts of such valves where and to the extent that the physical and chemical properties of the liquid or gas passing through the valve makes the use of any other material dangerous or impractical).

Voting machines.

Weather vanes.

Weight reducing and exercising machines.

Wool.

List A-2

NOTE: Items "Brushes * * *," "Cement flooring * * *," "Cooling towers * * *," "Fans * * *," "Screens * * *," "Slide fasteners * * *," amended; item "Parliament * * *," added May 17, 1943.

The manufacturing, processing, assembling or finishing of the items listed below and of all parts (including repair parts) therefor is prohibited after the governing date if such article or part contains copper products or copper base alloy products, except to the extent permitted by the exceptions noted on the list. Where this list excepts an item if the use of copper products or copper base alloy products in making the item is limited or if the item is being produced for a particular end use, the manufacture, processing, assembling and finishing of the item made under the terms of such an exception is governed by paragraphs (b) and (d) (1) of this order.

Governing date

Adjustable stencils----- Dec. 31, 1942

Air conditioning equipment and refrigeration equipment (except when the only copper products or copper base alloy products used are permitted by the terms of Order L-120 and the schedules thereto and when the production of the equipment is permitted under the terms of Order L-38, either because the order therefor is an "authorized order" under Order L-38 or otherwise)----- April 6, 1943

Arch supports----- Feb. 26, 1943

Atomizers (except for medicinal purposes and for use in the preparation of dried milk and dried eggs)----- Dec. 31, 1942

Blow torches, gasoline and alcohol, (except when the only copper products or copper base alloy products used are for the pump barrel, pump check valve assembly, pump cylinder cap, brazing material, pack nut, valve stem, valve body and jet block)----- Jan. 20, 1943

Governing date

Blow torches, kerosene (except when the only copper products or copper base alloy products used are for the pump barrel, pump check valve assembly, pump cylinder cap, brazing material, pack nut, valve stem, valve body and jet block)..... Feb. 23, 1943

Brushes (except for the types used in electric motors and generators; and except for industrial brushes used for (a) applications requiring non-sparking characteristics, (b) burring of needles, (c) the manufacture of precision gauges, or (d) the manufacture of combat end-products complete for tactical operations (including, but not limited to, aircraft, ammunition, armament and weapons, ships, tanks, and vehicles), when prescribed for field or combat use by the Army or Navy of the United States or when prescribed for field or combat use by the Army and Navy of any foreign country, and (e) except for drawing, spacing, or binding wire for other industrial brushes where copper or copper base alloy wire is essential to the efficient performance of the brush). The term "drawing, spacing, or binding wire" does not include "stapling wire"..... Dec. 31, 1942

Cement flooring and composition flooring (except that crude arsenical copper precipitate may be used for flooring for hospital operating and anesthesia rooms, for places where explosives are handled or stored and for places where explosive vapors may be present)..... Dec. 26, 1942

Change making, coin counting and sorting machines..... Feb. 23, 1943

Cooling towers (except when the only copper products or copper base alloy products used are for parts necessary for conducting electricity, bearings, and worm gears for speed reducers)..... Dec. 26, 1942

Daubers for shoe polish..... Feb. 26, 1943

Electrolytic devices for the removal and prevention of scale in boilers..... Dec. 31, 1942

Expansion bolts and caulking anchors..... Feb. 23, 1943

Fans as defined in Order L-176 (except when the only copper products or copper base alloy products used are permitted by the terms of Order L-176 or by a specific authorization of the War Production Board granted pursuant to such order)..... Apr. 6, 1943

Gas heater and stove installation connections..... Feb. 23, 1943

Gas stoves and ranges for household use (except when each valve contains not more than 1/2 ounce of copper base alloy and each control contains not more than 1 1/2 ounces of copper base alloy and the stove or range contains no other copper or copper base alloy whatever)..... Aug. 7, 1942

Governing date

Hand saw crowns, nuts and washers for attaching saw blades to the handle..... Dec. 26, 1942

Hammers..... Dec. 31, 1942

Insignia..... Feb. 26, 1943

Lamps, electric (except for non-portable lamps for use in hospitals or in industry, otherwise than in offices, and then only when the only copper products or copper base alloy products used are for parts necessary for conducting electricity)..... Dec. 31, 1942

Lanterns..... Sept. 7, 1942

Insolcum stripping..... Feb. 26, 1943

Lighting fixtures for use outside of a building (except when the only copper products or copper base alloy products used are for parts necessary for conducting electricity). For lighting fixtures in a building see "Lighting fixtures" under "Building Supplies and Hardware" on the Combined List..... Dec. 31, 1942

Loose-leaf binders..... Dec. 26, 1942

Mattress buttons and furniture glides..... Feb. 26, 1943

Parl-mutuel, gambling and gaming machines, devices and accessories..... May 17, 1943

Pipe, tube, tubing and fittings for water supply and distribution systems and installations (except corporation stops and couplings therefor, curb stops and couplings therefor, adapters, unions, solder nipples and ferrules and except for all such pipe, tube, tubing and fittings for use on board ship and in chlorine gas equipment). This takes the place of Interpretation No. 4 of Order L-9-c..... Dec. 26, 1942

Plumbing fixture fittings and trim (except when the only copper products or copper base alloy products used are permitted by the terms of Schedules V, V-a and XII of Order L-42 or any schedules or orders taking their place, or are permitted by a specific authorization of the War Production Board granted pursuant to such a schedule or order)..... Dec. 26, 1942

Putty and scraping knives..... Feb. 26, 1943

Sash balances..... Feb. 26, 1943

Screens and points for oil wells and water wells (except for public and industrial water supply systems and installations)..... May 17, 1943

Seismograph loading pole couplings..... Feb. 23, 1943

Shower curtains..... Dec. 26, 1942

(I) Slide fasteners, hooks and and eyes, brassiere hooks, sew-on, machine attached or riveted snap fasteners, buckles, buttons, corset clasps, garter trimmings, hose supports, personal hardware, pin fasteners, slides, and trouser trimmings; and (II) eyelets, loops, staples, rivets, burrs and tacks for use on wearing apparel..... May 17, 1943

Governing date

Sound equipment attachments for motion picture projection machines (except for parts to repair and maintain necessary existing equipment in public theaters and educational institutions)..... Dec. 31, 1942

Table flatware (except for a copper-silver strike)..... Dec. 31, 1942

Telecans..... Feb. 26, 1943

Trolley frog bodies, trolley wire crossover bodies, trolley clamps used for supporting Fig. 6 or grooved trolley wire (unless used for carrying current), and miscellaneous items such as machine screws, bolts and studs used with overhead trolley line material..... Jan. 20, 1943

Tying devices for laundry..... Feb. 26, 1943

MILITARY EXEMPTION LIST

Notes: Items "Hot water heaters * * *", "Slide fasteners * * *", amended; item "Screens * * *" added; item "Dishwashing machines" deleted May 17, 1943.

Bakery equipment (parts necessary for conducting electricity or where the use of copper products or copper base alloy products is essential to the proper functioning of the parts). For hot water heaters, tanks and coils see below on this list.

Bells (for use on board ship until Feb. 23, 1943).

Blacculars.

Blow torches, gasoline, kerosene and alcohol (parts other than tanks, only).

Buses, cans, jars and other containers (for radio and communication equipment and for powder charges)

Carbonated beverage dispensing units for use on board ship (functional parts subject to corrective action or which come in contact with food, only)

Conduits and pipe (for radio and electrical communication equipment).

Chronometer and watch cases.

Decorations as defined in Army and Navy Regulations when produced to fill purchase orders rated AA-3 or higher only.

Field ranges and oil stoves.

Floats for liquid level control (for use in aircraft and on board ship).

Furniture hardware (for use within magnetic circle on board ship).

Hammers.

Holds, for handling powder, projectiles and explosives (for use on board ship).

Hot water heater coils for hospital, laundry and bakery projects.

Insect screens but only when made with screening manufactured prior to Feb. 23, 1943.

Insignia (but only rank, branch and "U. S." insignia for the Armed Forces when produced to fill purchase orders rated AA-3 or higher) until June 1, 1943.

Kitchen utensils, devices, machines and appliances (parts necessary for conducting electricity or which come in contact with food or where the use of copper products or copper base alloy products is essential to the proper functioning of the parts).

Ladders and stairs, for use in gasoline storage spaces on board ship (trucks, only).

Lanterns, gasoline (generators, valves and controls, only).

Laundry equipment, for use on board ship (parts necessary for conducting electricity or where the use of copper products or copper base alloy products is essential to the proper functioning of the parts). For hot water heaters, tanks and coils see above on this list.

Laundry equipment, mobile, for field use (parts necessary for conducting electricity or where the use of copper products or copper base alloy products is essential to the proper functioning of the parts). For hot water heaters, tanks and coils see above on this list.

Lights, lamps and accessories (for use in aircraft and on board ship).

Locks and latches (for use on board ship).

Motion picture and projection equipment.

Name, identification and metal plates of a gauge of .03125 inch or less (for use in aircraft and on board ship).

Paint (for ship bottoms and flying boat hull bottoms).

Photographic equipment and accessories.

Pins for hinges (for use on board ship).

Prescription scales (health supplies).

Reflectors (for use on board ship, in aircraft searchlights, and recognition lights and hospital operating room lights and therapeutic lights).

Safety lamps flame type (for use on board ship and for use in other places where there is danger of explosion).

Screens and points for water wells.

Shells and caps for electric sockets (for use in aircraft and on board ship)

(1) Slide fasteners and tack buttons for use on jungle clothing and equipment, flying suits and Navy flying boots; (ii) sew-on, machine attached or riveted snap fasteners, buckles, eyelets, staples, rivets and burrs for use on jungle clothing and equipment, and for use on leather, canvas, webbing and duck for field clothing and equipment being produced on a rating of AA-3 or higher; and (iii) springs for snap fasteners for any use.

Soda fountain equipment for use on board ship (functional parts subject to corrosive action or which come in contact with food, only).

Sound equipment attachments for motion picture projection machines.

Table flatware made according to Fed. Spec. RR-T-56 until March 31, 1943.

Telescopes.

Unions and union fittings (for use on board ship).

Valve handles (for use within magnetic circle on board ship).

Valves (for use on board ship).

[F. R. Doc. 43-7884; Filed, May 18, 1943; 4:36 p. m.]

PART 3012—MICRO-CRYSTALLINE WAX AND BLENDS

[Allocation Order M-195]

The fulfillment of requirements for the defense of the United States has created a shortage in the supply of micro-crystalline wax and blends for defense, for private account and for export; and this order is deemed necessary and appropriate in the public interest and to promote the national defense:

§ 3012.1 Allocation Order M-195—(a) *Definitions.* For the purpose of this order:

(1) "Wax" means micro-crystalline wax and blends, as hereinafter defined.

(2) "Micro-crystalline wax", commonly known as amorphous wax or petrolatum wax, means a solid hydrocarbon mixture, of molecular weight averaging higher than paraffin wax, possessing plastic properties, separated entirely from that part of crude petroleum commonly designated as heavy lubricating and cylinder oil stocks, and having a minimum kinematic viscosity of 5.75

centistokes at 210 degrees Fahrenheit and a maximum penetration of 60 at 77 degrees Fahrenheit, determined by A. S. T. M. method D5-25.

(3) "Blends" means mixtures in any proportion of micro-crystalline wax with paraffin wax.

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

(5) "Supplier" means any person who produces, refines or blends wax, or who accepts delivery of wax for redelivery as wax, with or without further refining or blending.

(6) "Use" means the consumption of wax in the manufacture of any article or product made from wax, or the blending of wax with materials other than paraffin wax, but the term "use" does not include the refining of wax, or the blending of micro-crystalline wax with paraffin wax.

(b) *Restrictions on delivery of wax.*

(1) On and after July 1, 1943, no supplier shall use or deliver wax and no person shall accept delivery of wax from a supplier, except as specifically authorized by the War Production Board, upon application pursuant to paragraph (f).

(2) Each person authorized to accept delivery of wax shall use or dispose of such wax and products made therefrom only for the purpose authorized, except as otherwise specifically directed by the War Production Board.

(3) The War Production Board at its discretion may at any time issue special directions to any person with respect to use, blending, delivery or acceptance of delivery of wax.

(c) *Small order exemption.* Notwithstanding the provisions of paragraph (b) (1):

(1) Any person may accept delivery of and any supplier may use 1000 pounds or less of wax in any one calendar month without specific authorization.

(2) Any supplier may deliver 12000 pounds or less of wax in the aggregate during any one calendar quarter in lots of not more than 1000 pounds to any one person in any one calendar month, without regard to preference ratings; or such greater aggregate amount as such supplier may be specifically authorized by the War Production Board to deliver on such small orders.

(d) *Spacing deliveries.* Authorizations to suppliers to make deliveries will be made on a quarterly basis. However, no supplier shall deliver to any one person in any one calendar month more than one third of the quantity of wax which such supplier has been authorized to deliver to such person during the current calendar quarter: *Provided, however,* That deliveries may be made in the nearest practicable container size or carloading, *And provided further,* That this provision shall not apply to interim allocations, or to late deliveries of material in previous months' quotas.

(e) *Brokers and sales agents.* In any case where wax is ordered through a broker or sales agent and such wax is to be delivered by the supplier directly to

the purchaser and not to such broker or sales agent for re-delivery to the purchaser, application and specific authorization shall not be required for the participation of the broker or sales agent in such transaction. In such a case the purchaser may list the broker or sales agent as his supplier in his PD-600 application form and the broker or sales agent may transmit the copy of such form which he receives from the purchaser to the supplier who is to make the delivery, or may otherwise notify the supplier that the purchaser's name should be listed on the supplier's PD-601 form.

(f) *Applications and reports.* (1)

Each person seeking authorization to accept delivery of wax, and each supplier seeking authorization to use or accept delivery of wax, during any calendar quarter shall file application on Form PD-600 in the manner prescribed therein, subject to the following instructions for the purpose of this order:

Form PD-600. Copies of Form PD-600 may be obtained at local field offices of the War Production Board.

Time. Applications shall be made in time to ensure that copies will have reached the supplier and the War Production Board on or before the 5th day of the month preceding the calendar quarter for which authorization for use or acceptance of delivery is requested, except that suppliers may apply on Form PD-600 on or before the 12th day of such month.

Number of copies. Five copies shall be prepared, of which one shall be retained by the applicant, one (in which Tables II, III and IV may be left blank) shall be forwarded to the supplier, and three completely filled out certified copies shall be forwarded to the War Production Board, Chemicals Division, Washington, D. C., Ref.: M-195.

Number of sets. A separate set of PD-600 application forms shall be submitted for each preferred supplier and for each delivery destination or plant of the applicant.

Preferred supplier. Each applicant shall specify as his preferred supplier the person with whom he prefers to place his purchase order, whether a broker, sales agent, distributor, or producer. The applicant shall specify the actual shipping point, if possible, after consultation with his preferred supplier.

Heading. Under name of chemical, specify micro-crystalline wax; under War Production Board order number, specify M-195; under unit of measure, specify short tons (2000 pounds); and otherwise fill in as indicated. If the preferred supplier named has not previously supplied the applicant, specify in the top margin an alternate supplier who has previously supplied the applicant.

Table 1. Specify in the heading the calendar quarter for which authorization for acceptance of delivery or use is sought.

Column 1. Specify trade name or number and A. S. T. M. melting point.

Column 2. Specify quantities requested in short tons for each item listed in Columns 3 and 4, for the next calendar quarter.

Column 3. Fill in as follows:

For orders on hand:

*Primary product
Resale (as wax)
Export (as wax)

For anticipated orders:

*Primary product
Resale (as wax)
Export (as wax)
Inventory (as wax)

The primary products referred to above shall be specified as follows:

Waxed paper

For anticipated orders—Continued.

Waxed fabric
Waxed cartons
Other (specify)

Column 4. Opposite each primary product listed in Column 3, specify in Column 4 the product end use and specify governing military or Lend-Lease contract and specification numbers, including grade and type under specification, if any.

Opposite "Resale" in Column 3, suppliers shall write into Column 4 "upon further authorization" or "for paragraph (c) small orders".

Opposite "Export" in Column 3, specify in Column 4 the name of the individual company or governmental agency to whom or for whose account the wax will be exported, the county of destination and governing export license or contract number, unless Lend-Lease, in which case merely specify the Lend-Lease contract or serial number.

Opposite "Inventory" in Column 3, leave Column 4 blank.

Columns 9 and 10. Leave blank, except for remarks, if any, in Column 10.

Table II. Fill in as indicated. All trade names and grades of wax applied for in Column 1 shall be reported in Table II. Change "month" to "calendar quarter" in heading of the table and of the columns.

Table III. Fill in as indicated. Change "month" to "calendar quarter" in heading.

Table IV. Fill in as indicated for each primary product listed in Column 3 of the application. Change "month" to "calendar quarter" in heading.

(2) Each supplier seeking authorization to make delivery of wax during any calendar quarter shall file application on Form PD-601, in the manner prescribed therein, subject to the following instructions for the purpose of this order:

Form PD-601. Copies of Form PD-601 may be obtained at local field offices of the War Production Board.

Time. Application shall be made in time to ensure that copies will have reached the War Production Board on or before the 15th day of the month preceding the calendar quarter for which authorization to make delivery is sought.

Number of copies. Four copies shall be prepared, of which one shall be retained by the applicant and three certified copies shall be forwarded to the War Production Board, Washington, D. C., Reference: M-195.

Number of sets. A single set of PD-601 forms may be filed for all grades of wax. A separate set of forms shall be filed for each distributing point of each supplier.

Heading. Under name of chemical, specify micro-crystalline wax; under War Production Board order number, specify M-195; specify proposed delivery calendar quarter; under unit of measure, specify short tons (2000 pounds); and otherwise fill in as indicated.

Columns 1 and 2. Fill in as indicated. At the end of Column 1 a request for additional amounts of wax to be delivered pursuant to paragraph (c) may be made under the heading "Small order aggregate".

Specify "Ordered through (name of broker or sales agent)", where the customer's PD-601 form does not name the applicant as supplier (see paragraph (e)), and list the customer's name thereunder.

Column 3. Specify trade name or number and A. S. J. M. melting point.

Columns 4, 5 and 5a. Fill in as indicated.

Columns 6 and 7. Leave blank, except for remarks, if any, in Column 7.

Table II. This table shall be filled in on the regular quarterly application forms and shall be left blank on interim application forms.

In the heading of the table and of the columns change "month" to "calendar quarter".

Column 3. Specify grade in terms of trade name or sales number and A. S. J. M. melting point.

Columns 9, 10 and 11. Fill in as indicated.

Columns 12, 13, 14, 15 and 16. Leave blank.

(3) The War Production Board may require each person affected by this order to file such other reports as may be prescribed, subject to the approval of the Bureau of the Budget, pursuant to the Federal Reports Act of 1942, and may issue special directions to any such person with respect to preparing or filing Forms PD-600 and PD-601.

(g) **Allocations for inventory.** Wax allocated for inventory shall not be used for any purpose except as specifically directed by the War Production Board, or except to fill orders for authorized uses pending arrival of the wax allocated to fill such orders. Upon arrival of such wax the allocated inventory shall be restored.

(h) **Preference ratings.** Unless otherwise directed, suppliers shall make deliveries authorized pursuant to paragraph (b) in a sequence best suited to the needs of their customers, without regard to preference ratings applicable to particular orders.

(i) **Notification of customers.** Each supplier is requested to notify his regular customers as soon as possible of the requirements of this order, but failure to receive such notice shall not excuse any person from complying with the terms hereof.

(j) **Miscellaneous provisions—(1) Applicability of regulations.** Subject to the provisions of paragraph (h), this order and all transactions affected hereby are subject to all applicable provisions of War Production Board regulations, as amended from time to time.

(2) **Effect of other orders.** Nothing contained in this order shall be construed to limit the requirements of any other War Production Board order or of any order of the Petroleum Administrator for War.

(3) **Appeals.** Any appeal from denials of applications or from directions pursuant to this order shall be made by filing a letter in triplicate, referring to the particular action appealed from and stating fully the grounds of the appeal.

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

(5) **Communications.** All reports required to be filed hereunder, and all communications concerning this order shall, unless otherwise directed, be ad-

ressed to: War Production Board, Chemicals Division, Washington, D. C., Reference M-195.

Issued this 19th day of May 1943.

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

[F. R. Doc. 43-7311; Filed, May 19, 1943; 10:37 a. m.]

PART 3014—ARMORED CABLE

[General Limitation Order L-165 as Amended May 19, 1942]

The fulfillment of requirements for the defense of the United States has created a shortage in the supply of ferrous and non-ferrous metals and alloys for defense, for private account, and for export; and the following order is deemed necessary and appropriate in the public interest and to promote the national defense.

§ 3014.1 **General Limitation Order L-165—(a) Definitions.** For the purpose of this order:

(1) "Armored cable" means a fabricated assembly of electric conductors with a flexible metallic exterior covering which covering is formed of a metal strip helically wound with interlocking edges. Armored cable shall include, but is not limited to, armored ground wire, or armored electrical conductors irrespective of whether the conductors of such armored cable are bare, insulated, lead covered, cloth covered, varnish-cambic covered or paper covered.

(2) "Put in process" means the first change by a person in the form of material from the form in which it was received by such person.

(b) **General restrictions.** Notwithstanding any contract or agreement to the contrary, no person shall manufacture or assemble armored cable and no person shall put in process any material for the purpose of manufacturing armored cable.

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

(d) **Appeals.** Any appeal from the provisions of the order shall be filed on Form PD-500 with the field office of the War Production Board for the district in which is located the plant or branch of the appellant to which the appeal relates.

(e) **Applicability of regulations.** This order and all transactions affected thereby are subject to all applicable provisions of the regulations of the War Pro-

duction Board as amended from time to time.

(f) *Applicability of other orders.* Insofar as any other order issued by the War Production Board, or to be issued by it hereafter, limits the use of any material to a greater extent than the limits imposed by this order, the restrictions of such other order shall govern unless otherwise specified therein.

(g) *Communications.* All communications concerning this order shall be addressed to the War Production Board, Building Materials Division, Washington, D. C., Ref.: L-165.

Issued this 19th day of May 1943.

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

[F. R. Doc. 43-7907; Filed, May 19, 1943;
10:37 a. m.]

PART 3147—PHOTOGRAPHIC FILM AND FILM
BASE

[General Limitation Order L-233 as Amended
May 19, 1943]

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

§ 3147.1 *General Limitation Order L-233—(a) Definitions.* For the purposes of this order:

(1) "Amateur-type still film" means roll films and 35 millimeter perforated films (whether packaged as cartridges, spools or in bulk) except 35 millimeter motion picture film.

(2) "Amateur-type motion picture film" means 8 and 16 millimeter reversal-type motion picture film.

(3) "Cut-sheet film" means film packaged in lots of individual flat pieces including film packs, but excluding X-ray film.

(4) "Group I products" means amateur-type still films and amateur-type motion picture films.

(5) "Group II product" means cut-sheet film.

(6) "Group III product" means 35 millimeter motion picture film.

(7) "Restricted film" means Group I, Group II and Group III products, and film base for such products.

(8) "Base period" means the calendar year 1941.

(9) "Manufacturer" means any individual, partnership, association, business trust, corporation, governmental corporation or agency, or any organized group of persons whether incorporated or not, engaged in the business of producing any film or film base whatsoever.

(10) "Preferred order" means any order, contract or subcontract placed by or for the account of the Army or Navy of the United States, the United States Maritime Commission, the War Shipping Administration, the Government of Canada, the Government of any country pursuant to the Act of March 11, 1941, en-

titled "An Act to Promote the Defense of the United States" (Lend-Lease Act), and government agencies or other persons acquiring film or film base for export to and consumption or use in, any foreign country.

(b) *General restrictions.* No manufacturer shall:

(1) On and after December 16, 1942, produce any restricted film other than for preferred orders except in accordance with the provisions of paragraph (c) of this order;

(2) On and after January 1, 1943, produce and sell, lease, trade, ship, lend or transfer any restricted film pursuant to a preferred order except in accordance with the provisions of paragraph (d) of this order;

(3) On and after January 1, 1943, produce any film or film base other than restricted film, whether or not such production is pursuant to a preferred order except in accordance with the provisions of paragraph (e) of this order.

(c) *Limitations on production of restricted film other than for preferred orders.* (1) During the month of December, 1942, no manufacturer shall produce more film base (excluding preferred orders) intended to be used by any person for the production of finished Group I, Group II or Group III products than the following percentages of such film base (including preferred orders) produced by him during the base period:

(i) Film base for Group I products, 5%.

(ii) Film base for Group II product, 7%.

(iii) Film base for Group III product, 7%.

(2) During the month of December 1942, no manufacturer shall produce more finished Group I, Group II or Group III products (excluding preferred orders) than the following percentages of such finished film (including preferred orders) produced by him during the base period:

(i) Group I products, 5%.

(ii) Group II product, 7%.

(iii) Group III product, 7%.

(3) During the three months period beginning January 1, 1943, and for each three months period thereafter, no manufacturer shall produce more film base (excluding preferred orders) intended to be used by any person for the production of finished Group I, Group II or Group III products than the following percentages of such film base (including preferred orders) produced by him during the base period:

(i) Film base for Group I products, 12½%.

(ii) Film base for Group II product, 19%.

(iii) Film base for Group III product, 19%.

(4) During the three months period beginning January 1, 1943, and for each three months period thereafter, no manufacturer shall produce more finished Group I, Group II or Group III products (excluding preferred orders) than the following percentages of such finished film (including preferred orders) produced by him during the base period:

(i) Group I products, 12½%.

(ii) Group II product, 19%.

(iii) Group III product, 19%.

(5) On or after March 9, 1943, no manufacturer shall produce or transfer any restricted film pursuant to a preferred order except in accordance with the provisions of paragraph (d) of this order.

(d) *Limitations on production and delivery of restricted film for preferred orders.* On or before December 20, 1942, and on or before the first day of each third succeeding calendar month thereafter, each manufacturer shall file with the War Production Board a statement in writing in quadruplicate which shall include:

(1) Such manufacturer's proposed production schedule of restricted film for preferred orders so far as then planned, but in any event, for not less than the next succeeding calendar quarter.

(2) His proposed delivery schedules of restricted film for preferred orders so far as then planned, but in any event for not less than the next succeeding calendar quarter.

The War Production Board shall notify manufacturers of its approval or disapproval of the production and delivery schedules for the calendar quarter or more covered in the report. Either at the time the schedule is initially filed by the manufacturer, or at any time thereafter, the War Production Board may change any schedules; direct the cancellation of any order shown on any schedule; prescribe any other schedule for production or deliveries for any period, regardless of whether a schedule for such period, or any part thereof, has been reported by the manufacturer or theretofore approved by the War Production Board; allocate any order listed on the report to any other manufacturer; or direct the delivery of any restricted film whether or not produced pursuant to a preferred order, to any other person, at the established price and terms. No manufacturer shall produce or deliver any restricted film pursuant to a preferred order, except in accordance with schedules approved or prescribed by the War Production Board as above provided; and no manufacturer shall alter any such approved or prescribed production or delivery schedules unless authorized or directed to do so by the War Production Board. In connection with the delivery of any Group III product, the War Production Board may direct that such Group III product be delivered in accordance with the restrictions contained in General Limitation Order L-178 as amended from time to time (§ 3032.1).

(e) *Limitations on production of film and film base other than restricted film.* On or before December 20, 1942, and on or before the first day of each third succeeding calendar month thereafter, each manufacturer shall file with the War Production Board a statement in writing in quadruplicate which shall include such manufacturer's proposed production schedule for any film or film base whatsoever (including preferred orders) other than restricted film so far as then planned, but in any event, for not less

than the next succeeding calendar quarter.

The War Production Board shall notify manufacturers of its approval or disapproval of the production schedules for the calendar quarter or more covered in the report. Either at the time the schedule is initially filed by the manufacturer, or at any time thereafter, the War Production Board may change any schedules; direct the cancellation of any order shown on any schedule; prescribe any other schedule for production for any period, regardless of whether a schedule for such period, or any part thereof, has been reported by the manufacturer, or theretofore approved by the War Production Board; allocate any order listed on the report to any other manufacturer. No manufacturer shall produce any film or film base whatsoever (including preferred orders) other than restricted film, except in accordance with schedules approved or prescribed by the War Production Board as above provided; and no manufacturer shall alter any such approved or prescribed production schedule unless authorized or directed to do so by the War Production Board.

(f) Special provision affecting preference rated orders. All preference ratings for any kind of film are hereby cancelled, except ratings of AA-5 or higher assigned on Forms PD-1A, PD-3A, PD-25A, PD-25F, PD-408 or PD-970, where film is specifically mentioned on the form, or ratings of AA-5 or higher assigned in accordance with procedures authorized for use by the Bureau of Supplies and Accounts (Navy), Coast Guard, or other Supply Arm or Bureau, in place and instead of using Form PD-3A. No person shall apply any other rating for such film. No person who has received, or hereafter receives, any rated order for any film shall extend the rating unless the rating is AA-5 or higher and unless he is informed in writing by the person placing the order that the rating was expressly assigned on one of the above mentioned forms, or in accordance with one of the above mentioned procedures.

(g) Reports. (1) Every manufacturer affected by this order shall execute and file with the War Production Board, Washington, D. C., Ref: L-233, on or before the 10th day following the close of each calendar month, Form PD-655.

(2) Every person affected by this order shall execute and file with the War Production Board such other reports and questionnaires as said Board shall from time to time request.

(h) Records. All persons affected by this order shall keep and preserve for not less than two years, accurate and complete records concerning inventories, production and sales.

(i) Audit and inspection. All records required to be kept by this order shall upon request, be submitted to audit and inspection by duly authorized representatives of the War Production Board.

(j) Avoidance of excessive inventories. No manufacturer shall accumulate for

use in the production of any film or film base whatsoever, inventories of raw materials, semi-processed materials or finished parts in quantities in excess of the minimum amount necessary to maintain production of the rates permitted by this order.

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

(l) Appeal. Any appeal from the provisions of this order should be made on Form PD-500, addressed to the War Production Board, Consumers' Durable Goods Division, Ref: L-233.

(m) Applicability of other orders. In so far as any other order heretofore or hereafter issued by the Office of Production Management or the War Production Board limits the use of any material in the production of any film or film base whatsoever, to a greater extent than the limits imposed by this order, such other order shall govern unless otherwise specified therein.

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

(o) Communications. All reports required to be filed hereunder and all communications concerning this order shall, unless otherwise directed, be addressed to the War Production Board, Consumers' Durable Goods Division, Washington, D. C., Ref: L-233.

Issued this 19th day of May 1943.

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

[F. R. Doc. 43-7203; Filed, May 19, 1943;
10:37 a. m.]

PART 3198—OXY-ACETYLENE APPARATUS

[General Conservation Order L-263 as Amended May 19, 1943]

The fulfillment of requirements for the defense of the United States has created a shortage in the supply of certain critical materials used in the manufacture of oxy-acetylene apparatus for defense, for private account, and for export; and the following order is deemed necessary and appropriate in the public interest and to promote the national defense:

§ 3198.1 General Conservation Order L-263—(a) Definitions. For the purpose of this order:

(1) "Person" means any individual, partnership, association, business trust, corporation, governmental corporation

or agency, or any organized group of persons, whether incorporated or not.

(2) "Manufacturer" means any person to the extent that he is engaged in the fabrication or assembly of oxy-acetylene apparatus, or parts thereof, and includes any sales or distribution agencies, outlets, warehouses, or branches owned or controlled by any such person.

(3) "Dealer" means any person to the extent that he acquires oxy-acetylene apparatus or parts thereof for resale, but does not include any sales or distribution agencies, outlets, warehouses or branches owned or controlled by a manufacturer.

(4) "Oxy-acetylene apparatus" means (i) any new device which uses oxygen, in conjunction with acetylene or other fuel gases, for the welding, heating or cutting of metals; or (ii) any new acetylene generator.

(b) Restrictions on acceptance and delivery of orders. (1) On and after March 6, 1943, no manufacturer or dealer shall accept any order for oxy-acetylene apparatus, or parts thereof, unless the order bears a preference rating of AA-5 or higher.

(2) On and after April 25, 1943, no manufacturer or dealer shall deliver any oxy-acetylene apparatus or parts thereof except in fulfillment of an order bearing a preference rating of AA-5 or higher.

(3) The limitations and restrictions of paragraphs (b) (1) and (b) (2) above shall not apply to (i) any order for, or delivery of oxy-acetylene apparatus or parts for the direct use of the Army, Navy, Maritime Commission or War Shipping Administration, or (ii) any order for, or delivery of parts for repair of oxy-acetylene apparatus which cannot be effectively operated without such repair parts.

(c) Manufacturing and sales restrictions—(1) Material restrictions. On and after May 25, 1943, no non-ferrous metals or stainless steel shall be used in the manufacture of the following parts or portions of manually operated oxy-acetylene apparatus:

(i) Case and bezel or slip ring of pressure gauges.

(ii) Bonnet of regulator.

(iii) Grip of adjusting screws and valves.

(iv) Hose connection nut.

(v) Cylinder connecting nuts for regulators and adaptors.

(vi) Packing nut of needle valves.

(vii) Lever or other actuating control of cutting oxygen.

(viii) Name plates.

(ix) Ferrules or clamps used on hose for sealing tight the hose connections.

(x) Torch handle casing of blowpipes or torches, except where such casing also serves as a conveyor of gas.

(xi) Cylinder adaptors for gases other than oxygen, except the section which conveys the gas.

(xii) Handle for tip cleaning drills.

The provisions of this subparagraph shall not apply to (a) oxy-acetylene apparatus or parts designed and used for operation under water, or (b) to electroplating or coating of any of the above mentioned parts.

(2) Sales restrictions. On and after March 6, 1943, no manufacturer or dealer shall sell any blow pipe or torch tips or hose connections as part of the blow pipe or torch; but shall sell such articles only as separate items of equipment bearing an independent sales price: Provided, however, That the provisions of this subparagraph shall not be construed to permit, justify or require any increase in the sales price of the equipment covered hereby.

(3) Repair facilities for tips. Any manufacturer who maintains facilities for, and performs the function of repairing oxy-acetylene apparatus, or part thereof, manufactured by him shall, upon request, repair any welding or cutting tips of his manufacture, except to the extent that his repair facilities are inadequate to fill the orders so received.

(d) Purchase restrictions. (1) No person located in the United States (excluding any possession or territory thereof) shall purchase any oxy-acetylene apparatus part which will increase his inventory thereof beyond an amount equal to that used by him for repair purposes during the preceding two calendar months.

(2) No person located in the United States (excluding any possession or territory thereof) shall purchase any oxy-acetylene apparatus as spare or standby equipment if and to the extent that the purchase will increase his stock thereof beyond one piece of spare apparatus for each ten pieces of like apparatus, or fraction thereof, in operation.

(e) Production schedules. Regardless of the terms of any other order or rule or regulation of the War Production Board, or of any contractual commitment by any manufacturer, purchaser or other person, the War Production Board may at any time (1) prescribe production and delivery schedules for any manufacturer, for any oxy-acetylene apparatus, or parts, for any periods of time, (2) direct the cancellation of any order held by any manufacturer, (3) allocate any undelivered order to any other manufacturer, or (4) direct the delivery of any oxy-acetylene apparatus or parts, whether in production or completed, to any other person, in accordance with prices and terms regularly established for sales by the supplying manufacturer to such a purchaser; and each manufacturer shall schedule and effect his production and make deliveries of oxy-acetylene appa-

ratus and parts in accordance with any such directions of the War Production Board.

(f) Miscellaneous provisions—(1) Records and reports. All persons affected by this order shall keep and preserve for not less than two years accurate and complete records concerning inventories, production, and sales.

All persons affected by this order shall execute and file with the War Production Board, such reports and questionnaires as the War Production Board shall from time to time request.

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

(3) Other limitation orders. Where the limitations imposed by any other L or M Order are applicable to the subject matter of this order, the most restrictive limitation shall apply, unless otherwise specifically provided herein.

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

(5) Appeals. An appeal from this order may be made either by the manufacturer or by the purchaser or proposed purchaser. Any such appeal from the provisions of this order shall be made by filing a letter in triplicate referring to the particular provision appealed from and stating fully the grounds of the appeal.

(6) Communications. All reports required to be filed hereunder, and all communications concerning this order, shall, unless otherwise directed, be addressed to: War Production Board, General Industrial Equipment Division, Washington, D. C., Ref.: L-268.

Issued this 19th day of May 1943.

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

[F. R. Doc. 43-7909; Filed, May 19, 1943;
10:37 a. m.]

PART 3238—LUMBER

[Limitation Order L-290 as Amended May 19, 1943]

WESTERN LUMBER

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

§ 3238.11 Limitation Order L-290—
(a) Definitions. For the purposes of this order:

(1) "Restricted Western lumber" means any sawed lumber (except shingles, lath, or railroad cross-ties) of any size or grade, whether rough, dressed on one or more sides or edges, dressed and matched, shiplapped, worked to pattern, or grooved for splines, of the following species produced in Washington, Oregon, California, Idaho, Montana, Wyoming, Nevada, Utah, Colorado, Arizona, New Mexico or South Dakota: Ponderosa pine, Idaho white pine, sugar pine, lodgepole pine, white fir, Western white spruce, Engelmann spruce: Provided, That in the case of white fir, restricted Western lumber shall not include white fir produced west of the crest of the Cascade Mountain Range in the States of Oregon and Washington.

(2) "Producer" means any plant which processes, by sawing, edging, planing or other comparable method, 25% or more of the total volume of logs and lumber purchased or received by it, and which sells or otherwise disposes of the product of such processing as lumber; except that "Producer" does not include any sawmill which produced less than 10,000 feet, board measure, of restricted Western lumber per average day of eight hours of continuous operation during the six calendar months preceding the month in which this order takes effect, or which currently so produces on the average less than 10,000 feet, and does not include any establishment known in the trade as a local retail yard whose operations are confined principally to distributing lumber locally and which processes as an incident thereto for the servicing of customers, and does not include any sawmill engaged in local retail distribution in areas not served by retail yards, to the extent that it is so engaged.

(3) "Volume" means board foot volume processed or sold within the six calendar months immediately prior to the month in which the transaction affected by this order occurred.

(4) "Procuring agency" means the Central Procuring Agency of the Construction Division of the Corps of Engineers of the United States Army.

(b) General restrictions. No producer shall sell, ship or deliver (including delivery by a producer to any distribution yard, box factory or cut-up plant of such producer) any restricted Western lumber except that:

(1) Any producer may sell, ship or deliver (either directly or through one or more intervening persons) any restricted Western lumber to or for the account of the Procuring Agency or to or for the account of any contractor or other person designated by such agency, but only if there is endorsed on the purchase order or contract for such lumber a statement in substantially the following form, signed manually or in the manner provided in Priorities Regulation No. 7:

All restricted Western lumber covered by this purchase order (or contract) is to be sold, shipped or delivered to, or received by, the Procuring Agency or a contractor or other person designated by such Agency on a specific purchase order (or contract) already entered, in compliance with para-

graph (b) (1) of Limitation Order L-290, with the terms of which I am familiar.

 Purchaser
 By -----
 Title or rank

Date: -----

Provided, however, That when a producer has received written directions from the Procuring Agency to sell, ship or deliver restricted Western lumber to any contractor or other person designated by such Procuring Agency, such producer may comply with such directions and no such endorsed purchase order or contract shall be required from such contractor or other person.

(2) Any producer may sell, ship or deliver (either directly or through one or more intervening persons) any restricted Western lumber to be delivered to or for the account of the Agencies or Governments specified in paragraphs (b) (1) or (b) (2) of § 944.1, Priorities Regulation No. 1, as amended from time to time, or to or for the account of the contractors or sub-contractors of such Agencies or Governments for use on specific contracts or sub-contracts; or which is to be physically incorporated into material, or used for packing, boxing, crating or stowing for shipment of material, or physically incorporated into production facilities (such as patterns, flasks, forms, jigs, vats, tanks, work tables, work benches or scaffolding) used in the production of any material,—which will be delivered to such Agencies or Governments, or to such contractors or sub-contractors for use on specific contracts or sub-contracts; but only if there is endorsed on the purchase order or contract for such restricted Western lumber a statement in substantially the following form signed manually or in the manner provided in Priorities Regulation No. 7;

All restricted Western lumber covered by this purchase order (or contract) is required in order to fill a specific purchase order (or contract), already entered, in compliance with paragraph (b) (2) of Limitation Order L-290, with the terms of which I am familiar.

 Purchaser
 By -----
 Title or rank

Date: -----

(3) Any restricted Western lumber which was actually in transit on May 13, 1943, may be delivered to its ultimate destination.

(4) Any producer may sell, ship or deliver restricted Western lumber to any other producer.

(5) Any producer may sell, ship or deliver any restricted Western lumber upon the specific authorization of the War Production Board on Form PD-872, or upon the direction of the War Production Board pursuant to paragraph (d) of this order. Any person seeking authorization on Form PD-872 shall make application on such form in the manner prescribed therein (Copies of form PD-872 may be obtained at local field offices of the War Production Board). Nothing in this order shall be construed to prohibit any person from purchasing restricted Western lumber from a producer subject

to authorization on form PD-872 being granted prior to shipment or delivery.

Each endorsement made under the provisions of this order shall constitute a representation to the producer and to the War Production Board that the restricted Western lumber referred to therein will be sold, shipped, delivered or received in accordance with such endorsement.

No producer shall make delivery under this order who has reason to believe that the purchaser has furnished a false certification; and no person shall falsely furnish the certification specified above.

Any producer may rely upon the facts furnished in the above mentioned certification and shall not be responsible for any action taken by him under this order in reliance upon inaccurate or untrue statements therein, unless he has reason to believe that such statements are inaccurate or untrue.

(c) *Limitation on purchase for construction.* Notwithstanding the foregoing provisions, no person shall purchase from a producer any of the following grades of restricted Western lumber for use in the erection, construction, reconstruction, restoration or remodeling of any building, structure or project (including lumber for additions or extensions and maintenance or repair, and including lumber for production of fabricated articles used in construction such as doors, windows, sashes and the like), except as may be specifically authorized under paragraph (b) (5) of this order, or upon the direction of the War Production Board pursuant to paragraph (d) of this order; No. 1, No. 2, No. 3, No. 4, No. 5 common; inch shop, 5/4 and thicker No. 2 shop and 5/4 and thicker No. 3 shop; No. 1 box, No. 2 box; No. 1 dimension, No. 2 dimension.

(d) *Allocations.* The War Production Board may, from time to time, allocate specific quantities or percentages of production or shipments by any person of restricted Western lumber, to specified persons or for specified uses. It may also direct the manner and quantities in which delivery shall be made to specified persons or for specified uses (including directions to any person to reserve any part of his production for distribution within specified areas as the War Production Board may direct); and may direct or prohibit particular uses of restricted Western lumber or the production by any person of particular items of restricted Western lumber. Such allocations and directions will be made to insure the satisfaction of war requirements of the United States, both direct and indirect, and they may be made, in the discretion of the War Production Board, without regard to any preference ratings assigned to particular purchase orders or contracts. The War Production Board may also take into consideration the possible dislocation of labor and the necessity of keeping a plant in operation so that it may be able to fulfill war and essential civilian requirements.

(e) *Applicability of regulations.* This order and all transactions affected thereby are subject to all applicable provisions of the regulations of the War

Production Board as amended from time to time.

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

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

(h) *Communications.* All communications concerning this order shall be addressed as follows: Lumber and Lumber Products Division, War Production Board, Washington, D. C. Ref.: L-290.

This order shall take effect May 13, 1943.

Issued this 19th day of May 1943.

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

[P. R. Doc. 43-7910; Filed, May 19, 1943; 10:37 a. m.]

Chapter XI—Office of Price Administration

PART 1340—FUEL

[MFR 323, Amendment 4]

ASPHALT AND ASPHALT PRODUCTS

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

Section 1340.353 (d) is amended to read as follows:

(d) *Roofing flux converters.* If a seller purchases roofing flux and thereafter converts or processes it at his plant, his maximum bulk price f. o. b. his plant for the asphalt so converted or processed shall be the sum of the following amounts: (1) The maximum price of asphalt of the same grade as the asphalt so converted or processed at the refinery from which shipment was made to such seller, (2) the actual cost of transportation incurred in transporting the roofing flux to such seller's plant and (3) fifty cents per ton.

This amendment shall become effective May 24, 1943.

(Pub. Laws 421 and 729, 77th Cong.; E.O. 9250, 7 F.R. 7371)

Issued this 18th day of May 1943.

FREDERICK M. BROWN,
 Administrator.

[P. R. Doc. 43-7570; Filed, May 18, 1943; 3:21 p. m.]

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

¹0 F.R. 2101, 3241.

PART 1390—MACHINERY AND TRANSPORTATION EQUIPMENT

[MPR 136,¹ as Amended, Amendment 85]
MACHINES AND PARTS, AND MACHINERY SERVICES

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

Section 1390.33 (c) is amended by inserting in the list after "Brushes, industrial power-driven," the item set forth below:

Casters, except those subject to § 1390.32 Appendix A of this regulation.

This amendment shall become effective on the 24th day of May, 1943.

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

Issued this 18th day of May 1943.

PRENTISS M. BROWN,
Administrator.

[F. R. Doc. 43-7869; Filed, May 18, 1943; 3:21 p. m.]

PART 1407—RATIONING OF FOOD AND FOOD PRODUCTS

[RO 16,² Amendment 23]

MEAT, FATS, FISH AND CHEESES

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

Ration Order 16 is amended in the following respects:

1. Section 3.3 is amended to read as follows:

SEC. 3.3 Consumers may arrange to have their food processed or otherwise prepared. (a) On or after May 24, 1943, any consumer may bring any of his food covered by this order to another person to be processed, cut, ground, boned, frozen, packaged or similarly prepared, and may get the same food back after it is so prepared, without any surrender of points by either person.

(b) If the consumer does not wait to get the food back, a retailer, wholesaler or primary distributor who gets the food for processing or other preparation must keep a record showing the item received, its weight, the date he received it, and the name and address of the consumer. This record must be prepared when he gets the food from the consumer. When he returns the food to the consumer, he

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

¹ 7 F.R. 3198, 3370, 3447, 3723, 4176, 5047, 5362, 5685, 5908, 6425, 6682, 6899, 6964, 6965, 6937, 7010, 7246, 7320, 7365, 6973, 7509, 7602, 7739, 7744, 7907, 7912, 7944, 7945, 8198, 8362, 8433, 8479, 8520, 8652, 8707, 8897, 8948, 9001, 9040, 9041, 9042, 9053, 9054, 9729, 9736, 9822, 9823, 9899, 10109, 10230, 10556; 8 F.R. 155, 369, 534, 1058, 1382, 2270, 3314, 3370, 3848, 4341, 4476, 4515, 4516, 4524, 4787, 5567, 5306, 5746, 5818.

² 8 F.R. 3591, 3715, 3949, 4137, 4350, 4423, 4721, 4784, 4893, 4967, 5172, 5318, 5679, 5567, 5739, 5819, 6046.

must add to this record the date he returned it.

2. Section 10.5 (d) (4) is added to read as follows:

(4) Points which are mailed are considered given up when the envelope containing them is postmarked.

3. Section 11.14 is added to read as follows:

SEC. 11.14 Foods may be transferred by and to consumers, point-free, for custom processing or other preparation. (a) On or after May 24, 1943, any consumer may bring any of his food covered by this order to another person to be processed, cut, ground, boned, frozen, packaged or similarly prepared and may get the same food back after it is so prepared, without any surrender of points by either person.

This amendment shall become effective May 24, 1943.

(Pub. Law 671, 76th Cong., as amended by Pub. Laws 89, 421, 507 and 729, 77th Cong.; E.O. 9125, 7 F.R. 2719; E.O. 9280, 7 F.R. 10179; W.P.B. Dir. 1, 7 F.R. 562,

and Supp. Dir. 1-M, 7 F.R. 7234; Food Dir. 1, 8 F.R. 827; Food Dir. 3, 8 F.R. 2005, Food Dir. 5, 8 F.R. 2251; Food Dir. 6, 8 F.R. 3471; Food Dir. 7, 8 F.R. 3471)

NOTE: All reporting and record-keeping requirements of this amendment have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Issued this 18th day of May 1943.

PRENTISS M. BROWN,
Administrator.

[F. R. Doc. 43-7867; Filed, May 18, 1943; 3:20 p. m.]

PART 1418—TERRITORIES AND POSSESSIONS

[MPR 183, Amendment 25]

PUERTO RICO

(Correction)

In Table XX in § 1418.14 (v) of the document appearing on page 5739 of the issue for Tuesday, May 4, 1943, the entries for fancy diced carrots in cases of 24 #2 cans should read as follows:

Items and brand names	Unit	Price to wholesaler	Price to retailer	Retail price
Canned carrots:				
Fancy, diced:				
Lily of the Valley.....	Case of 24 #2 cans.....	\$2.45	\$2.85	\$0.15
Premier.....		2.45	2.85	.15
Royal Scarlett.....		3.60	4.20	.23
Snyder.....		2.45	2.85	.15
S & W.....		3.60	4.20	.23
Country Queen.....		2.45	2.85	.15
The entries for Heinz (old style) canned soups, pepper pot, should read as follows:				
Pepper pot.....	24 15 oz. cans.....	3.15	3.60	.13
Pepper pot.....	36 9 1/4 oz. cans.....	3.20	3.65	.11

PART 1499—COMMODITIES AND SERVICES

[Order 467 Under § 1499.3 (b) of GMPR]

TRENTON RADIO COMPANY

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, *It is ordered:*

§ 1499.1905 Approval of maximum prices for sales of a new model radio assembled by Trenton Radio Company. (a) This Order No. 467 sets maximum prices for sales of a new model radio, assembled by Trenton Radio Company, 300 Grant Avenue, Morgantown, West Virginia and described in its application dated February 13, 1942.

(1) For a sale by the assembler to retailers, the maximum price is \$27.15, exclusive of federal excise tax, f. o. b. Morgantown, West Virginia.

(2) For a sale at retail, by any person other than the assembler, the maximum price is \$45.25, exclusive of federal excise tax.

(3) For a sale at retail by the assembler to the ultimate consumer, the maximum price is \$37.25, exclusive of federal excise tax.

(b) To every radio to be shipped to a purchaser for resale, the assembler shall attach a tag or label which plainly states the retail ceiling price.

(c) The assembler shall notify every person who buys from it of the maximum price set by this Order No. 467 for resale by the purchaser. This notice shall be given at or prior to the first invoice to each purchaser, and may be given in any convenient form.

(d) This Order No. 467 may be revoked or amended by the Price Administrator at any time.

(e) Unless the context otherwise requires, the definitions set forth in § 1499.20 of the General Maximum Price Regulation shall apply to the terms used herein.

This Order No. 467 shall become effective May 19, 1943.

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

Issued this 18th day of May 1943.

PRENTISS M. BROWN,
Administrator.

[F. R. Doc. 43-7871; Filed, May 18, 1943; 3:21 p. m.]

PART 1499—COMMODITIES AND SERVICES

[Order 468 Under § 1499.3 (b) of GMPR]

EASTMAN KODAK COMPANY

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

§ 1499.1906 *Approval of maximum prices for sales of Cellulose Acetate Butyrate Lacquer No. 7448.* (a) On and after May 19, 1943, Eastman Kodak Company, of Rochester, New York, may sell and deliver and any person may buy and receive Cellulose Acetate Butyrate Lacquer No. 7448 at a price not in excess of that hereinafter set forth:

\$1.62 per gallon in 5-gallon containers.

(b) All discounts, allowances and trade practices in effect with respect to sales of Cellulose Acetate Lacquer No. 7441 during March 1942 by the seller shall remain in effect under this order.

(c) This Order No. 468 may be revoked or amended by the Price Administrator at any time.

This order shall become effective May 19, 1943.

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

Issued this 18th day of May, 1943.

PRENTISS M. BROWN,
Administrator.

[F. R. Doc. 43-7866; Filed, May 18, 1943; 3:20 p. m.]

PART 1499—COMMODITIES AND SERVICES
[Order 241 Under § 1499.18 (b) of GMPR]

R. B. RICE PURE COUNTRY SAUSAGE

Order No. 241 under § 1499.18 (b) of the General Maximum Price Regulation; Docket No. GF3-3120.

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

§ 1499.1841 *Denial of application for adjustment of maximum price of pork sausage sold by R. B. Rice, doing business as R. B. Rice Pure Country Sausage, of Missouri.* (a) The application of R. B. Rice, Missouri, filed February 19, 1943, and assigned Docket No. GF3-3120, requesting permission to increase the maximum price of pork sausage sold by him, is denied.

(b) This Order No. 241 (§ 1499.1841) shall become effective May 18, 1943.

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

Issued this 18th day of May 1943.

PRENTISS M. BROWN,
Administrator.

[F. R. Doc. 43-7872; Filed, May 18, 1943; 3:21 p. m.]

PART 1499—COMMODITIES AND SERVICES
[Rev. SR 1² to GMPR, Amendment 4]

EXCEPTIONS OF COMMODITY TRANSACTIONS

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith,

*Copies may be obtained from the Office of Price Administration.
18 F.R. 4978, 6055.

has been filed with the Division of the Federal Register.*

The effective date provision of Revised Supplementary Regulation No. 1 is amended to read as follows:

Revised Supplementary Regulation No. 1 shall become effective April 22, 1943, except that section 2.3 (e) shall be effective as of May 11, 1942.

This amendment shall become effective May 24, 1943.

(Pub. Laws 421 and 729, 77th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9320, 8 F.R. 4081)

Issued this 18th day of May 1943.

PRENTISS M. BROWN,
Administrator.

[F. R. Doc. 43-7865; Filed, May 18, 1943; 3:20 p. m.]

PART 1499—COMMODITIES AND SERVICES
[SR 14 to GMPR, Amendment 173]

SOYBEAN, COTTONSEED AND PEANUT OIL MEALS AND OIL CAKES

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

Section 1499.73 (a) (5) (ii) is amended to read as follows:

(ii) *Maximum prices for sales of imported cottonseed, and peanut oil meals and oil cakes.* No person shall sell or deliver imported cottonseed or peanut oil meals or oil cakes at a higher price than could lawfully be charged for a like sale or delivery by a like class of seller of domestic cottonseed or peanut oil meals or oil cakes: *Provided*, That in the case of the first sale within the United States the seller can charge no more than he could lawfully charge if he had purchased the meal or cake in question from that domestic processor located at or nearest to the port of entry of the meal or cake in question: *And provided further*, That a mixed feed manufacturer in determining maximum prices under Maximum Price Regulation 378 on his mixed feed for animals and poultry shall calculate his "cost" of any imported cottonseed or peanut oil meals or oil cakes used therein at the maximum price thereof as above provided if he purchased the same within the United States or if he did not then at the maximum price thereof as above provided as if he were the first seller thereof within the United States to a buyer located at his production plant.

This amendment shall become effective May 24, 1943.

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

Issued this 18th day of May 1943.

PRENTISS M. BROWN,
Administrator.

[F. R. Doc. 43-7863; Filed, May 18, 1943; 3:20 p. m.]

PART 1499—COMMODITIES AND SERVICES
[Order 463 Under § 1499.3 (b) of GMPR]

WEST COAST SEA-PAK COMPANY

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

§ 1499.1907 *Authorization of maximum prices for sales of Sea-Pak products by West Coast Sea-Pak Company, 220 Montgomery Street, San Francisco, California, by wholesalers and by retailers.* (a) On and after May 19, 1943, the maximum prices, f. o. b. factory, for sales by West Coast Sea-Pak Company, 220 Montgomery Street, San Francisco, California, of the following Sea-Pak products shall be:

Sea-Pak

One pound cartons packed 24 to the case. 34½ cents per carton.

Ten pound cartons packed 6 to the case. \$3.30 per carton.

Sea-Pak (Salmon)

One pound cartons packed 24 to the case. 43 cents per carton.

Ten pound cartons packed 6 to the case. \$4.10 per carton.

Sea-Pak (Tuna)

One pound cartons packed 24 to the case. 57½ cents per carton.

Ten pound cartons packed 6 to the case. \$5.69 per carton.

(b) Sellers at wholesale shall determine their maximum delivered selling prices for Sea-Pak, Sea-Pak (Salmon) and Sea-Pak (Tuna) by adding to their net cost of these items a markup of 33 per cent of their net cost. Where a maximum price per dozen determined by the provisions of this paragraph is a fractional cent price and the fraction of a cent is less than one-half cent, the price per dozen shall be lowered to the next lower cent. If the fraction is one-half cent or larger, the wholesaler is permitted to increase his maximum price per dozen to the next higher cent.

Net cost for a wholesaler as mentioned in this paragraph shall be his invoice price for Sea-Pak products delivered in a customary quantity of this type of item by the customary mode of transportation to his customary receiving point, less all discounts allowed him except a discount for prompt payment. No charge or cost for unloading or local trucking shall be included in net cost.

(c) Sellers at retail shall determine their maximum selling prices for Sea-Pak, Sea-Pak (Salmon) and Sea-Pak (Tuna) by adding to their net cost of these items a markup of 36 percent of their net cost. Where a price per carton determined by the provisions of this paragraph is a fractional cent price and the fraction of a cent is less than one-half cent the price per carton shall be lowered to the next lower cent. If the fraction is one-half cent or larger, the retailer is permitted to increase his

maximum price per dozen to the next higher cent.

Net cost for a retailer as mentioned in this paragraph shall be his invoice price for Sea-Pak products delivered to his customary receiving point in a customary quantity of this type of item by the customary mode of transportation and from a customary source of supply, less all discounts allowed him except a discount for prompt payment. No charge or cost for unloading or local trucking shall be included in net cost.

(d) On and after May 19, 1943, West Coast Sea-Pak Company shall supply a written notification to each wholesaler before or at the time of the first delivery of a Sea-Pak product to such wholesaler, and for a period of three months thereafter shall include with each shipping unit of a Sea-Pak product a written notification to retailers. If such retailer notification is enclosed in a shipping unit, a legend shall be affixed outside of such unit to read "Retailer's Notice Enclosed." The written notifications, for each type of purchaser, shall include the following appropriate statements:

NOTIFICATION FROM WEST COAST SEA-PAK COMPANY TO WHOLESALERS

The OPA has authorized us to charge wholesale; the following prices, f. o. b. factory, for Sea-Pak products:

Sea-Pak

One pound	cartons	34½ cents per carton,
packed 24	to the	
case.		
Ten pound	cartons	\$3.30 per carton.
packed 6	to the	
case.		

Sea-Pak (Salmon)

One pound	cartons	43 cents per carton.
packed 24	to the	
case.		
Ten pound	cartons	\$4.10 per carton.
packed 6	to the	
case.		

Sea-Pak (Tuna)

One pound	cartons	57½ cents per carton.
packed 24	to the	
case.		
Ten pound	cartons	\$5.60 per carton.
packed 6	to the	
case.		

Wholesalers are authorized to establish their ceiling prices by adding to their net cost of these items 33 per cent of such net cost. Net cost is the invoice cost at the customary receiving point, less all discounts, if any, other than for prompt payment, and excluding charges for local hauling. Retailers shall establish ceiling prices by adding to their net cost 36 per cent of such net cost. Each individual ceiling price determined by any seller shall be figured to the nearest cent (raise one-half cent fractions to the next even cent). A copy of the notification to retailers is included in every shipping unit of these items. If the initial sale of these items to any retailer is a split case sale, wholesalers are required to provide such retailer with a copy of the retail notification so enclosed. OPA requires that you keep this notice for examination.

NOTIFICATION FROM WEST COAST SEA-PAK COMPANY TO RETAILERS

The OPA authorizes retailers to establish ceiling prices for Sea-Pak, Sea-Pak (Salmon) and Sea-Pak (Tuna) by adding to their net cost of these items 36 per cent of such net cost. Net cost is the invoice cost at the cus-

tomary receiving point less all discounts, if any, other than for prompt payment, and excluding charges for local hauling. Such ceiling prices shall be figured to the nearest cent (raise one-half cent fractions to the next even cent). OPA requires that you keep this notice for examination.

(e) This Order No. 469 may be revoked or amended by the Price Administrator at any time.

(f) This Order No. 469 (§ 1499.1907) shall become effective May 19, 1943.

(Pub. Laws 421 and 729, 77th Cong.; E.O. 9250, 7 F.R. 7871, E.O. 9328, 8 F.R. 4681)

Issued this 18th day of May 1943.

PRENTISS M. BROWN,
Administrator.

[F. R. Doc. 43-7901; Filed, May 18, 1943; 4:48 p. m.]

PART 1499—COMMODITIES AND SERVICES

[Order 470 Under § 1499.3 (b) of GMPR]

GENERAL LATEX AND CHEMICAL CORPORATION

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

§ 1499.1908 *Approval of maximum prices for sales of compound A-176-E Navy Grey #1 manufactured by the General Latex and Chemical Corporation.*

(a) The maximum prices for sales by the General Latex and Chemical Corporation, 666 Main Street, Cambridge, Massachusetts, of compound A-176-E Navy Grey #1 manufactured by that company shall be the prices set forth below:

\$2.50 per gallon, or \$0.30 per wet pound, in carloads of 50-55 gal. drums.

\$2.60 per gallon, or \$0.31 per wet pound, in less carloads, 50-55 gal. drums.

\$2.75 per gallon, or \$0.325 per wet pound, in 5 and 10 gallon lots.

\$2.85 per gallon, or \$0.335 per wet pound, in single gallon lots.

(b) All discounts, trade practices, and practices relating to the payment of shipping charges in effect during March 1942 on the sale by the General Latex and Chemical Corporation of the fabric coating compound designated S-23 Brown #2 shall apply to the maximum prices set forth in paragraph (a).

(c) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective May 19, 1943.

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

Issued this 18th day of May 1943.

PRENTISS M. BROWN,
Administrator.

[F. R. Doc. 43-7899; Filed, May 18, 1943; 4:48 p. m.]

PART 1499—COMMODITIES AND SERVICES

[Order 471 Under § 1499.3 (b) of GMPR]

WINEMILLER AND MILLER, INC.

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

§ 1499.1909 *Approval of maximum prices for the sale of Eastman 8 x 10 film scrap.* (a) Winemiller and Miller, Inc., 420 Lexington Avenue, New York, N. Y., may sell and deliver and any person may buy from that company, used Eastman 8 x 10 safety film scrap at a price not in excess of \$.23 per pound, f. o. b. New York, N. Y.; *Provided*, That this order shall apply only to the 2,000 pounds more or less, of such film scrap which the applicant had in its possession on April 28, 1943.

(b) All discounts, allowances, and other customary practices with respect to the sale of film scrap during March 1942 shall apply to the maximum price set forth in paragraph (a) of this order.

(c) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective May 19, 1943.

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

Issued this 18th day of May 1943.

PRENTISS M. BROWN,
Administrator.

[F. R. Doc. 43-7900; Filed, May 18, 1943; 4:48 p. m.]

PART 1499—COMMODITIES AND SERVICES

[Order 242 Under § 1499.18 (b) of GMPR]

M'KEON CANNING CO., INC.

Order No. 242 under § 1499.18 (b) of the General Maximum Price Regulation; Docket No. GF3-2517.

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

§ 1499.1842 *Denial of application of McKeon Canning Co., Inc., P. O. Box 388, Burbank, California, for adjustment of maximum price for New England Style Baked Beans in glass.* (a) The application of McKeon Canning Co., Inc., filed October 24, 1942, for adjustment of its maximum price for New England Style Baked Beans in glass is hereby denied.

This Order No. 242 shall become effective May 18, 1943.

(Pub. Laws 421 and 729, 77th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 18th day of May 1943.

PRENTISS M. BROWN,
Administrator.

[F. R. Doc. 43-7903; Filed, May 18, 1943; 4:48 p. m.]

PART 1499—COMMODITIES AND SERVICES

[Order 19 Under § 1499.18 (c), as Amended, of GMPR]

WASON BROS. COMPANY

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

§ 1499.1519 *Denial of application of Wason Bros. Company, Inc., 3201 West-*

ern Avenue, Seattle, Washington, for adjustment of maximum prices for Gelatin Dessert Powder. (a) The application of Wason Bros. Company, Inc., filed November 30, 1942, for adjustment of its maximum prices for Gelatin Dessert Powder is hereby denied.

This Order No. 19 shall become effective May 18, 1943.

(Pub. Laws 421 and 729, 77th Cong.; E.O. 9250, 7 F.R. 7871, E.O. 9328, 8 F.R. 4681)

Issued this 18th day of May 1943.

PRENTISS M. BROWN,
Administrator.

[F. R. Doc. 43-7902; Filed, May 18, 1943; 4:48 p. m.]

PART 1340—FUEL

[RPS 88, Amendment 99]

PETROLEUM AND PETROLEUM PRODUCTS

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

In § 1340.159 (c) (3) a new subdivision (xxiii) is added to read as follows:

(xxiii) *Maximum prices for No. 2 fuel oil.*

Cents per gallon

Boston, Everett, Chelsea, Revere, and Braintree, Mass.:
F. o. b. refineries and seaboard tanker terminals for delivery into barges. 6.45

This amendment shall become effective May 24, 1943.

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

Issued this 18th day of May 1943.

PRENTISS M. BROWN,
Administrator.

[F. R. Doc. 43-7887; Filed, May 18, 1943; 4:49 p. m.]

PART 1340—FUEL

[RPS 88, Amendment 102]

PETROLEUM AND PETROLEUM PRODUCTS

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

Revised Price Schedule No. 88 is amended in the following respects:

1. The heading of subdivision (ii) in § 1340.159 (c) (6) is amended to read as follows:

(ii) *Maximum prices of residual fuel oils and blends thereof with distillate fuel oils, of the A. P. I. gravities indicated below and otherwise meeting current commercial standard specifications for*

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

¹8 F.R. 3718, 3795, 3845, 4130, 4131, 3841, 4252, 4334, 4783, 4918, 4840, 5386, 6044, 6120.

fuel oils, except all diesel fuel oils—(a) Price tables to determine maximum prices f. o. b. refineries and tanker terminals in bulk lots. (Price areas for each table are defined below such table.)

2. The third unnumbered paragraphs in § 1340.159 (c) (6) (ii) (b) and (c) are amended as follows:

The words "Tables I or II" are deleted and the words "Table II" are substituted.

3. Section 1340.159 (c) (6) (ii) (d) is amended by adding the following proviso:

Provided that the maximum prices for Navy Grade Special shall be as follows: In Price Area D the seller's maximum price shall be either the price for the same gravity fuel oil in Table I or \$1.05, whichever is higher, except that where a price has been approved under § 1340.159 (b) (7) higher than \$1.05, such price can be charged until May 30, 1943. In other price areas his maximum price shall be either the applicable price for the same gravity fuel oil in the table or his maximum price established under other provisions of this price schedule whichever is higher.

4. Section 1340.159 (c) (6) (iv) is amended to read as follows:

(iv) *California.* The maximum prices, exclusive of taxes, f. o. b. refineries and tanker terminals for Pacific Standard No. 300 fuel oil having a viscosity of not less than 25 and not more than 60 seconds Saybolt Furol (at 122° F.), of Pacific Standard No. 400 fuel oil having a viscosity of not less than 60 seconds Saybolt Furol (at 122° F.) and Navy Grade Special fuel oil when sold to consumers or refiners in bulk lots for delivery into barges, tank steamers, ship's bunkers, tank car, motor transport and pipe line shall be as follows:

Area	P. S. No. 300 (fuel oil)	P. S. No. 400 (fuel oil)	Navy grade special
Fresno County.....	\$1.20	\$1.19	\$1.20
Kings County.....	1.20	1.19	1.20
San Luis Obispo County.....	1.20	1.19	1.20
Tulare County.....	1.20	1.19	1.20
Santa Barbara County.....	1.20	1.19	1.20
Kern County.....	1.20	1.19	1.20
Ventura County.....	1.20	1.19	1.20
Los Angeles County.....	1.20	1.19	1.20
Orange County.....	1.20	1.19	1.20
Riverside County.....	1.20	1.19	1.20
San Bernardino County.....	1.20	1.19	1.20
San Francisco Bay Area.....	1.25	1.15	1.25

¹ Maximum f. o. b. refinery and tanker terminal prices at Port San Luis shall be the maximum prices established hereunder at the San Francisco Bay Area.

5. Section 1340.159 (b) (13) is amended by deleting the word "California" in the heading and text.

This amendment shall become effective May 18, 1943.

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

Issued this 18th day of May 1943.

George J. BURKE,
Acting Administrator.

[F. R. Doc. 43-7888; Filed, May 18, 1943; 4:49 p. m.]

PART 1341—CANNED AND PRESERVED FOODS
[MPR 302, Amendment 8]

CERTAIN PACKED FOOD PRODUCTS

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

Section 1341.565 is amended to read as follows:

§ 1341.565 *Grades and invoices.* (a) The term "grade" when used in this regulation, means the grade, at the time of shipment by the processor, as established and defined by the United States Department of Agriculture.²

(b) On and after May 18, 1943, each processor selling any item covered by this regulation shall furnish the purchaser, at or before the time of delivery, with an invoice describing such item and separately stating the grade thereof.

(c) The grade of the item shall be shown on the invoice by use of the United States Department of Agriculture grade designation by letter or descriptive term. For example, the grade of an item which conforms to the specifications for U. S. Grade A may be designated on the invoice "Grade A" or by the descriptive term "Fancy."

(d) In any case in which standards or definitions are established by the United States Department of Agriculture or under authority of the Federal Food, Drug, and Cosmetic Act for sirup or for packing medium for any packed fruit covered by this regulation, the statement of grade on the invoice shall show the sirup or packing medium and shall be described by the same description as that used in the applicable standard or definition.

(e) After May 18, 1943, no processor may sell more than one grade of any packed fruit or packed vegetable under the same brand name, unless the labels on the containers of the different items are clearly distinguished by appropriate words or symbols. For example, if a processor wishes to sell both Grade A and Grade B peas under the brand name "John Doe", he must sell Grade A as John Doe Grade A, Fancy, Supreme or other appropriate term and he must sell Grade B as John Doe Grade B, Extra Standard, Superior or other appropriate term.

(f) After May 18, 1943, no processor may sell any item covered by this regulation under any brand name until he has recorded on his books in ink the grade, and, if he wishes to sell more than one grade under the brand name, the distinguishing words or symbols which will be placed on the labels of the different items. The processor's books containing such records shall be preserved for examination by the Office of Price Administration so long as the Emergency Price Control Act of 1942, as amended, remains in effect. After 2

¹8 F.R. 1114, 1313, 2321, 3732, 3853, 4179, 4633, 4240.

² Copies may be obtained upon request from the United States Department of Agriculture, Washington, D. C.

processor has sold a particular grade of any packed fruit or packed vegetable under a particular brand name (or under a particular brand name and distinguishing word and symbol), the processor shall not sell any other grade of such packed fruit or packed vegetable under that brand name (or brand name and distinguishing word and symbol) without first obtaining the written consent of the nearest district, state or regional office of the Office of Price Administration, having jurisdiction over the seller.

(g) A processor shall not be subject to any criminal penalty, civil enforcement action or suit for treble damages under the Emergency Price Control Act of 1942, as amended, for failure of an item covered by this regulation to conform to the grade designated on the invoice issued with respect thereto if (1) within 90 days prior to shipment of the item by the processor to the purchaser, the Food Distribution Administration (or any successor thereto) has issued to the processor a Certificate of Quality and Condition for Processed Fruits and Vegetables (or any similar certificate) covering a lot or lots which include such item and from which lot or lots samples have been drawn by official graders of the Food Distribution Administration (or any successor thereto) and (2) the grade designated on the invoice conforms to the grade designated on the certificate.

(h) A person who purchases an item covered by this regulation from a processor and who relies in good faith upon the grade designated on the invoice furnished to him by the processor shall not be subject to any criminal penalty or civil enforcement action under the Emergency Price Control Act of 1942, as amended, in connection with such purchase for failure of the item to conform to the grade designated on the invoice. Such person may resell the item at the grade designated on the invoice and shall not be subject to any criminal penalty, civil enforcement action, or suit for treble damages under the Emergency Price Control Act of 1942, as amended, in connection with such resale.

(i) Nothing herein contained shall be deemed or construed to restrict or limit any of the requirements of the Federal Food, Drug, and Cosmetic Act, or any regulation enacted thereunder.

(j) The provisions of this section shall not apply to any products sold to the United States or any agency thereof.

This amendment becomes effective May 18, 1943.

(Pub. Laws 421 and 729, 77th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681.)

Issued this 18th day of May 1943.

GEORGE J. BURKE,
Acting Administrator.

[F. R. Doc. 43-7889; Filed, May 18, 1943;
4:47 p. m.]

PART 1351—FOOD AND FOOD PRODUCTS
[MPR 291, Amendment 5]

CERTAIN SYRUPS AND MOLASSES

A statement of considerations involved in the issuance of this amendment issued

simultaneously herewith has been filed with the Division of the Federal Register.*

Section 1351.1369 is amended in the following respects:

1. The first paragraph of paragraph (a) is amended to read as follows:

(a) Packers' maximum prices for blends of corn syrup and Georgia cane syrup containing not more than 5% by volume of sugar syrup delivered in the "southern zone" shall be as follows:

2. The first paragraph of paragraph (b) is amended to read as follows:

(b) Packers' maximum prices for blends of corn syrup and Georgia cane syrup containing not more than 5% by volume of sugar syrup delivered in all places outside the "southern zone" shall be the following f. o. b. Cairo, Georgia, prices, plus the lowest available freight rate to point of destination:

3. Paragraph (c) is redesignated paragraph (d).

4. Paragraph (d) is redesignated paragraph (e).

5. Paragraph (e) is redesignated paragraph (f).

6. Paragraph (f) is redesignated paragraph (g).

7. The new paragraph (c) is added to read as follows:

(c) Packers maximum prices for blends of syrup containing syrups other than Georgia cane syrup and corn syrup. A packer who packs a blend or blends containing Georgia cane syrup and an ingredient other than corn syrup may establish his maximum price for such blend or blends by adjusting the maximum prices established in paragraphs (a) and (b) above for blends containing corn syrup, Georgia cane syrup and not more than 5% of sugar syrup by volume as follows:

(1) If the blend contains more than 5% of sugar syrup the packer may add to the maximum price established for each range number in paragraphs (a) and (b) above a sum which is equal to the exact difference between the "cost" to him of the sugar syrup above 5% in the blend and an equal volume of corn syrup.

(i) "Cost" as used in this paragraph shall mean the highest price paid by a packer for his most recent purchase of a customary quantity of either corn syrup or the other ingredient or ingredients which he is packing in the blend. Such "cost" shall be his delivered "cost" at his plant or factory. If the packer customarily purchased any of the above mentioned items otherwise than delivered to his plant or factory he shall determine his delivered "cost" by adding the transportation charges actually paid for delivering such item to his factory or plant at a rate not to exceed the lowest available freight rate to the f. o. b. price he paid for the item.

(2) If the packer packs a blend containing Georgia cane syrup and any ingredient other than those provided for above, he shall add to or subtract from the maximum price established for each range number in paragraphs (a) and

(b) above, the exact difference between the "cost" to him of such other ingredient and an equal volume of corn syrup and establish the maximum price for each range number listed above, pursuant to such addition or subtraction.

(3) Once the packer has determined his maximum price for any blend pursuant to (1) and (2) above, he shall not change such price except for manifest clerical error without written consent of the Office of Price Administration.

8. The first paragraph of the new paragraph (f) as amended to read as follows:

(f) Reports. Within 30 days after the effective date of this amendment, or within 30 days after a person starts packing any blend of syrup containing Georgia cane syrup, he shall report to the Sugar Section of the Office of Price Administration, Washington, D. C., the exact percentage by volume of all syrups which he packed in each of his blends on the effective date of the amendment or prior thereto when he last packed such blend, or if he did not pack Georgia cane syrup in blends at that time or prior thereto, the exact percentage by volume of all syrups in each blend which he packed when he began packing such blends.

9. Subparagraph (2) is added to new paragraph (f) to read as follows:

(2) Any packer who established maximum prices pursuant to paragraph (c) of this section, shall complete and mail or otherwise deliver at or before the time of his first delivery, to each purchaser of such blends of syrup a notice to read as follows:

Our new maximum price for ----- brand of syrup is \$----- per case of ----- (delivered in the Southern zone, f. o. b. Cairo, Georgia.) This maximum price is authorized by the Office of Price Administration and has been established pursuant to § 1351.1369 (c) of Maximum Price Regulation No. 291.

This amendment No. 5 shall become effective this 24th day of May 1943.

(Pub. Laws 421 and 729, 77th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 18th day of May 1943.

PRENTISS M. BROWN,
Administrator.

[F. R. Doc. 43-7890; Filed, May 18, 1943;
4:50 p. m.]

PART 1364—FRESH, CURED AND CANNED
MEAT AND FISH

[MPR 394, Amendment 1]

RETAIL CEILING PRICES FOR KOSHER BEEF,
VEAL, LAMB AND MUTTON CUTS

A statement of the considerations involved in the issuance of this Amendment No. 1 to Maximum Price Regulation No. 394 has been issued simultaneously herewith and filed with the Division of the Federal Register.*

1. Section 2 (c) is added and reads as follows:

(c) The appropriate regional office of the Office of Price Administration and

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

*8 F.R. 6364.

*7 F.R., 11002; 8 F.R., 2713, 2714, 3621.

such other offices as may be authorized by the appropriate regional office may, upon a finding by the Regional Administrator that any price or prices established in this Regulation for zone 2 or 3 will increase the level of prices prevailing in a specific area within the Region, issue an order designating such area, and suspending the effectiveness of any price or prices herein established.

This amendment shall be effective as of May 17, 1943.

(Pub. Laws 421 and 729, 77th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9323, 8 F.R. 4681)

Issued this 18th day of May 1943.

GEORGE J. BURKE,
Acting Administrator.

[F. R. Doc. 43-7891; Filed, May 18, 1943; 4:47 p. m.]

PART 1381—SOFTWOOD LUMBER

[Rev. MPR 19, Amendment 1]

SOUTHERN PINE LUMBER

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

Revised Maximum Price Regulation No. 19 is amended in the following respects:

1. Section 2 (b) is amended to read as follows:

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

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

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

(3) "A typical distribution yard" is a wholesale or retail lumber yard which

gets lumber from mills or other yards; unloads, sorts, and resells or redistributes it; which regularly maintains a varied stock of lumber from different regions; which gets its lumber, except for local species, mostly by rail and sells mostly for truck shipment; which is equipped to make quick deliveries of many different items of lumber; and which has been located at its particular site in order to be near a lumber consuming area.

2. Section 2 (c) is amended to read as follows:

(c) *New yards or changed status.* In order to prevent violation of this regulation by unnecessary routing through yards, the Office of Price Administration will not recognize distribution yards, either new or resulting from a change in operations, set up after May 24, 1943, unless the yard writes to the Lumber Branch of the Office of Price Administration, Washington, D. C., and proves that it satisfies the requirements of the definition and that the purpose is not to get around this regulation by means of unnecessary yard business. Until approval is received, the new yard cannot consider itself a distribution yard for the purpose either of this regulation or of any other regulation issued by the Office of Price Administration.

3. Article V, Appendix A, Table 10 is amended by the deletion of footnote 18.

This amendment shall become effective May 24, 1943.

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

Issued this 18th day of May 1943.

FREEMAN M. BROWN,
Administrator.

[F. R. Doc. 43-7892; Filed, May 18, 1943; 4:50 p. m.]

PART 1381—SOFTWOOD LUMBER

[Rev. MPR 161, Amendment 4]

WEST COAST LOGS

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

Revised Maximum Price Regulation No. 161 is amended in the following respects:

1. Section 1381.153, paragraph (b) is amended to read as follows:

(b) *Deduction for non-delivery to towable waters.* If the buyer does not take delivery in towable waters, the maximum price shall be determined as follows:

(1) From the maximum prices in the tables in the next section subtract the costs (calculated under subparagraph (3) below), including transportation, booming and rafting charges, which would have been incurred if the logs had moved to the towable waters of the particular district.

(2) Then add the cost (calculated under subparagraph (3) below) of deliver-

ing to the destination specified by the buyer, including cost of loading on rail cars or dumping in mill pond.

For example: Assume that the buyer takes delivery at a railroad, and that it would have cost \$2.00 to transport the logs to towable waters and \$0.75 for booming and rafting. Assume the cost of delivering the logs to the railroad to be \$1.00 for trucking and \$1.00 for loading on cars. The ceiling price would then be \$3.69 less \$2.75, plus \$2.00, or \$2.94. The intent of this provision is that the log seller should get the same spartree realization no matter where he delivers the logs in a particular district. If he finds that within the district it is more profitable to sell to one buyer than another, he has wrongly applied this section.

(3) In figuring transportation, delivery, booming, rafting and loading charges under this paragraph, the following rates must be used, regardless of actual charges paid or applicable:

(i) *Rail:* Common carrier rail rates.

(ii) *Truck:* A base rate of \$1.00 per M feet, to which shall be added the following rates per M feet per mile or fraction thereof:

- Class "A" Roads, 8½ cents;
- Class "A-1" Roads, 9½ cents;
- Class "B" Roads, 13 cents;
- Class "C" Roads, 16 cents;
- Class "D" Roads, 27 cents.

The classes of roads are defined as follows:

Class "A". Paved or macadamized, not exceeding grades of 6 percent;

Class "A-1". Permanently and continuously maintained fine gravel, smooth surfaced, free from chuck holes, ruts, "washboard" condition and other hazards, not exceeding grades of 6 percent;

Class "B". Graveled, other than specifications in Class "A-1"; also paved, macadamized, or permanently and continuously maintained fine gravel, smooth surface, free from chuck holes, ruts, "washboard" conditions and other hazards, with grades exceeding 6 percent but not exceeding 12 percent; also good plank not exceeding grades of 12 percent;

Class "C". All roads with grades exceeding 12 percent but not exceeding 18 percent; also all dirt, rock or plank other than good plank, not exceeding grades of 18 percent;

Class "D". All roads with grades exceeding 18 percent; also roads consisting of mud or water to a depth of 8 or more inches, or any road that cannot be negotiated by the truck under its own motive power.

(iii) *Booming, rafting, or loading on cars.* The rate charged by the nearest commercial booming, rafting, or loading facility.

2. Section 1381.155, paragraph (a) is amended to read as follows:

(a) *Additions for long lengths.* For No. 1 and No. 2 sawmill logs (all species) and Douglas fir peewee logs, over 41' in length, the following additions may be made to the prices in the above tables:

	Per 1,000 feet
42 to 59'	\$1.00
51 to 59'	2.00
61' and over	3.00

For example, the maximum price on a No. 1 Douglas fir sawmill log 54 feet long in Puget Sound district is \$33.00 per thousand feet. Authorizations for special prices on long lengths granted under the previous provision

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

8 F.R. 5536.

8 F.R. 1117, 2932, 5678.

of this paragraph will continue in effect for the quantity of logs to which the authorization extended. Note that the long log addition may not be made on aircraft grade logs, peeler logs, Douglas fir special logs, ponton logs, and No. 3 logs, or logs sold on a camp run basis.

3. A new section 1381.157a is added, to read as follows:

§ 1381.157a *Douglas fir ponton logs sold on allocation*—(a) *Maximum price.* The maximum delivered price for Douglas fir ponton logs which are actually allocated by the Western Log and Lumber Administrator of the War Production Board shall be \$45.00 per thousand feet log scale in all districts except the Southern Oregon-Tillamook district, where the maximum delivered price shall be \$43.00.

(b) *Grade rule.* Douglas fir ponton logs shall be of No. 1 and No. 2 peeler and No. 1 sawmill types which in the judgment of a certified scaler will develop 50 percent of their net scaled contents in deep cuttings of close, dense, clear material.

The ponton log will include yellow fir and old-growth red fir logs, provided that they meet the following requirements:

(1) Ponton logs shall have a minimum diameter of 30 inches inside the bark at the top or scaling end, and a minimum length of 16 feet.

(2) The slope of grain shall not exceed 1 inch in 15 inches as determined by measurements in a space of 6 lineal feet equidistant from each end of the log.

(3) The rate of growth shall be not less than 8 annual rings per inch in the clear portion of the log at the scaling end. In addition, there shall be an average of one-third or more summerwood with a distinct contrast in color between summerwood and springwood.

(4) Ponton logs shall not include light weight (high floating) overmature logs of soft, brashy or corky wood, and shall be free of pitch streaks and numerous pitch pockets.

This amendment shall become effective May 24, 1943.

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

Issued this 18th day of May 1943.

PRENTISS M. BROWN,
Administrator.

[F. R. Doc. 43-7893; Filed, May 18, 1943; 4:49 p. m.]

PART 1381—SOFTWOOD LUMBER.

[Rev. MPR 219; Amendment 1]

NORTHEASTERN SOFTWOOD LUMBER

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

1. Section 4 (b) is amended to read as follows:

(b) *How to tell a mill from a distribution yard.* The term "mill," as used

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

18 F.R. 4948.

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

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

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

(3) "A typical distribution yard" is a wholesale or retail lumber yard which gets lumber from mills or other yards; unloads, sorts, and resells or redistributes it; which regularly maintains a varied stock of lumber from different regions; which gets its lumber, except for local species, mostly by rail and sells mostly for truck shipment; which is equipped to make quick deliveries of many different items of lumber; and which has been located at its particular site in order to be near a lumber consuming area.

2. Section 4 (c) is amended to read as follows:

(c) *New yards or changed status.* In order to prevent violation of this regulation by unnecessary routing through yards, the Office of Price Administration will not recognize distribution yards, either new or resulting from a change in operations, set up after May 24, 1943, unless the yard writes to the Lumber Branch of the Office of Price Administration, Washington, D. C., and proves that it satisfies the requirements of the definition and that the purpose is not to get around this regulation by means of unnecessary yard business. Until approval is received, the new yard cannot consider itself a distribution yard for the purpose either of this regulation or of any other regulation issued by the Office of Price Administration.

This amendment shall become effective May 24, 1943.

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

Issued this 18th day of May 1943.

PRENTISS M. BROWN,
Administrator.

[F. R. Doc. 43-7894; Filed, May 18, 1943; 4:47 p. m.]

PART 1407—RATIONING OF FOOD AND FOOD PRODUCTS

[RO 16; Amendment 24]

MEAT FOR GUIDE DOGS

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

Section 22.10 is added to read as follows:

SECTION 22.10 *Acquisition of meat for guide dogs.* (a) Any blind person, who has a seeing-eye dog or other dog which has been specially trained to guide blind persons, may, if he needs meat for it, apply for a ration for that purpose. The application must be made on OPA Form R-315, by the person or by someone acting for him and may be made in person or by mail. Each application made by or for the person must be for a period not to exceed three months. The applicant must show:

(1) That he requires the assistance of and has a seeing-eye dog or other dog which has been specially trained to guide blind persons;

(2) That the dog has been fed a diet composed entirely or in substantial part of meat;

(3) That the applicant has not been able to obtain horsemeat as a substitute for the meat in that diet;

(4) That if the diet of the dog does not include meat, its efficiency as a guide dog will be materially impaired during the period required to adjust it to a meatless diet; and

(5) The amount of meat per week required by the dog and the length of time such ration will be required.

The application may be made only to the board for the place where the applicant lives. If the first application is not made in person it must be accompanied by a certificate from a state board or commission for the blind (or similar agency) showing that the dog has been specially trained as a guide dog, or by such other proof as the board may require.

(b) If the board finds that all the requirements of the previous paragraph are satisfied, it may issue to the applicant one or more certificates covering the needs of the dog, but in an amount not to exceed twelve points per week and for a period not to exceed three months.

This amendment shall become effective May 24, 1943.

(Pub. Law 671, 76th Cong., as amended by Pub. Laws 89, 421, 507 and 729, 77th Cong.; E.O. 9125, 7 F.R. 2719; E.O. 9280, 7 F.R. 10179; W.P.B. Dir. 1, 7 F.R. 562, and Supp. Dir. 1-M, 7 F.R. 7234; Food Dir. 1, 8 F.R. 827; Food Dir. 3, 8 F.R. 2005,

* 8 F.R. 3591, 3715, 3949, 4137, 4350, 4423, 4721, 4784, 4893, 4967, 5172, 5318, 5679, 5667, 5679, 5847, 5739, 5819, 6046.

Food Dir. 5, 8 F.R. 2251; Food Dir. 6, 8 F.R. 3471; Food Dir. 7, 8 F.R. 3471)

Issued this 18th day of May 1943.

PRENTISS M. BROWN,
Administrator.

[F. R. Doc. 43-7895; Filed, May 18, 1943;
4:50 p. m.]

PART 1418—TERRITORIES AND POSSESSIONS
[MPR 183, Amendment 33]

PUERTO RICO

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

Maximum Price Regulation 183 is amended in the following respects:

1. Section 1418.1 (a) (23) is added to read as follows:

(23) On and after May 13, 1943, regardless of any contract, agreement, or other obligation, no person shall sell or deliver, and no person in the course of trade or business shall buy or receive powdered whole milk at prices higher than the maximum prices set forth in § 1418.14 (jj), Table XXXI; and no person shall offer, solicit or attempt to do any of the foregoing.

2. Section 1418.14 (s), Table XVIII, is amended to read as follows:

(s) *Table XVIII: Maximum prices for canned Vienna sausage.* (1) The maximum prices for canned Vienna sausage sold or delivered in the Territory of Puerto Rico shall be:

	Sales to wholesalers	Sales at wholesale	Sales at retail
Canned Vienna ends.	Case of 48 4 oz. cans \$3.37	Case of 48 4 oz. cans \$3.72	Price per 4 oz. can \$0.10
Canned Vienna ends.	Case of 24 2 1/2 oz. cans \$3.30	Case of 24 2 1/2 oz. cans \$3.85	Price per 2 1/2 oz. can \$0.32
Canned Vienna ends.	Case of 6 5 lb. cans \$3.20	Case of 6 5 lb. cans \$9.05	Price per 5 lb. can \$1.50
Canned Vienna whole	Case of 24 2 1/2 oz. cans \$16.00	Case of 24 2 1/2 oz. cans \$17.70	Price per 2 1/2 oz. can \$0.73
Canned Vienna whole "Star" brand	Case of 53 4 oz. cans \$3.87	Case of 53 4 oz. cans \$4.27	Price per 4 oz. can \$0.16
Canned Vienna Whole "Andrews" brand	Case of 48 4 oz. cans \$4.17	Case of 48 4 oz. cans \$4.60	Price per 4 oz. can \$0.12
Dry sausages originating in the United States:	Pound	Pound	Pound
Farmer	\$0.47	\$0.54	\$0.70
Holstein	.47	.54	.70
Mortadella	.45	.62	.63

For sales of different quantities the maximum price shall be computed proportionately.

3. Section 1418.144 (dd) (1a) is added to read as follows:

(1a) The maximum price for the following brands of wax matches imported from Cuba shall be:

*Copies may be obtained from the Office of Price Administration.
* 8 F.R. 4122, 4351, 4781, 4788.

Cuban wax matches	At wholesale	At retail
Yumuri No. 100	Per gross \$3.43	Per doz. \$2.67
Yumuri No. 6	6.64	.63
Yumuri No. 2	3.73	.64
Folsan No. 163	6.77	.65
Candado No. A	3.61	.63

4. Section 1418.14 (jj), Table XXXI is added to read as follows:

(jj) *Table XXXI: Specific maximum prices for powdered whole milk.* (1) The maximum price for the Klim and Nido brands of powdered whole milk shall be:

POWDERED WHOLE MILK (KLIM AND NIDO BRANDS)

Carton of—	All sales except at retail (wholesale and other)			At retail (per 1 1/2 lb)
	1 to 4 cartons	5 to 10 cartons	11 or more cartons	
12 one-lb. tins	\$6.89	\$1.70	\$1.60	\$1.65
6 two-and-one-half-lb. tins	7.45	7.25	7.15	1.43
6 five-lb. tins	13.70	13.60	13.50	2.50

This amendment shall become effective as follows:

(a) Sections 1418.1 (a) (23), 1418.14 (dd) (1a) and 1418.14 (jj) shall be effective May 13, 1943.

(b) Section 1418.14 (s) shall be effective May 17, 1943.

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

Issued this 17th day of May 1943.

GEORGE J. BUNSE,
Acting Administrator.

[F. R. Doc. 43-7697; Filed, May 18, 1943;
4:47 p. m.]

PART 1418—TERRITORIES AND POSSESSIONS
[MPR 395]

MAXIMUM PRICES IN THE VIRGIN ISLANDS OF THE UNITED STATES

In the judgment of the Price Administrator, the maximum prices established by this Maximum Price Regulation No. 395 are and will be generally fair and equitable and will effectuate the purposes of the Emergency Price Control Act of 1942, as amended and Executive Order No. 9250. A statement of the considerations involved in the issuance of this regulation has been issued simultaneously herewith and has been filed with the Division of the Federal Register.*

§ 1418.154 *Maximum prices in the Virgin Islands of the United States.* Under the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, and Executive Order No. 9250 Maximum Price Regulation 395 (Maximum prices in the Virgin Islands of the United States), which is annexed hereto and made a part hereof, is hereby issued.

Authority: § 1418.154 issued under Pub. Laws 421 and 729, 77th Cong.; E.O. 9259, 7 F.R. 7871.

MAXIMUM PRICE REGULATION NO. 395—MAXIMUM PRICES IN THE VIRGIN ISLANDS OF THE UNITED STATES

ARTICLE I—PROHIBITION AND SCOPE OF REGULATION

Sec.

- 1 Prohibition against dealing in commodities above maximum prices.
- 2 Less than maximum prices.
- 3 To what transactions, products and persons this ceiling applies.
- 4 Relations to other regulations.
- 5 Geographical applicability.

ARTICLE II—TERMS OF SALE

- 6 Prohibited practices.
- 7 Fractional prices at retail.

ARTICLE III—MISCELLANEOUS

- 8 Petitions for amendment.
- 9 Applications for adjustment.
- 10 Records and reports.
- 11 Enforcement and licensing.
- 12 Definitions.

ARTICLE IV—MAXIMUM PRICES

- 13 Table I: Maximum prices for charcoal.

Article I—Prohibition and Scope of Regulation

SECTION 1 Prohibition against dealing in commodities above maximum prices. (a) Maximum prices are established as follows:

(1) On and after May 25, 1943, regardless of any contract, agreement, lease or other obligation or of any price regulation or order heretofore issued by the Office of Price Administration, no person shall sell or deliver and no person shall in the course of trade or business buy or receive, in the Virgin Islands of the United States any article listed or described in Article V at prices higher than the maximum prices set forth in Article IV; and no person shall agree, offer, solicit, or attempt to do any of the foregoing.

Sec. 2 Less than maximum prices. Lower prices than those set forth in this Maximum Price Regulation No. 395 may be charged, demanded, paid, or offered.

Sec. 3 To what transactions, products and persons this ceiling applies— (a) *What commodities are covered.* This regulation applies only to the articles listed or described in Article IV of this regulation.

(b) *What transactions are covered.* This regulation applies only to sales at wholesale or at retail of the articles listed or described in Article IV of this regulation.

Sec. 4 Relations to other regulations. (a) The sale of commodities not otherwise governed by this Maximum Price Regulation No. 395 shall be covered by the General Maximum Price Regulation,¹ Maximum Price Regulation No. 201,² or any other price regulations applicable to sales within the Virgin Islands of the United States.

Sec. 5 Geographical applicability. (a) The provisions of this Maximum Price Regulation No. 395 shall be applicable to sales within the Virgin Islands of the United States unless otherwise provided herein.

¹ 8 F.R. 3038, 3349, 4347, 4485, 4543, 4978.

² 7 F.R. 6233, 6744, 6347, 10231, 10730, 8 F.R. 1823.

Article II—Terms of Sale

SEC. 6 Prohibited practices—(a) General. Any device to obtain a higher-than-ceiling price without actually raising the dollar-and-cents price is as much a violation of this Maximum Price Regulation No. 395 as an outright over-ceiling price. This applies to devices making use of commissions, services, transportation, arrangements, premiums, special privileges, tying agreements, combination sales, trade understandings and the like.

(b) *Adjustable pricing.* A price may not be made adjustable to a maximum price which will be in effect at some time after delivery of any commodity covered by this regulation has been completed, but the price may be adjustable to the maximum price in effect at the time of delivery.

SEC. 7 Fractional prices at retail. Whenever provision is made in this regulation for the calculation of a maximum price not otherwise specified in dollars and cents, for the sale of a commodity at retail, and such calculation results in a fraction of a cent, then the amount so calculated shall be reduced to the nearest lower cent if the fraction is less than one-half cent, and shall be increased to the nearest higher cent, if the fraction is one-half cent or more.

Article III—Miscellaneous

SEC. 8 Petitions for amendment. (a) Any person seeking an amendment of any provision of this Maximum Price Regulation No. 395 may file a petition for amendment in accordance with the provisions of Revised Procedural Regulation 1: *Provided, however,* That any such petition shall be filed with the Director of the Office of Price Administration for the Virgin Islands of the United States.

SEC. 9 Applications for adjustment. (a) Any seller or group of sellers may apply for adjustment of a maximum price of a commodity established for him or them by this Maximum Price Regulation No. 395, or any order issued hereunder when it appears:

(1) That there exists or threatens to exist in a particular locality a shortage in the supply of such commodity which aids directly in the war program or is essential to a standard of living consistent with the prosecution of the war; and

(2) That such local shortage will be substantially reduced or eliminated by adjusting the maximum prices of such seller and of like sellers for such commodity; and

(3) That such adjustment will not create or tend to create a shortage, or a need for increase in prices, in another locality and will effectuate the purposes of the Emergency Price Control Act of 1942, as amended.

(b) Except as otherwise provided in this section 9, all applications for adjustment shall be filed in accordance with Revised Procedural Regulation No. 7.⁴

SEC. 10 Records and reports—(a) Records to be kept. (1) Every person making sales other than at retail of the commodities subject to this Maximum Price Regulation No. 395 shall, on and after the date any such commodity becomes subject to this regulation, keep for inspection by the Office of Price Administration, for a period of not less than one year, complete and accurate records of each purchase and each sale made by such person, showing the date thereof, the name and address of the buyer and seller, the direct cost thereof, the price paid or received, the mark-up charged and the quantity purchased or sold.

(2) Every person making sales at retail of the commodities subject to this Maximum Price Regulation No. 395 shall, on and after the date any such commodity becomes subject to this regulation, keep for inspection by the Office of Price Administration, for a period of not less than one year, complete and accurate records of each purchase made by the seller, the date thereof, the name and address of the person selling to the seller, the direct cost thereof, the price paid, the quantity purchased, and the mark-up charged by the seller to the buyer.

(b) *Prices to be marked and posted.* (1) On and after the date any commodity becomes subject to this Maximum Price Regulation No. 395, every person offering to sell at retail any such commodity, shall mark the maximum price of such commodity in a manner plainly visible to and understandable by the purchasing public. The maximum prices may be marked on the commodities themselves or may be posted at the place in the establishment where the commodities are offered for sale, and may be posted by price lines if the selling price of each commodity is marked thereon. The maximum prices shall be indicated in the form "Ceiling Price \$-----" or "Our Ceiling \$-----".

(c) *Sales slips and receipts.* (1) Every seller at retail of the commodities subject to this Maximum Price Regulation No. 395, who has customarily given purchasers sales slips or receipts, shall continue to do so. Upon request from a purchaser, every such seller, regardless of previous custom, shall give the purchaser a receipt showing the date, the name and address of the seller, the commodity sold, and the price received for it.

(d) *Notification of maximum retail prices by persons selling to retailers.* (1) Every person selling to a retailer any of the commodities enumerated in Article IV, for which dollar-and-cents prices are established at retail, on and after the effective date of maximum prices established by this Maximum Price Regulation No. 395, before or at the time of the first delivery to such purchaser, shall supply the purchaser with a statement of the maximum retail prices set forth below for the commodity or commodities delivered.

SEC. 11 Enforcement and licensing. (a) Persons violating any provision of this Maximum Price Regulation No. 395 are subject to the criminal penalties, civil penalties, civil enforcement actions, suits for treble damages, and proceedings for revocation of licenses provided for by the Emergency Price Control Act of 1942, as amended, and Executive Order No. 9250.

(b) The registration and licensing provisions of the General Maximum Price Regulation and Maximum Price Regulation No. 201 are herein made applicable to every person selling, at wholesale or retail, any commodity for which a maximum price is now, or may hereafter, be established by this Maximum Price Regulation No. 395 or by any amendment thereto. The General Maximum Price Regulation and Maximum Price Regulation No. 201 in effect, therefore, provide that a license is necessary for persons to make wholesale or retail sales of commodities as defined and covered by this Maximum Price Regulation No. 395. A license is automatically granted to all such sellers making these sales. It is not necessary to apply specially for the license, but a registration may later be required. The Emergency Price Control Act of 1942, as amended, sets forth the circumstances under which licenses may be suspended. The license cannot, of course, be transferred.

SEC. 12 Definitions. (a) When used in this Maximum Price Regulation No. 395 except as otherwise provided herein, the terms:

(1) "Sale at retail" means a sale or selling to an ultimate consumer.

(2) "Sale at wholesale" means a sale by a person who received delivery of a commodity and resells it, without substantially changing its form, to any person other than an ultimate consumer and shall include any sale to the United States, any government, or any of its political subdivisions, any religious, educational or charitable institution, any institution for the sick, deaf, blind, disabled, aged or insane, or any school, hospital, library, commercial or industrial user, or any agency of any of the foregoing.

(3) "To deliver" means to transfer actual possession of the commodity to the purchaser or to any carrier, including a carrier owned or controlled by the seller, for shipment to the purchaser.

(4) "Records" includes books of account, sales lists, sales slips, orders, vouchers, contracts, receipts, invoices, bills of lading, and other papers and documents.

(b) Unless the context otherwise requires, the definitions set forth in section 302 of the Emergency Price Control Act of 1942, as amended, shall apply to the terms used herein.

Article IV—Prohibition and Scope of Regulation

SEC. 13 Table I: Maximum prices for charcoal. (a) Maximum prices for charcoal sold in the Virgin Islands of the United States at retail shall be:

⁴ 7 F.R. 8961; 8 F.R. 3313, 3533, 6173.

⁴ 8 F.R. 5842, 6174.

Unit	Island of St. Croix				Island of St. Thomas		Island of St. John	
	Feb. 15-June 30 inclusive		July 1-Feb. 14 inclusive		Not delivered	Delivered	Not delivered	Delivered
	Not delivered	Delivered	Not delivered	Delivered				
Bag (or barrel).....	\$0.90	\$1.00	\$0.80	\$0.90	\$1.00	\$1.40	\$1.00	\$1.10
Half-bag.....	.45	.50	.40	.45	.50	.70	.50	.55
5 gal. kerosene tin.....	.20	.20	.19	.19	.20	.20	.20	.20
"Klim" tin (5 lbs. net).....	.04	.04	.04	.04	.05	.05	.04	.04
"La Pura" Oleomargarine tin.....	.03	.03	.03	.03	.04	.04	.03	.03
Heap.....								

The maximum price shall be computed by applying proportionately the price per 5 gal. kerosene tin to the size of the heap.

NOTE: The maximum deposit for a bag (container) that may be required of a purchaser at wholesale and at retail by a seller is ten cents (\$0.10). This deposit charge is to be refunded by the seller upon the presentation of the same or a similar bag by the purchaser.

(b) The maximum prices of charcoal sold at wholesale shall not exceed the maximum prices established above for sales at retail.

(c) When used in this Table I, the terms:

(1) "Charcoal" means the carbonaceous residue of wood subjected to smothering combustion.

(2) "Sale at retail" means a sale or selling to an ultimate consumer, including religious, educational or charitable institution, whether by a producer or non-producer of charcoal.

(3) "Sale at wholesale" means a sale by a person who buys a commodity and resells it, without substantially changing its form, to another seller of the commodity, and includes sales by producers to sellers of charcoal, and sales to industrial or commercial users.

(4) "Delivered" means the physical delivery of charcoal by, or at the expense of, the seller to a place different from the location of the seller's business establishment and to a place from which a purchaser customarily receives delivery.

(5) "Units of measurement"

Container	U. S. dry quarts	Capacity	
		Bushels	Ratio to capacity of kerosene tin
Bag (or barrel).....	103.2	3.2	6:1
Half-Bag.....	51.6	1.6	3:1
Kerosene tin (5 liquid gals.).....	17.2	.54	1:1
"Klim" powdered Milk Tin (5 lbs. net) ²	3.4	.11	1:5
"La Pura" oleomargarine tin (5 lbs. net) ²	2.4	.08	1:7

NOTE: The dry measure of a 5-gal. kerosene tin is accurately defined. The specifications of other units are approximately proportionate. A "heap" varies in size as a fractional part of the capacity of a kerosene tin. The specifications of a "heap" may not be fixed exactly.

¹The term "5 liquid gallons" refers to the designated capacity of the container for kerosene.

²The term "5 lbs. net" refers to the capacity of the container designated for the product originally contained therein.

(d) Unless the context otherwise requires, the definitions set forth in section 302 of the Emergency Price Control Act of 1942, as amended, shall apply to the terms used herein.

considerations involved in the issuance of this regulation is issued simultaneously herewith.

Therefore, in accordance with the direction of the President to take action which will stabilize prices affecting the cost of living, and under the authority therewith delegated by the President pursuant to the Act of Congress approved October 2, 1942 entitled "An Act to Aid in Stabilizing the Cost of Living" (H.R. 7565), 77th Congress, 2d Session, and under the authority of Executive Order 9250, Executive Order 9323, and the Emergency Price Control Act of 1942, the Regional Price Administrator of Region VII, hereby issues this Revised Restaurant Maximum Price Regulation No. 7-1, establishing as the maximum prices for food and drink sold for immediate consumption in the above mentioned states the prices prevailing therefor during the seven-day period beginning April 4, 1943, and ending April 10, 1943.

§ 1443.601 *Maximum prices for food and drink sold for immediate consumption.* Under the authority vested in the Regional Administrator of Region VII by the Emergency Price Control Act of 1942 as amended, Executive Order 9250, Executive Order 9323 and General Order No. 50 issued by the Office of Price Administration, Revised Restaurant Maximum Price Regulation No. 7-1 (Food and Drink Sold for Immediate Consumption), which is annexed hereto and made a part hereof, is hereby issued.

AUTHORITY: § 1443.601 issued under Pub. Laws 421 and 723, 77th Cong.; E.O. 9250, 7 P.R. 7671; E.O. 9323; 8 P.R. 4631.

REVISED RESTAURANT MAXIMUM PRICE REGULATION No. 7-1—FOOD AND DRINK SOLD FOR IMMEDIATE CONSUMPTION

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	4	Classes of food items and meals.
	5	No ceiling price for any food item or meal to be higher than the highest ceiling price for a food item or meal of the same class in the base period.
	6	Prohibition against discontinuing meals at certain prices.
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SECTION 1 *Sales at higher than ceiling prices prohibited.* If you own or oper-

EFFECTIVE DATE

This regulation shall become effective May 25, 1943.

NOTE: All reporting and record-keeping requirements of this regulation have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Issued this 13th day of May 1943.

GEORGE J. BURKE,
Acting Administrator.

[F. R. Doc. 43-7896; Filed, May 18, 1943; 4:49 p. m.]

PART 1448—EATING AND DRINKING ESTABLISHMENTS

[Rev. Restaurant MPR 7-1]

FOOD AND DRINK SOLD FOR IMMEDIATE CONSUMPTION

Restaurant Maximum Price Regulation No. 7-1 is redesignated as Revised Restaurant Maximum Price Regulation No. 7-1, and is revised and amended to read as follows:

In the judgment of the Regional Price Administrator of Region VII, the prices of food and beverages sold for immediate consumption in the States of Colorado, Montana, New Mexico, Utah and Wyoming, and all that portion of the State of Idaho lying south of the southern boundary of Idaho County, and all of Harney and Malheur Counties in the State of Oregon, and all of Mohave and Coconino Counties in the State of Arizona, have risen and are threatening further to rise to an extent and in a manner inconsistent with the Emergency Price Control Act of 1942, as amended, and Executive Orders 9250 and 9323.

In the judgment of the Regional Administrator of Region VII, the maximum prices established by this regulation are generally fair and equitable and are necessary to check inflation and to effectuate the purposes of the Act.

So far as practicable, the Regional Administrator of Region VII gave due consideration to prices prevailing between October 1 and 15, 1941, and consulted with the representatives of those affected by this regulation. A statement of the

ate a restaurant, hotel, cafe, delicatessen, soda fountain, boarding house, or any other eating or drinking place, you must not offer or sell any "food item" (including any beverage) or "meal" at a price higher than the ceiling price which you figure according to the directions in the next two sections (Sections 2 and 3). You may, of course, sell at lower than ceiling prices.

SEC. 2 *How you figure ceiling prices for food items and meals you offered in the seven-day period from April 4, 1943, to April 10, 1943.* (a) Your ceiling price for any food item or meal which you offered in the seven-day period beginning Sunday, April 4, 1943 and ending Saturday, April 10, 1943 is the highest price at which you offered the same food item or meal in that seven-day period.

(b) As to any food item sold separately which is a bakery product under MPR 319, you may add to your ceiling price the amount, if any, by which the cost of such food item has been increased by your customary supplier since April 10, 1943.

SEC. 3 *How you figure ceiling prices for food items and meals you did not sell in the seven-day period.* You must figure your ceiling price for a food item or meal which you did not offer in the seven-day period as follows:

(a) Choose from the food items or meals for which a ceiling price has already been fixed the food item or meal which is most similar to the food item or meal you are pricing; and

(b) Figure a price "in line" with the ceiling price of that most similar food item or meal. A price is "in line" if the customer receives as much value for his money from the one item or meal as from the other, even though the two prices may be different. In comparing values, quality, size of portions, and the margin over food cost are the things that count; or

(c) If you prefer, take as your ceiling price the last price at which you offered the same food item or meal for sale before the seven-day period.

(d) Once your ceiling price for a food item or meal has been fixed, it may not be changed.

SEC. 4 *Classes of food items and meals.* (See definitions of "food item" and "meal" contained in section 17)

(a) *The classes of food items*

BREAKFAST ITEMS

- (1) Fruits and fruit juices.
- (2) Cereals.
- (3) Egg and combination egg dishes served at breakfast.
- (4) Bread, rolls, toast, etc., served at breakfast.
- (5) Waffles and hot cakes.
- (6) Breakfast meats.
- (7) All other breakfast dishes.

OTHER ITEMS

- (8) Appetizers and cocktails.
- (9) Soups.
- (10) Beef.
- (11) Pork.
- (12) Lamb, mutton.
- (13) Veal.
- (14) Poultry.
- (15) Fish and shellfish.
- (16) Miscellaneous and variety meats including liver, kidneys, and made dishes such as stews, casseroles, etc.

(17) Egg and cheese dishes which might be served as a main dish or entree in a meal.

(18) All other dishes which might be served as a main dish or entree in a meal, such as spaghetti, vegetable plate, baked beans, chop suey, etc.

(19) Potatoes.

(20) All other vegetables.

(21) Bread and butter.

(22) Salads (except as served as main course in a meal).

(23) Cakes, cookies, pies, pastries and other baked goods).

(24) Ice cream and all fountain items.

(25) All other desserts including fruits, puddings, cheese, etc.

(26) Hot sandwiches.

(27) Cold sandwiches.

(28) All other food items.

BEVERAGES

(29) Nonalcoholic beverages.

(30) Beer and other malt beverages.

(31) Wines.

(32) Other alcoholic beverages.

(b) *The classes of meals.* For purposes of this regulation there shall be ten classes of meals, namely, breakfast, lunch, tea, dinner and supper during week days, and breakfast, lunch, tea, dinner and supper on Sundays.

SEC. 5 *No ceiling price for any food item or meal to be higher than the highest ceiling price for a food item or meal of the same class in the base period.*

Under no circumstances are you permitted to charge a higher price for a food item or meal than your highest ceiling price for food items or meals of the same class offered in the seven-day period, except that any proprietor who has customarily in the regular course of his business charged higher prices for meals or food items, including beverages, on any one or more of the following holidays; namely, New Year's Day, Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas, and New Year's Eve, may continue to charge such higher prices on such holidays not, however, to exceed an increase of 15 percent above his regular Sunday price.

Example 1. If you figured an "in line" price for a new week-day dinner at \$1.25, and your highest ceiling price in the week-day dinner class is \$1.00, your ceiling price for the new dinner is \$1.00.

Example 2. If your highest ceiling price for any soup offered by you during the seven-day period is 15 cents, you may not offer any other soup at a higher price than 15 cents.

SEC. 6 *Prohibition against discontinuing meals at certain prices.* You must not now discontinue offering meals at prices comparable to those charged by you in the seven-day period if by your doing so your customers would actually have to pay more than they did in the seven-day period. You will be in violation of this rule unless

(a) You continue to offer meals at different prices representative of the range of prices at which you offered meals of the same class during the seven-day period, and unless

(b) You continue to offer at least as many different meals at or below the lowest price charged by you for meals of the same class on any day that you select in the seven-day period, as you did on that day.

Example. If you select Friday, April 9, 1943, to determine the lowest price and the number of week-day meals offered at that price, and if on that day you offered six week-day dinners, of which two were priced at 85¢, and one each at 90¢, \$1.00, \$1.10, \$1.15, you must continue to offer two week-day dinners at 85¢. Note that Sunday meals and week-day meals are meals of a different class.

SEC. 7 *Evasion.* You must not evade the provisions of this regulation by any scheme or device, including:

(a) Deteriorating quality or reducing quantity without making appropriate reductions in price;

(b) Withdrawing the offer, or increasing the price, of any meal ticket, weekly rate, or other arrangement by which customers may buy food items or meals at less than the prices they must pay when purchasing by item or meal;

(c) Increasing any cover, minimum, bread-and-butter, service, corkage, entertainment, check-room, parking or other special charges, or making such charges when they were not in effect in the seven-day period;

(d) Requiring as a condition of sale of an item or meal the purchase of other items or meals, except that you may refuse to sell coffee unless a customer also purchases another food item;

(e) Refusing to sell combination of food items as meals if such meals were offered in the seven-day period and the items making up the combination are being offered separately.

(f) You will not be considered evading the provisions of this regulation, however, if you do any of the following things, even though you did not do any of these things during the seven-day period:

(1) You may limit your customers to one cup of coffee per meal.

(2) You may limit your customers to one pat of butter per meal.

(3) You may reduce the quantity, or eliminate altogether, condiments (such as catchup, chili sauce, etc.) which you may have customarily placed at the disposal of your customers and which now are, or may hereafter be, subject to any rationing order or rationing regulation of the Office of Price Administration.

(4) You may reduce the amount of sugar served with each cup of coffee or tea, or each bowl of cereal, fruit, or other similar food items with which sugar is served, to, but not less than, one teaspoonful.

You may not, however, make the curtailment authorized in the foregoing subparagraphs and furnish those curtailed items at an additional charge. For example, if during the seven-day period you furnished catchup and mustard, you may not now discontinue furnishing those items free and at the same time offer to furnish them for an additional charge.

SEC. 8 *Rules for new proprietors.* (a) If you acquire another's business and continue the business in the same place, you are subject to the same ceiling prices and duties as the previous proprietor.

(b) If you open an eating or drinking place after the seven-day period, you must fix ceiling prices in line with the ceiling prices of the nearest eating or drinking place of the same type as yours.

If the ceiling prices so fixed are too high and threaten to have an inflationary effect on the price of food or drink, the Office of Price Administration may issue an order requiring you to reduce your ceiling prices. You are subject to the record requirements of Section 10 and the posting requirements of Section 11 immediately upon the opening of your place.

Sec. 9 Taxes. If in the seven-day period you stated and collected the amount of any tax separately from the price you charged, you may continue to do so. You may also separately state and collect the amount of any new tax or of any increase in the amount of a previous tax on the sale of food or drink or on the business of selling food or drink, if the tax is measured by the number or price of items or meals.

Sec. 10 Records. You must observe all the record-keeping requirements of General Order No. 50. This order requires, among other things, that you do the following:

(a) *Customary records.* You must preserve all your existing records relating to your prices, costs and sales. You must also continue to maintain such records as you ordinarily kept. All such records shall be subject to examination by the Office of Price Administration.

(b) *Records of the seven-day period.* You must make available for examination by any person during the ordinary business hours a copy of each menu used by you in the seven-day period. If you did not use menus, you must prepare in duplicate and make available for such examination a record of the prices charged by you each day, except that you need not record prices which are the same as, or less than, prices you previously recorded for the same items or meals.

Sec. 11 Posting. (a) Beginning May 14, 1943, each menu must have clearly and plainly written on or attached to it the following statement:

All prices listed hereon are at or below our ceiling prices as of April 4 to 10, 1943.

If you do not use menus, you must post the statement by a sign which can be easily read by your customers and which must be located near the cashier's desk, if any, or, if none, in such location that the customer can easily read same at the time of purchase.

(b) If you made menus available to customers in the seven-day period, you shall continue to make them available.

Sec. 12 Operation of several places. If you own or operate more than one eating or drinking place, you must do everything required by this regulation for each place separately.

Sec. 13 Relation to other maximum price regulations. The provisions of this regulation shall not apply to any sale for which a maximum price is established by any other regulation, including the General Maximum Price Regulation, now or hereafter issued by the Office of Price Administration. For example, bottles of

milk, and beer, not sold as part of a meal remain subject to the General Maximum Price Regulation, as amended.

Sec. 14 Geographical application. This Revised Restaurant Maximum Price Regulation No. 7-1 applies to the States of Colorado, Montana, New Mexico, Utah and Wyoming, and all that portion of the State of Idaho lying south of the southern boundary of Idaho County, and all of Harney and Malheur Counties in the State of Oregon, and all of Mohave and Coconino Counties in the State of Arizona.

Sec. 15 Licensing. The registration and licensing provisions of §§ 1499.15 and 1499.16 of the General Maximum Price Regulation are applicable to every person subject to this Revised Restaurant Maximum Price Regulation No. 7-1.

Sec. 16 Enforcement. Persons violating any provisions of this regulation are subject to the criminal penalties, civil enforcement action, suits for treble damages and proceedings for suspension of licenses, provided for by the Emergency Price Control Act of 1942, as amended.

Sec. 17 Definitions and explanations. (a) "Person" means individual, corporation, partnership, association or other organized group of persons or legal successor or representative of any of the foregoing, and includes the United States or any agency thereof, any other government, or any of its political subdivisions, and any agencies of any of the foregoing.

(b) "Meal" means a combination of food items sold at a single price. Examples of meals are a five-course dinner, a club breakfast, and a blue-plate special. Two or more kinds of food which are prepared or served to be eaten together as one dish are not a "meal." Examples of such dishes are: ham and eggs, bread and butter, apple pie and cheese.

(c) "Offered" means offered for sale and includes the listing or posting of prices for items and meals even though the items and meals so offered were not actually on hand to be sold.

(d) "Food item" means an article or portion of food (including beverages) sold or served by an eating or drinking place for consumption in or about the place or to be taken out for eating without change in form or additional preparation. It includes two or more kinds of food which are prepared or served to be eaten together as one dish, such as ham and eggs, bread and butter, apple pie and cheese.

(e) "Eating or drinking place" shall include any place, establishment or location, whether temporary or permanent, from which any food item or meal is sold except those places which are specifically exempted in section 18 hereof.

(f) Unless the context otherwise requires, the definitions set forth in section 302 of the Emergency Price Control Act of 1942 and in the General Maximum Price Regulation, issued by the Office of Price Administration, shall apply to other terms used herein.

Sec. 18 Exempt sales. Sales by the following eating or drinking places are

specifically exempt from the provisions of this regulation:

(a) Bona fide private clubs insofar as such clubs sell only to members and bona fide guests of members. Whenever such clubs sell to persons other than members or bona fide guests of members, such clubs shall be considered for all sales an eating or drinking place within the meaning of this regulation. No club shall be considered to be exempt as a private club, within the meaning of this subparagraph, unless its members pay dues (more than merely nominal in amount), are elected to membership by a governing board, membership committee or other body, and otherwise is operated as a private club.

No club organized after the effective date of this regulation shall be exempt unless and until it has filed a request for exemption with the nearest State or District Office of the Office of Price Administration, furnishing such information as may be required, and has received communication from such office authorizing exemption as a private club.

(b) Eating and drinking places located on church premises and operated in connection with special church, Sunday School and other religious occasions.

(c) Public and private hospitals insofar as such hospitals serve food to patients. Public and private hospitals are covered by the regulation insofar as such hospitals sell meals to visitors, employees, and private nurses.

(d) Eating and drinking places (when operated as such) located on board common carriers, including railroad dining cars, club, bar and buffet cars, and peddlers aboard railroad cars. *Provided, however,* That peddlers aboard railroad cars who make no sales outside of the states enumerated in section 14 shall not be exempt but shall be covered by the regulation.

Sec. 19 Special orders. The provisions of this regulation to the contrary notwithstanding, the Office of Price Administration may from time to time issue special orders providing for the reduction of the maximum price of any food item or items or meal or meals sold or offered by any seller or sellers when, in the judgment of the Administrator, such action is necessary or desirable to prevent excessive charges, to prevent inflation, to stabilize prices affecting the cost of living, or to carry out the purposes of the Emergency Price Control Act of 1942, as amended, and Executive Orders No. 9250 and 9326.

Sec. 20 Revocation. This regulation may be revoked, amended or corrected at any time.

This regulation shall become effective May 14th, 1943.

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

Issued this 11th day of May 1943.

CLEM W. COLLINS,
Regional Administrator.

[P. R. Dec. 43-7633; Filed, May 18, 1943; 4:59 p. m.]

PART 1407—RATIONING OF FOOD AND FOOD PRODUCTS

[RO 3, Amendment 62]

SUGAR RATIONING REGULATIONS

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

Rationing Order No. 3 is amended in the following respects:

1. Section 1407.120 (c) is amended to read as follows:

(c) A primary distributor may issue checks against ration credits in his account only as provided in § 1407.140 (e) or paragraph (d) of this section.

2. Section 1407.120 (d) is added to read as follows:

(d) On or before May 25, 1943, each primary distributor shall issue to the Washington Office of the Office of Price Administration a check in weight value equal to the total weight value of the stamps, certificates, and checks deposited by him on or before April 30, 1943, minus the weight value of any checks issued by him on or before April 30, 1943, pursuant to § 1407.140 (e). On or before the 10th day of each month subsequent to May 1943 each primary distributor shall issue to the Washington Office of the Office of Price Administration a check equal in weight value to the total weight value of the stamps, certificates, coupons, and checks deposited by him during the preceding calendar month, minus the weight value of any checks issued by him during such preceding calendar month pursuant to § 1407.140 (e).

This amendment shall become effective May 18, 1943.

(Pub. Law 421, 77th Cong., E.O. 9125, 7 F.R. 2719; E.O. 9280, 7 F.R. 10179; W.F.B. Dir. No. 1 and Supp. Dir. No. 1E, 7 F.R. 562, 2965; Food Dir. No. 3, 8 F.R. 2005)

Issued this 18th day of May 1943.

PRENTISS M. BROWN,
Administrator.

[F. R. Doc. 43-7864; Filed, May 18, 1943;
3:19 p. m.]

PART 1429—POULTRY AND EGGS

[MPR 333, Amendment 5]

EGGS AND EGG PRODUCTS

Correction

In the first table in § 1429.65 (s) (1) of the document appearing on page 5839 of the issue for Thursday, May 6, 1943, the fourth box head should read: "Minimum weight for individual eggs at rate per dozen (ounces)". The entire table should read as follows:

Size of weight class	Minimum net weight per dozen (ounces)	Minimum net weight per 30 dozen (pounds)	Minimum weight for individual eggs at rate per dozen (ounces)
Jumbo.....	28	52	27
Extra large.....	26	48.5	25
Large.....	24	45	23
Medium.....	21	40	20
Small.....	18	34	15

TITLE 49—TRANSPORTATION AND RAILROADS

Chapter II—Office of Defense Transportation

[General Order ODT 38, Amendment 1]

PART 502—DIRECTION OF TRAFFIC MOVEMENT

SUBPART J—GOVERNMENT FREIGHT SHIPMENTS TO OR THROUGH THE DOMINION OF CANADA

Pursuant to Executive Orders 8989 and 9156, paragraph (b), § 502.135 of General Order ODT 38 (8 F.R. 6483), is hereby amended to read as follows:

(b) "Government agency" means any agency or department of the Government of the United States and includes any corporation organized and controlled by the United States.

This General Order ODT 38, Amendment 1, shall become effective May 20, 1943.

(E.O. 8989, 9156; 6 F.R. 6725, 7 F.R. 3349)

Issued at Washington, D. C., this 20th day of May 1943.

JOSEPH B. EASTMAN,
Director, Office of
Defense Transportation.

[F. R. Doc. 43-7934; Filed, May 19, 1943;
11:56 a. m.]

Notices

DEPARTMENT OF THE INTERIOR.

Bituminous Coal Division.

[Docket No. B-276]

J. R. JAMISON.

ORDER REVOKING CODE MEMBERSHIP

Upon the basis of the Findings of Fact and Conclusions of Law set forth in an opinion of the Director filed simultaneously herewith, wherein it appears that J. R. Jamison, code member in District 1, operating the Jamison Mine (Mine Index No. 1556), located in Armstrong County, Pennsylvania, willfully violated section 4 II (e) of the Act, the Schedule of Effective Minimum Prices for District No. 1 for Truck Shipments, the order of the Director in General Docket No. 19, dated October 9, 1940, and Order No. 14, dated

July 15, 1937, Order No. 296, dated September 23, 1940, Order No. 297, dated October 22, 1940, Order No. 307, dated December 11, 1940, Order No. 308, dated January 14, 1941, and Order No. 288, dated December 8, 1939, and pursuant to sections 4 II (j) and 5 (b) of the Act:

It is ordered, That effective fifteen (15) days from the date hereof, the code membership of J. R. Jamison in District 1 be, and it hereby is, cancelled and revoked; and

It is further ordered, That prior to reinstatement to code membership, code member shall pay to the United States a tax in the amount of \$263.49, as provided by section 5 (c) of the Act.

Dated: May 18, 1943.

[SEAL]

DAN H. WHEELER,
Director.

[F. R. Doc. 43-7915; Filed, May 19, 1943;
11:08 a. m.]

Office of the Secretary.

MEETINGS TO BE HELD IN NEVADA

PUBLIC NOTICE

The Taylor Grazing Act as approved on June 28, 1934 (48 Stat. 1269), as amended on June 26, 1936 (49 Stat. 1976) and July 14, 1939 (53 Stat. 1002) was designed "To stop injury to the public grazing lands by preventing overgrazing and soil deterioration, to provide for their orderly use, improvement, and development, to stabilize the livestock industry dependent upon the public range, and for other purposes." This act gave to the Secretary of the Interior a direct responsibility to place the public domain suitable for grazing purposes under proper administration.

The act further provides "That in order to promote the highest use of the public lands pending its final disposal, the Secretary of the Interior is authorized, in his discretion, by order to establish grazing districts or additions thereto and/or to modify the boundaries thereof, not exceeding in the aggregate an area of one hundred and forty-two million acres of vacant, unappropriated, and unreserved lands from any part of the public domain of the United States (exclusive of Alaska), which are not in national forests, national parks and monuments, Indian reservations, revested Oregon and California Railroad grant lands, or revested Coos Bay Wagon Road grant lands, and which in his opinion are chiefly valuable for grazing and raising forage crops."

Under section 15 of the Taylor Grazing Act, "The Secretary of the Interior is further authorized, in his discretion, where vacant, unappropriated, and unreserved lands of the public domain are so situated as not to justify their inclusion in any grazing district to be established pursuant to this act, to lease any such lands for grazing purposes."

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

18 F.R. 5909, 5846, 6135.

Under authority of Departmental orders of December 1, 1934; July 6, 1936; and November 12 and 24, 1937, pursuant to section 1 of the Taylor Grazing Act, notices were published on January 8, 1935; July 28, 1936; November 30 and December 2, 1937, for hearings to consider the establishment of grazing districts in the State of Nevada. The publication of these notices had the effect in accordance with the provisions of the act of withdrawing all vacant, unappropriated, unreserved public land in the State from all forms of entry and settlement.

Pursuant thereto, five grazing districts were established and placed under administration which has been satisfactory to the range users. At the present time, there remains subject to the withdrawal orders of November 12 and 24, 1937, a substantial amount of public domain in Esmeralda, Eureka, Lander, Lincoln, and Nye Counties, Nevada, not as yet included in any grazing district or under grazing lease.

Notice is hereby given that on June 21, 1943, a local hearing will be held in Austin, Nevada, to consider the establishment of boundary lines for proposed Nevada Grazing District No. 8, comprising that portion of Eureka and Lander Counties not now in grazing districts.

On June 23, 1943, a local hearing will be held in Tonopah, Nevada, to consider the boundaries for proposed Nevada Grazing District No. 7, comprising that portion of Nye County north of the Mt. Diablo Base Line.

On June 25, 1943, a local hearing will be held in Alamo, Nevada, to consider the establishment of boundaries for proposed Nevada Grazing District No. 6, comprising that portion of Lincoln County, Nevada, not now in a grazing district.

After boundaries of the grazing districts that are to be established have been fixed, the balance of the vacant, unappropriated, unreserved public domain in the State of Nevada not found to be suitable for inclusion within grazing districts will be made available for lease under section 15 of the Taylor Grazing Act, and the land will be released from the aforesaid withdrawal orders.

Representatives of the Grazing Service and the General Land Office will jointly conduct the three meetings and will be prepared to start the necessary machinery immediately for the establishment of grazing districts and for the issuance of section 15 leases.

OSCAR L. CHAPMAN,
Assistant Secretary.

MAY 18, 1943.

[F. R. Doc. 43-7906; Filed, May 19, 1943;
10:15 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 wage rates 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. 4725), 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. 3521), as amended by Administrative Order March 13, 1943 (8 F.R. 3079).

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, 1941 (7 F.R. 4724), as amended by Administrative Order March 13, 1943 (8 F.R. 3079).

Artificial Flowers and Feathers Learner Regulations, October 23, 1940 (5 F.R. 4263).

Glove Findings and Determination of February 20, 1940, as amended by Administrative Order September 20, 1940, (6 F.R. 3743) and as further amended by Administrative Order, March 13, 1943 (8 F.R. 3079).

Hosiery Learner Regulations, September 4, 1940 (5 F.R. 3530), as amended by Administrative Order March 13, 1943 (8 F.R. 3079).

Independent Telephone Learner Regulations, September 27, 1940, (5 F.R. 2823).

Knitted Wear Learner Regulations, October 10, 1940 (5 F.R. 3932), as amended by Administrative Order, March 13, 1943 (8 F.R. 3079).

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), as amended by Administrative Order March 13, 1943 (8 F.R. 3079).

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 therein contained and to the provisions of the applicable Determination and Order or Regulations cited above. The applicable Determination and Order or Regulation, and the effective and expiration dates of the Certificates issued to each employer is listed below. 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 EFFECTIVE DATES

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

Barco Garment Company, 1024 Santee Street, Los Angeles, California; Nurses' uniforms; 5 learners (T); effective May 18, 1943, expiring May 18, 1944.

Corblett Brothers, McLeansboro, Illinois; Dresses; 10 percent (T); effective May 17, 1943, expiring May 17, 1944.

The Hallmark Shirt Company, Incorporated, Davidson Street, Clinton, South Carolina; Men's dress shirts; 10 percent (T); effective May 17, 1943, expiring May 17, 1944.

Maple Manufacturing Company, Incorporated, 811-23 Cherry Street, Philadelphia, Pennsylvania; Men's and boys' jackets; 3 learners (T); effective May 26, 1943, expiring May 26, 1944.

A. Randor Company, 597 Main Street, Edwardsville, Pennsylvania; Aprons; 2 learners (T); effective May 20, 1943, expiring May 20, 1944.

The Roswell Company, Roswell, Georgia; Trousers; 10 percent (T); effective May 18, 1943, expiring May 18, 1944.

Wear Well Garment Company, 1st North Street, New Ulm, Minnesota; Men's trousers, ladies' slacks; 6 learners (T); effective May 17, 1943, expiring May 17, 1944.

Glove Industry

Good Luck Glove Company, Carbon-dale, Illinois; Work gloves; 15 percent (A. T.); effective May 19, 1943, expiring November 19, 1943.

Hosiery Industry

Terry Hosiery Mills, Incorporated, 600 S. Hamilton Street, High Point, North Carolina; Seamless hosiery; 2 learners (A. T.) effective May 20, 1943, expiring October 29, 1943.

Textile Industry

Trenton Mills, Incorporated, Trenton, Tennessee; Cotton meat bags, stockin-ettes for packing trade; 6 percent (A. T.); effective May 22, 1943, expiring November 22, 1943.

The Modern Central Silk Dyeing & Finishing Company, Incorporated, 120 Third Avenue, Paterson, New Jersey; Textile piece dyeing and finishing; 5 learners (T); effective May 17, 1943, expiring May 17, 1944.

Cigar Industry

Consolidated Cigar Corporation, Railroad and Furnace Streets, Allentown, Pennsylvania; Cigars; Stripping Machine Operators and Hand Strippers for a learning period of 160 hours at 75% of the applicable minimum; 10 percent (T); effective May 17, 1943, expiring May 16, 1944.

Signed at New York, N. Y., this 18th day of May 1943.

MERLE D. VINCENT,
Authorized Representative
of the Administrator.

[F. R. Doc. 43-7233; Filed, May 19, 1943;
11:44 a. m.]

CIVIL AERONAUTICS BOARD.

[Docket Nos. 832 and 850]

DELTA AIR CORPORATION

NOTICE OF HEARING

In the matter of the compensation for the transportation of mail by aircraft, the facilities used and useful therefor, and the services connected therewith for

Delta Air Corporation, over routes Nos. 24 and 54.

In the matter of the rates, fares and charges of Delta Air Corporation for the transportation of passengers.

Notice is hereby given pursuant to the Civil Aeronautics Act of 1938, as amended, particularly sections 406 and 1001 of said Act, in the above-entitled proceeding, that hearing is assigned to be held on May 24, 1943, 10:00 a. m. (eastern war time) in Conference Room C, Departmental Auditorium, Constitution Ave. between 12th and 14th Sts., NW., Washington, D. C., before Examiner Herbert K. Bryan.

Dated Washington, D. C., May 18, 1943.
By the Civil Aeronautics Board.

[SEAL] FRED A. TOOMBS,
Secretary.

[F. R. Doc. 43-7931; Filed, May 19, 1943;
11:47 a. m.]

OFFICE OF DEFENSE TRANSPORTATION.

LAUNDRY INSTITUTE OF CLEVELAND RECOMMENDATION OF JOINT ACTION PLAN

Pursuant to a provision of a general order issued by the Office of Defense Transportation for the purpose, among others, of conserving and providently utilizing motor vehicles and vital equipment, materials and supplies (General Order ODT 17, as amended, 7 F.R. 5678, 7694, 9623), The "Up-to-Date" Laundry Co., Cleveland, Ohio, and 18 others, members of The Laundry Institute of Cleveland, listed in Appendix A hereto, have filed with the Office of Defense Transportation for approval a joint action plan relating to the transportation and delivery by motor vehicle of laundry in Cleveland.

The participants in the plan propose to eliminate wasteful operations in the pick-up and delivery of laundry by reducing the frequency of such services. Commercial customers are to be limited to one stop a day; household customers, to one or two stops a week, the number of stops, as set forth in Appendix A hereto, depending largely upon the volume of wet wash and the amount of storage space at the particular laundry. The participants estimate that effectuation of the plan will result in savings of approximately 40 percent or 2,200,000 truck-miles a year, based on their 1941 experience. Division of territories, exchange of customers, and joint operation of trucks are not contemplated at this time.

It appearing that the proposed joint action plan is in conformity with General Order ODT 17, as amended, and that the effectuation thereof will accomplish substantial conservation and efficient utilization of motor trucks and vital materials and supplies, the attainment of which purposes is essential to the successful prosecution of the war, I have approved the plan and recommend that the Chairman of the War Production Board find and certify under section 12 of Public Law No. 603, 77th Congress (56 Stat.

357), that the doing of any act or thing, or the omission to do any act or thing, by any person in compliance with said joint action plan, is requisite to the prosecution of the war.

Issued at Washington, D. C., this 17th day of May 1943.

JOSEPH B. EASTMAN,
Director, Office of
Defense Transportation.

APPENDIX A

LAUNDRIES TO PERMIT ONE HOUSEHOLD STOP A WEEK

1. The "Up-to-Date" Laundry Co.
2. The Peerless Laundry.
3. Cleveland Laundry Co.
4. The Troy Laundry Co.
5. Davis Laundry & Cleaning Co.

LAUNDRIES TO PERMIT ONE OR TWO HOUSEHOLD STOPS A WEEK

6. Eagle Laundry & Cleaning, Inc.
7. The Penn Sanitary Laundry.
8. New Day Laundry & Cleaning Co.
9. Sweet Clean Laundry.
10. Mireau Laundry Co.
11. New Method Laundry.
12. Times Laundry, Inc.
13. The West End Laundry Co.
14. The Individual Laundry Co.

LAUNDRIES TO PERMIT TWO HOUSEHOLD STOPS A WEEK

15. Uneeda Laundry Co.
16. Westlake Laundry Co.
17. The Royal Laundry Co.
18. Avon Hand Laundry.
19. Gunnison Family Laundry.

[F. R. Doc. 43-7923; Filed, May 19, 1943;
11:13 a. m.]

CINCINNATI FLORISTS

RECOMMENDATION OF JOINT ACTION PLAN

Pursuant to a provision of a general order issued by the Office of Defense Transportation for the purpose, among others, of conserving and providently utilizing motor vehicles and vital equipment, materials and supplies (General Order ODT 17, as amended, 7 F.R. 5678, 7694, 9623), Deller Bros., and others named in Appendix A hereto, have filed with the Office of Defense Transportation for approval a joint action plan relating to the transportation and delivery by motor vehicle of flowers in Cincinnati, Ohio.

The participants in the plan are flower growers in Cincinnati and vicinity and operate their own trucks six days a week to transport flowers to the five wholesale markets in downtown Cincinnati. The operation of partially loaded trucks five days a week involves considerable waste of transportation equipment. For the purpose of eliminating this waste it is proposed to utilize a florists' delivery service, whereby the flowers of several growers will be transported to market in the same truck each Monday, Tuesday, Wednesday, Thursday, and Friday afternoon. The same truck will pick up empty flower boxes and return them to the growers. The growers will continue to operate their individual trucks on Saturday afternoons and Monday mornings. It is estimated that the growers

are now operating their trucks an aggregate of 1,875 miles a week and that effectuation of the plan will save approximately 1,575 truck-miles a week. The plan does not contemplate that any grower will be excluded from the wholesale market of his choice.

It appearing that the proposed joint action plan is in conformity with General Order ODT 17, as amended, and that the effectuation thereof will accomplish substantial conservation and efficient utilization of motor trucks and vital materials and supplies, the attainment of which purposes is essential to the successful prosecution of the war, I have approved the plan and recommend that the Chairman of the War Production Board find and certify under section 12 of Public Law No. 603, 77th Congress (56 Stat. 357), that the doing of any act or thing, or the omission to do any act or thing, by any person in compliance with said joint action plan, is requisite to the prosecution of the war.

Issued at Washington, D. C., this 17th day of May 1943.

JOSEPH B. EASTMAN,
Director, Office of
Defense Transportation.

APPENDIX A

1. Deller Bros.
2. Jos. F. Dornacher.
3. Evers & Elfner.
4. F. J. Felst, d/b/a West Hills Greenhouses.
5. Albert Imholte.
6. Joseph Imholte.
7. A. W. Kramer.
8. Louis Kramer.
9. Sam Kuhn Sons, Inc.
10. Meyer & Schlieper.
11. C. Alfred Murphy.
12. J. Chas. Murphy.
13. L. F. Murphy.
14. Paul Murphy.
15. Ben A. Reidel.
16. J. C. Rutenschiver.
17. Wm. C. Schaefer.
18. A. L. Scherer.
19. Frank J. Schlorst.
20. W. M. Taylor.
21. J. H. Wellip.
22. Chas. Witterstaetter.
23. R. C. Witterstaetter.

[F.R. Doc. 43-7924; Filed, May 19, 1943;
11:13 a. m.]

OFFICE OF PRICE ADMINISTRATION.

[Order 187, Under MPR 120]

PANTHER CREEK MINES, INC.

ORDER GRANTING ADJUSTABLE PRICING
PERMISSION

Order No. 187, under Maximum Price Regulation No. 120—Bituminous Coal Delivered from Mine or Preparation Plant; Docket No. 3120-397.

For the reasons set forth in an opinion issued simultaneously herewith and pursuant to the authority vested in the Administrator by the Emergency Price Control Act of 1942, as amended, and Executive Order No. 9250 and in accordance with § 1340.203 of Maximum Price Regulation No. 120, it is ordered:

(a) On and after April 22, 1943, Panther Creek Mines, Inc. may enter into

agreements with the purchasers of bituminous coal produced at its mines Nos. 2, 4 and 5 (Mine Index Nos. 945, 130 and 131, respectively) located at Springfield, Illinois, to adjust prices upon deliveries made during the pendency of its petition filed April 8, 1943, in accordance with the disposition of said petition; *Provided, however*, That such agreements shall contain the stated condition that in no case will the adjusted price to such customers be higher than \$7.55 per net ton for mine-run railroad locomotive fuel and \$2.60 per net ton for modified mine-run railroad locomotive fuel.

(b) This Order No. 187 may be revoked or amended by the Price Administrator at any time and in any event is to be effective only to the date upon which said petition is finally disposed of.

(c) Unless the context otherwise requires the definitions set forth in § 1340.208 of Maximum Price Regulation No. 120 shall apply to the terms used herein.

(d) This Order No. 187 shall be effective May 19, 1943.

Issued this 18th day of May 1943.

PRENTISS M. BROWN,
Administrator.

[F. R. Doc. 43-7876; Filed, May 18, 1943; 3:15 p. m.]

[Order 4 Under MPR 134]

HERMAN M. BROWN COMPANY

AUTHORIZATION OF MAXIMUM PRICES

Order No. 4 under Maximum Price Regulation No. 134—Construction and Road Equipment Rental Prices and Operating or Maintenance Service Charges; Docket No. 3134-24.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to and under the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, Executive Order No. 9250, and Procedural Regulation No. 6, *It is hereby ordered:*

(a) Herman M. Brown Company of Des Moines, Iowa is hereby authorized to enter into, offer to enter into and carry out contracts with the United States or any agency thereof or with the government of any country whose defense the President deems vital to the defense of the United States under the terms of the Act of March 11, 1941, entitled "An Act to Promote the Defense of the United States", or any agency of such government, or subcontracts under any such contracts for the repair of construction and road maintenance equipment at the rate of \$1.80 per hour.

(b) To the extent that the application filed by Herman M. Brown Company has not been granted, the application is denied.

(c) The issuance of this order shall not in any way affect or relieve the liability of Herman M. Brown Company for any violation of any regulation or order issued by the Office of Price Administration.

(d) Any contract entered into by Herman M. Brown pursuant to Procedural Regulation No. 6 at prices higher than those authorized by this order shall be revised in accordance with the provisions of this order; any payment made to Herman M. Brown Company in excess of the maximum prices authorized by this order for deliveries made after February 11, 1943 and prior to the effective date of this order shall be refunded to the purchaser, and within thirty days after the date on which this order was mailed out, the applicant shall file a statement with the Office of Price Administration, Washington, D. C., to the effect that such contracts were revised in accordance with the terms of this order, and wherever required, refunds were made.

(e) This order may be revoked or amended by the Office of Price Administration at any time.

This order shall become effective May 19, 1943.

(Pub. Laws 421 and 729, 77th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9326, 8 F.R. 4631)

Issued this 18th day of May 1943.

PRENTISS M. BROWN,
Administrator.

[F. R. Doc. 43-7873; Filed, May 10, 1943; 3:15 p. m.]

[Order 44 Under MPR 136, as Amended]

T. & D. ELECTRICAL SERVICING

AUTHORIZATION OF MAXIMUM PRICES

Order No. 44 under Maximum Price Regulation No. 136, as amended—Machines and Parts, and Machinery Services; Docket No. 3136-160.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register and pursuant to and under the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, Executive Order No. 9250, § 1590.25a (b) of Maximum Price Regulation No. 136, as amended, and Revised Procedural Regulation No. 1, *It is hereby ordered:*

(a) W. L. Belden, doing business as T. & D. Electrical Servicing, of St. Elmo, Illinois, is hereby authorized to charge maximum prices for machinery services rendered by him to oil field operators in accordance with the following schedule:

Item	Price
1. Services of electrician	\$1.65 per hour.
2. Charge for truck	\$3.00 per hour.
3. Charge for materials	Cost.
4. Markup	10 Percent of items 1, 2, and 3.

(b) This order may be revoked or amended by the Office of Price Administration at any time.

This order shall become effective May 19, 1943.

(Pub. Laws 421 and 729, 77th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9326, 8 F.R. 4631)

Issued this 18th day of May 1943.

PRENTISS M. BROWN,
Administrator.

[F. R. Doc. 43-7875; Filed, May 18, 1943; 3:16 p. m.]

[Order 365 Under MPR 163]

ELKEY MFG. CORPORATION

APPROVAL OF MAXIMUM PRICES

Order No. 365 under § 1439.153 of Maximum Price Regulation No. 163—Manufacturers' Maximum Prices for Specified Building Materials and Consumers' Goods Other Than Apparel.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, and Executive Order No. 9250, *It is ordered:*

(a) Elkey Mfg. Corporation, 200 Fifth Avenue, New York, New York, is authorized to sell and deliver its blinker code set, designated in its application of March 20, 1943, as "Signal Code Practice Set", at prices, f. o. b. New York, New York, no higher than those set forth below:

	Cents
For jobbers	39
For retailers	35½

(b) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective May 19, 1943.

Issued this 18th day of May 1943.

PRENTISS M. BROWN,
Administrator.

[F. R. Doc. 43-7877; Filed, May 18, 1943; 3:16 p. m.]

[Order 45 Under MPR 136, as Amended]

AMERICAN PNEUMATIC TOOL COMPANY

AUTHORIZATION OF MAXIMUM PRICES

Order No. 45 under Maximum Price Regulation No. 136, as amended—Machines and Parts, and Machinery Services; Docket No. 1136-25-P.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register and pursuant to and under the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, Executive Order No. 9250, § 1339.25 (a) of Maximum Price Regulation No. 136, as amended, and Revised Procedural Regulation No. 1, *It is hereby ordered:*

(a) American Pneumatic Tool Company of Los Angeles, California is hereby authorized to sell jackhammer bushings and shells for all types of machines which it rebuilds at 69% and 35%, respectively, above the net selling prices it had in effect for each of the items on March 31, 1942.

(b) The issuance of this order shall not in any way affect or relieve the liability of American Pneumatic Tool Company for any violation of any regulation or order issued by the Office of Price Administration.

(c) To the extent that the application filed by American Pneumatic Tool Company has not been granted, the application is denied.

(d) This order may be revoked or amended by the Office of Price Administration at any time.

This order shall become effective May 19, 1943.

(Pub. Laws 421 and 729, 77th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4631)

Issued this 18th day of May 1943.

PRENTISS M. BROWN,
Administrator.

[F. R. Doc. 43-7882; Filed, May 18, 1943; 3:18 p. m.]

[Order 366-Under MPR 188]

VICTOR WOOD PRODUCTS Co.

APPROVAL OF MAXIMUM PRICES

Order No. 366 under § 1499.158 of Maximum Price Regulation No. 188—Manufacturers' Maximum Prices for Specified Building Materials and Consumers' Goods Other Than Apparel.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, and Executive Order No. 9250, *It is ordered:*

(a) Victor Wood Products Co., 2931 Orchard Lake Road, Keego Harbor, Michigan, is authorized to sell and deliver its two new wooden pull toys, described in its application of April 13, 1943, at prices to retailers, f. o. b. Keego Harbor, Michigan, no higher than \$2.31 per dozen.

(b) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective May 19, 1943.

Issued this 18th day of May 1943.

PRENTISS M. BROWN,
Administrator.

[F. R. Doc. 43-7878; Filed, May 18, 1943; 3:15 p. m.]

[Order 367 Under MPR 188]

GREENE CONTAINER COMPANY

APPROVAL OF MAXIMUM PRICES

Order No. 367 under § 1499.158 of Maximum Price Regulation No. 188—Manufacturers' Maximum Prices for Specified Building Materials and Consumers' Goods Other Than Apparel.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, and Executive Order Nos. 9250 and 9328, *It is ordered:*

(a) This Order No. 367 sets maximum prices for sales of four new rubbish barrels and one new cover for rubbish barrels manufactured by Greene Container Company, Auburndale, Massachusetts, and described in its application dated February 17, 1943.

(1) For sales by the manufacturer, the maximum prices are those set forth below:

Plywood rubbish barrel #R-36.....	\$1.98
Cover for plywood rubbish barrel #R-36.....	.29
Rubbish barrel #31.....	1.84
Plywood fire-resisting ash barrel #A-17.....	1.59
Plywood fire-resisting ash barrel #A-24.....	1.98

All prices are f. o. b. Newton, Massachusetts.

(2) For sales at retail, the maximum prices are those set forth below:

Plywood rubbish barrel #R-36.....	\$3.19
Cover for plywood rubbish barrel #R-36.....	.47
Rubbish barrel #31.....	2.96
Plywood fire-resisting ash barrel #A-17.....	2.56
Plywood fire-resisting ash barrel #A-24.....	3.19

(b) To every rubbish barrel or cover to be shipped to a purchaser for resale, the manufacturer shall attach a tag or label which plainly states the retail ceiling price.

(c) The manufacturer shall notify every person who buys from it of the maximum prices set by this Order No. 367 for resales by the purchaser. This notice shall be given at or prior to the first invoice to each purchaser and may be given in any convenient form.

(d) This Order No. 367 may be revoked or amended by the Price Administrator at any time.

(e) Unless the context otherwise requires, the definitions set forth in § 1499.20 of the General Maximum Price Regulation shall apply to the terms used herein.

This Order No. 367 shall become effective May 19, 1943.

Issued this 18th day of May 1943.

PRENTISS M. BROWN,
Administrator.

[F. R. Doc. 43-7879; Filed, May 18, 1943; 3:15 p. m.]

[Order 368 Under MPR 188]

JOYCE MANUFACTURING COMPANY

APPROVAL OF MAXIMUM PRICES

Order No. 368 under § 1499.158 of Maximum Price Regulation No. 188—Manufacturers' Maximum Prices for Specified Building Materials and Consumers' Goods Other Than Apparel.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register and by virtue of the authority vested in the Price Administrator under the Emergency Price Control Act of 1942, as amended, and Executive Order No. 9250, *It is hereby ordered:*

(a) The Joyce Manufacturing Company, 127 South Market Street, Chicago, Illinois, may sell the crib mattresses listed herein at prices f. o. b. Chicago, Illinois, no higher than those set forth below:

Article	Model No.	Maximum price
Crib mattress.....	60	Each \$5.60
Crib mattress.....	61	6.76
Crib mattress.....	65	6.93
Crib mattress.....	69	6.60

These prices are subject to a discount of 18% on sales to a jobber.

(b) Any person may sell at wholesale the following crib mattresses purchased from the Joyce Manufacturing Company at prices f. o. b. Chicago, Illinois, no higher than those set forth below:

Article	Model No.	Maximum price
Crib Mattress.....	60	Each \$5.60
Crib Mattress.....	61	6.76
Crib Mattress.....	65	6.93
Crib Mattress.....	69	6.60

The prices are subject to the seller's customary discounts, allowances, and other price differentials.

(c) At the time of or prior to the first invoice to each purchaser for resale, the Joyce Manufacturing Company shall notify the purchaser of the maximum prices and the conditions set by this order for resale by the purchaser.

This notice may be given in any convenient form.

(d) This Order No. 368 may be revoked or amended by the Office of Price Administration at any time.

This Order No. 368 shall become effective on the 19th day of May 1943.

Issued this 18th day of May 1943.

PRENTISS M. BROWN,
Administrator.

[F. R. Doc. 43-7880; Filed, May 18, 1943; 3:16 p. m.]

[Order 369 Under MPR 188]

JUVENILE CHAIR AND UPHOLSTERING COMPANY

APPROVAL OF MAXIMUM PRICES

Order No. 369 under § 1499.158 of Maximum Price Regulation No. 188—Manufacturers' Maximum Prices for Specified Building Materials and Consumers' Goods Other Than Apparel.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, and Executive Order No. 9250, *It is ordered:*

(a) Juvenile Chair and Upholstering Company, 693 Gratiot Avenue, Detroit, Michigan, may sell and deliver the following articles described in its letter to the Office of Price Administration, Washington, D. C., dated March 16, 1943, at prices f. o. b. factory no higher than those set forth below:

Juvenile rocker (fabric)..... \$6.65
 Juvenile rocker (leatherette)..... 6.95

(b) This Order No. 369 may be revoked or amended by the Price Administrator at any time.

(c) This Order No. 369 shall become effective on the 19th day of May 1943.
 Issued this 18th day of May 1943.

PRENTISS M. BROWN,
 Administrator.

[F. R. Doc. 43-7881; Filed, May 18, 1943;
 3:21 p. m.]

[Order 41 Under RPS 6]

LOGAN IRON AND STEEL COMPANY
 ORDER GRANTING RELIEF

Order No. 41 under Revised Price Schedule No. 6—Iron and Steel Products; Docket No. 3006-41.

On February 15, 1943, the Logan Iron and Steel Company of Burnham, Pennsylvania, filed an application for adjustment of prices that may be charged by them on single refined wrought iron bars and puddle bar. Due consideration has been given to the petition and an opinion in support of this Order No. 41 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, as amended, and Executive Order 9250, and in accordance with Revised Procedural Regulation No. 1, issued by the Office of Price Administration, *It is hereby ordered:*

(a) Logan Iron and Steel Company may sell and deliver and agree, offer, solicit and attempt to sell and any person may buy and receive from the Logan Iron and Steel Company those classes of single refined wrought iron products which were previously sold at \$5.15 per pound at \$5.50 per pound.

(b) The maximum base price set forth in (a) above shall be applicable to shipments of all material produced after February 15, 1943.

(c) All prayers of the petition not granted herein are denied.

(d) This Order No. 41 may be revoked or amended by the Price Administrator at any time.

(e) The definitions set forth in § 1306.8 of Revised Price-Schedule No. 6 shall apply to terms used herein.

(f) This Order No. 41 shall be effective as of February 15, 1943.

Issued this 18th day of May 1943.

PRENTISS M. BROWN,
 Administrator.

[F. R. Doc. 43-7874; Filed, May 18, 1943;
 3:18 p. m.]

[Order 1 Under MPR 181]

HARRY RUBENSTEIN
 ADJUSTMENT OF MAXIMUM PRICES

Order No. 1 under § 1341.54 (b) of Maximum Price Regulation No. 181—New Formula Condensed Soups Packed under WPB Conservation Order M-81.

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

(a) On and after May 19, 1943, the maximum delivered price for sales by Harry Rubenstein, 1120 Howard Street, Omaha, Nebraska, of 9 ounce cans of "Scott County" new and improved recipe condensed tomato soup shall be 68¢ per dozen.

(b) Sellers at retail are authorized a maximum selling price of 7¢ per can for "Scott County" new and improved recipe condensed tomato soup.

(c) On and after May 19, 1943 Harry Rubenstein shall supply to each of his purchasers before or after time of first delivery of "Scott County" new and improved recipe condensed tomato soup, a written notification as follows:

Notification From Harry Rubenstein to Purchasers:

The Office of Price Administration has authorized sellers at retail to charge a maximum price of 7¢ per can for "Scott County" new and improved recipe condensed tomato soup. OPA requires that you keep this notice for examination.

(d) This Order No. 1 may be revoked or amended by the Price Administrator at any time.

(e) This Order No. 1 shall become effective May 19, 1943.

(Pub. Laws 421 and 729, 77th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 18th day of May 1943.

PRENTISS M. BROWN,
 Administrator.

[F. R. Doc. 43-7803; Filed, May 10, 1943;
 4:47 p. m.]

Region II

[Wilmington Order 1 Under Gen. Order 51]

COMMUNITY CEILING PRICES FOR WILMINGTON, DEL.

SECTION 1 *What this order does.* In accordance with the provisions of General Order No. 51, this order establishes, in section 6, community (dollars-and-cents) ceiling prices for certain food items sold in class 1 retail stores located within the corporate limits of the city of Wilmington, Delaware. It also requires all retail stores selling any of said food items to post their selling prices and their class number.

SEC. 2 *Application to other sellers.* No seller, except a retail route seller, may charge more than these community (dollars-and-cents) ceiling prices. Retail route sellers must continue to charge no more than their present ceiling prices. The community ceiling prices established by this order shall be the only ceiling prices for such food items for class 1 retail stores. All other sellers must continue to charge no more than such ceiling prices as are established by other applicable price regulations.

SEC. 3 *Posting—(a) Selling prices.* All retail stores must post their selling prices for the food items listed below on the item or at or near the place where such food item is offered for sale.

(b) *Ceiling prices.* All class 1 retail stores must post in a conspicuous place in the store, a list of the community ceiling prices for such food items, as soon as such list is supplied by the Office of Price Administration. Other retail stores must continue to post ceiling prices as required by any other applicable price regulations fixing their ceiling prices.

(c) *Class of store.* All retail stores selling any of the food items listed below must post a sign reading "This store is class OPA-1" (or "OPA-2", "OPA-3", or "OPA-4" whichever applies), so that it can be clearly seen by their customers. The definitions of classes of retailers shall be those contained in Revised Maximum Price Regulation 238.

SEC. 4 *Applicability of General Order No. 51.* This order is subject to all the provisions of General Order No. 51, which are hereby made a part of this order.

SEC. 5 *Effective date.* This order becomes effective on May 11, 1943.

SEC. 6 *The community (dollars-and-cents) ceiling prices established.* The following is a list of the food items and the community ceiling prices thereof:

NEW CEILINGS FIXED	
EGGS	
Grade A (per dozen):	
Medium, 21 oz. (loose).....	\$0.46
Large, 24 oz.50
Extra large, 28 oz.52
Jumbo, 30 oz.55
NOTE: Retailers may add 2¢ to these prices if the eggs are packed in cartons holding one dozen eggs.	
Grade B (per dozen):	
Large, 24 oz. (loose).....	\$0.43
Grade C (per dozen):	
Large, 24 oz.44
POULTRY ¹	
Grade A:	Per lb.
Broilers, fryers, roasters, capons, under 6 lbs.	\$0.44
Fowl.....	.39
Drawn:	
Broilers, fryers.....	.53
Roasters, capons, under 6 lbs.53
Fowl.....	.51
DUES	
83 and 82 score:	Per lb.
Certified, Clearbrook, Eagle's Best, Sharpless, Kraft, Land O' Lakes, (cartons) 1 lb. whole or $\frac{3}{4}$ lb. prints.....	\$0.37
80 score:	
Country Roll, Brookfield, Cloverbloom (parcament).....	.53
83 score:	
Clover Dairy, sweet or salt; Frain's Dairies, salt; Blue Hen, salt, (cartons).....	.53
HYDRATED SHOEHORN	
Crisco, 1 lb. can.....	.27
Crisco, 3 lb. can.....	.75
Spry, 1 lb. can.....	.23
Spry, 3 lb. can.....	.75
LARD	
Star, Premium, Laurel, Eagle's Best, Tower, Black Hawk, 1 lb. carton.....	.20
HONEY	
Sioux Eco, 16 oz. jar.....	.35

¹Dressed. Sold by retail stores or farmers to consumers.

NEW CEILINGS FIXED—Continued

BREAD	
Small:	
Huber's, Bond, Freihofer's, Capital, Rice, Sunbeam.....	\$0.90
Large:	
Huber's, Bond, Freihofer's, Capital, Rice, Sunbeam.....	.11
EVAPORATED AND CONDENSED MILK	
Pet (evap.), small can.....	.05
Pet (evap.), 1 1/2 oz. can.....	.11
Every Day (evap.), small can.....	.05
Every Day (evap.), 1 1/2 oz. can.....	.11
Carnation (evap.), small can.....	.05
Carnation (evap.), 1 1/2 oz. can.....	.11
Borden's (evap.), small can.....	.05
Borden's (evap.), 1 1/2 oz. can.....	.11
Eagle (condensed), 15 oz. can.....	.21
Star (condensed), 14 oz. can.....	.15
U. I. G. (evap.), 1 1/2 oz. can.....	.11
Peninsula (condensed), 15 oz. can.....	.17
Tartan (evap.), 1 1/2 oz. can.....	.11
Libby (evap.), 1 1/2 oz. can.....	.11
Land O' Lakes, 1 1/2 oz. can.....	.11
Montco (evap.), 6 oz. can.....	.05
Fairlawn (evap.), 1 1/2 oz. can.....	.11
Richmond (evap.), small can.....	.05
Richmond (evap.), 1 1/2 oz. can.....	.11
CEREALS	
Kellogg's Corn Flakes, 6 oz.....	.06
Kellogg's Corn Flakes, 11 oz.....	.10
Post Toasties, 6 oz.....	.06
Post Toasties, 11 oz.....	.10
Post Toasties, 18 oz.....	.14
Shredded Wheat, 12 oz.....	.13
Cream of Wheat, 14 oz.....	.15
Cream of Wheat, 28 oz.....	.26
Quaker Puffed Wheat, 4 1/2 oz.....	.11
Quaker Puffed Rice, 4 1/2 oz.....	.13
Grape Nuts Flakes, 12 oz.....	.16
Grape Nuts Flakes, 7 oz.....	.11
Grape Nuts, 12 oz.....	.16
Grape Nuts Wheat Meal, 16 oz.....	.14
H. O. Quick Oats, 48 oz.....	.26
H. O. Quick Oats, 20 oz.....	.12
H. O. Regular Oats, 20 oz.....	.12
Mother's Oats, 48 oz.....	.26
Mother's Oats, 20 oz.....	.12
Mother's China, 48 oz.....	.33
Wheatena, 22 oz.....	.26
Pep, 8 oz.....	.11
Kix, 7 oz.....	.13
Wheaties, 8 oz.....	.13
Kellogg's All Bran, 10 oz.....	.13
Kellogg's All Bran, 16 oz.....	.21
Post's Bran Flakes, 8 oz.....	.11
Post's Bran Flakes, 14 oz.....	.16
Shredded Ralston, 12 oz.....	.13
Cheerios, 7 oz.....	.14
COFFEE	
Maxwell House (drip), 1 lb. bag.....	.35
Maxwell House (regular), 1 lb. glass.....	.38
Maxwell House (regular), 2 lbs. glass.....	.74
Chase & Sanborn, dated (regular), 1 lb. bag.....	.33
Sanka, 1 lb. jar.....	.41
Kaffe Hag, 1 lb. jar.....	.40
Boscul, 1 lb. bag.....	.35
Boscul, 1 lb. jar.....	.38
Association, 1 lb. bag.....	.32
White House, 1 lb. carton.....	.28
SYRUP	
Karo Red Label, 1 1/2 lb. glass.....	.19
Karo Red Label, 5 lb. glass.....	.50
Karo Red Label, 10 lb. glass.....	.95
Karo Blue Label, 1 1/2 lb. glass.....	.18
Karo Blue Label, 5 lb. glass.....	.47
Karo Blue Label, 10 lb. glass.....	.90
Vermont Maid, 12 oz. bottle.....	.21
Log Cabin, 12 oz.....	.21
King, 2 lb.....	.19
King, 5 lb.....	.43
Quaker Maid, 20 oz.....	.17

NEW CEILINGS FIXED—Continued

SUGAR	
Granulated White:	
Franklin Cane, Quaker, McCann, 2 lb.....	\$0.15
Franklin, Quaker, McCann, 5 lb.....	.36
Brown:	
Franklin Cane, Quaker, McCann, 1 lb.....	.08
XXXX:	
Franklin, Quaker, McCann, 1 lb.....	.08
Loose (Granulated White), 1 lb. paper bag.....	.07
MILK	
Out of store all brands:	
Grade A, qt. bottle.....	.18
Grade B—Vit. D & Homogenized.....	.16
Grade B.....	.15
Chocolate milk.....	.15
Home delivered:	
Grade A, qt. bottle.....	.17
Grade B—Vit. D & Homogenized.....	.15
Grade B.....	.14
Chocolate Milk.....	.14
PACKAGED CHEESE	
Kraft, Swiss, Velveeta, Old English, Pimento, 1/2 lb.....	.24
Kraft, White American, 1/2 lb.....	.23
Fabst-ett, 6 1/2 oz.....	.22
COOKING AND SALAD OILS	
Mazola, 1 pt. can.....	.35
Mazola, qt. can.....	.69
Mazola, gal. can.....	2.10
Wesson, 1 pt. can.....	.33
SPAGHETTI	
King Midas, 8 oz. pkg.....	.07
Conteluna, 1 lb.....	.13
Muellers, 9 oz.....	.12
MACARONI	
King Midas, 8 oz. pkg.....	.07
Conteluna, 1 lb.....	.13
Muellers, 9 oz.....	.12
NOODLES	
King Midas.....	.07
Conteluna.....	.13
Knighthopd, 5 oz.....	.10
EGG NOODLES	
Muellers, 6 oz.....	.12
<p>(Pub. Laws 421 and 729, 77th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)</p> <p>Issued this, 10th day of May 1943.</p> <p>CHARLES W. HARDESTY, District Manager, Wilmington District.</p> <p>[F. R. Doc. 43-7856; Filed, May 18, 1943; 3:19 p. m.]</p>	

Region III.

[Cleveland Order 1 Under Gen. Order 51]
COMMUNITY CEILING PRICES FOR CUYAHOGA COUNTY, OHIO

SECTION 1 *What this order does.* In accordance with the provisions of General Order No. 51, this order establishes in section 6, community "dollars-and-cents" ceiling prices for certain food items sold in class 1 retail stores located in the following area: Cuyahoga County.

Sec. 2 *Application to other sellers.* No seller except a "retail route seller", may charge more than these community "dollars-and-cents" ceiling prices. Re-

tail route sellers may continue to charge their present ceiling prices. The community ceiling prices shall be the only ceiling prices for such food items for "class 1 retail stores". All other sellers must continue to charge no more than any lower ceiling prices established by any other applicable price regulations.

Sec. 3 *Posting—(a) Selling prices.* All retail stores must post their selling prices for the food items listed below on the item at or near the place where such food item is offered for sale.

(b) *Ceiling prices.* All class 1 retail stores must post in a conspicuous place in the store, a list of the community ceiling prices for such food items, when such list is supplied by the Office of Price Administration. Other retailers must continue to post ceiling prices as required by any other applicable regulation fixing their ceiling prices.

(c) *Class of store.* All retail stores selling any of the food items listed below must post a sign reading "OPA-1", "OPA-2", "OPA-3", or "OPA-4", whichever applies, so that it can be clearly seen by their customers. The definitions of classes of retailers shall be those contained in Maximum Price Regulations Nos. 238 and 268, as the same may be revised from time to time, but in any event all independent retail stores with annual gross sales of less than \$50,000.00, shall be considered class 1 retail stores.

Sec. 4 *Applicability of General Order No. 51.* This order is subject to all the provisions of General Order No. 51, which are hereby made a part of this order.

Sec. 5 *Effective date.* This order becomes effective on May 10, 1943.

Sec. 6 *The community "dollars-and-cents" ceiling prices established.* The following is a list of the food items and the community ceiling prices thereof:

COMMUNITY CEILING PRICES	
BANANAS	
Central American, 1 lb.....	\$0.13
Mexican, 1 lb.....	.10
BREAD	
A & P:	
Boston Brown Bread, 15 oz.....	.10
Cracked Wheat, 20 oz.....	.11
Marvel Sandwich, 24 oz.....	.13
Marvel Enriched, 16 oz.....	.07
Marvel Enriched, 24 oz.....	.10
Marvel Homestyle, 24 oz.....	.13
Raisin, 20 oz.....	.11
Rye, 24 oz.....	.13
Vienna (Plain, Poppyseed, Sesame), 20 oz.....	.10
100% Whole Wheat, 20 oz.....	.11
Bond bread:	
Cracked Wheat, cellophane, 17 1/2 oz.....	.13
Long Bond, white, cellophane, 25 oz.....	.13
Long Bond, white, wax, 25 oz.....	.13
Rye, cellophane, 19 1/2 oz.....	.13
Tender-Loaf, white, wax, 25 oz.....	.13
Vitamin D, Whole Wheat, cellophane, 18 oz.....	.13
White, wax, wrapped, 21 oz.....	.11
Dembovitz Bakery:	
French, 20 oz.....	.13
Twist, Long or Square, 18 oz.....	.13
Twist, Long or Square, 20 oz.....	.20
Twist, Long or Square, 2 lb.....	.26
Pumpernickel, 16 oz.....	.13
Pumpernickel Long, 20 oz.....	.14
Pumpernickel Square, 20 oz.....	.14

COMMUNITY CEILING PRICES—Continued

BREAD—continued

Dembowitz Bakery—Continued.

Long Rye, 16 oz.	\$.12
Long-Round European Rye, 20 oz.	.14
Round Rye, 20 oz.	.14
Square Rye, 20 oz.	.14
Swedish Rye, not wrapped, 16 oz.	.12
Swedish Rye, not wrapped, 20 oz.	.14
Vienna, 16 oz.	.10
Vienna, 20 oz.	.12
White, 16 oz.	.09
White, 20 oz.	.11
White, sliced, 16 oz.	.09
Whole Wheat, 16 oz.	.10

Fisher's:

Aunt Martha's Vitamin	.10
Big Loaf, 24 oz.	.10
Cracked Wheat, 16 oz.	.09
Fruit and Nut, 16 oz.	.11
Holland Egg, 16 oz.	.11
Home Style Loaf, 18 oz.	.09
Milk Loaf, 18 oz.	.09
Pumpernickel Rye, 18 oz.	.10
Raisin, 16 oz.	.11
Raisin Wheat	.11
Rye Hearth Style, 18 oz.	.09
Rye Sliced	.09
Swedish Rye	.10
Twin Loaf	.09
Vienna Hearth Style	.09
Vienna Sliced, 18 oz.	.09
Whole Wheat, 16 oz.	.09
100% Whole Wheat	.09

Hough Bakery:

Cinnamon, 18 oz.	.17
Covered Wagon (Pan baked) unwrapped, 20 oz.	.14
Cracked Wheat, unwrapped, 20 oz.	.13
French, unwrapped, 12 oz.	.12
German Rye, unwrapped, 16 oz.	.11
Long Pumpernickel, unwrapped, 24 oz.	.15
Salt-Rising, unwrapped, 24 oz.	.16
Soy Nut, unwrapped, 20 oz.	.14
Vienna, unwrapped, 16 oz.	.13
White Pullman (Sandwich) unwrapped, 22 oz.	.19
Large White, unwrapped, 24 oz.	.15
Small White, unwrapped, 16 oz.	.11
Whole Wheat, unwrapped, 16 oz.	.12
Rye (plain), unwrapped, 16 oz.	.11

Kaase Bakery:

Bohemian Rye, unwrapped, 19 oz.	.11
Butter Crust, unwrapped, 19 oz.	.11
Cracked Wheat, unwrapped, 19 oz.	.12
Dark Rye, unwrapped, 19 oz.	.11
Diabetic, unwrapped, 19½ oz.	.17
Italian Bread, unwrapped, 19 oz.	.12
Large Bohemian Rye, unwrapped, 27 oz.	.15
Large Butter Crust, unwrapped, 25 oz.	.15
Poppy Braid, unwrapped, 19 oz.	.15
Raisin Bread, unwrapped, 19 oz.	.12
Seedless Rye, unwrapped, 19 oz.	.11
Vienna, unwrapped, 19 oz.	.12
White, Sunset, wrapped, 22 oz.	.12
Whole Wheat, unwrapped, 19 oz.	.11

Kroger's:

Cracked Wheat, Sliced, 16 oz.	.10
Clock Sandwich, Sliced, 20 oz.	.09
Raisin, 16 oz.	.10
Rye, Sliced, 24 oz.	.12
Thron, Sliced, 24 oz.	.10
Whole Wheat, Sliced, 20 oz.	.10

Laub Baking Co.:

Dark Rye, Russian, wax, 20 oz.	.12
Egg Bread, Revelation wrapped, 18 oz.	.12
Potato, white, wax, 22 oz.	.13
Pumpernickel, cellophane, 20 oz.	.13
Raisin Specialty, Revelation wrapped 16 oz.	.12
Round Rye, unwrapped, 20 oz.	.12
Rye, diaphane wrapped, 20 oz.	.12
Rye, European, cellophane, 20 oz.	.12

COMMUNITY CEILING PRICES—Continued

BREAD—continued

Laub Baking Co.—Continued.

Salt-Rising, cellophane, 20 oz.	\$.12
Vienna, 20 oz.	.12
White, wax, 22 oz.	.13
Whole Wheat, Revelation wrapped, 18 oz.	.12

NEC:

NEC White, 20 oz.	.11
Rye, cellophane, NEC, 19 oz.	.12
Vienna, NEC, cellophane, 16 oz.	.12
White, cellophane wrapped, 23 oz.	.13
Wheat, NEC sulphide wrapper, 16 oz.	.12
White, wax wrapped, 24 oz.	.14

Spang Baking Co.:

Cracked Wheat, cellophane, 16 oz.	.12
Golden Anniversary, white, wax, 23 oz.	.13
Raisin, white, cellophane, 18 oz.	.13
Rye, light, cellophane, 18 oz.	.12
Sun Soy, cellophane, 16 oz.	.12
Vienna, unwrapped, 19 oz.	.12
Vita-Melt, white, wax, 20 oz.	.11
Vita-Melt, white, wax, 24 oz.	.13

Star Baking Co.:

Cracked Wheat, 22 oz.	.12
Mother's Potato Leaf, wax, 23 oz.	.12
Raisin Bread, white, wax, 21 oz.	.16
Rye, unwrapped, 23 oz.	.12
Vienna, unwrapped, 23 oz.	.12
Wheat and White Raisin, wax, 21 oz.	.16
Whole Wheat, wax, 23 oz.	.12
100% Whole Wheat, wax, 23 oz.	.12
White, wax, 23 oz.	.12
White, wax, 27½ oz.	.13

abley's:

French, unwrapped, 1½ lb.	.13
Raisin, unwrapped, 1½ lb.	.13
Rye, wax, 1½ lb.	.12
Sandwich Loaf, wax, 1½ lb.	.13
Vienna, unwrapped, 1½ lb.	.12
White Family, wax, 1½ lb.	.12
White, wrapped, 18 oz.	.11
Whole Wheat, wax, 1½ lb.	.12

Ward Baking Co.:

Cracked Wheat, sliced, 16 oz.	.12
Tip Top, white, 18 oz.	.11
Tip Top, white, 20 oz.	.13
Rye, sliced, 18 oz.	.12
Whole Wheat, sliced, 16 oz.	.12

Wonder Bread:

Cracked Wheat, wax, 16 oz.	.12
White, wax, 20 oz.	.11
White, wax, 24 oz.	.13
Whole Wheat, cellophane, 16 oz.	.12

BUTTER

83 Score all brands:

Parchment wrapped, 1 lb.	.55
Cartons, 1 lb.	.55
Parchment wrapped, ½ lb.	.23
Cartons, ½ lb.	.23
Prints: with or without cartons, ¼ lb.	.14

82 Score all brands:

Parchment wrapped, 1 lb.	.55
Cartons, 1 lb.	.55
Parchment wrapped, ½ lb.	.23
Cartons, ½ lb.	.23
Prints: with or without cartons, ¼ lb.	.14

80 Score all brands:

Parchment wrapped, 1 lb.	.55
Cartons, 1 lb.	.55
Parchment wrapped, ½ lb.	.23
Cartons, ½ lb.	.23
Prints: with or without cartons, ¼ lb.	.14

89 Score all brands:

Parchment wrapped, 1 lb.	.55
Cartons, 1 lb.	.55
Parchment wrapped, ½ lb.	.23
Cartons, ½ lb.	.23
Prints: with or without cartons, ¼ lb.	.14

.10 in store, .11 if home delivered.

COMMUNITY CEILING PRICES—Continued

CEREALS (HOT)

Cream of Wheat, 14 oz. pkg.	\$.15
Cream of Wheat, 23 oz. pkg.	.25
Edwards Oats, 20 oz. pkg.	.10
Edwards Quick Cup and Saucer, 42 oz. pkg.	.27
Edwards Case Wheat, 1½ lb. pkg.	.24
Edwards Rolled and Quick, 48 oz. pkg.	.20
Grape Nuts Wheat Meal, 16 oz. pkg.	.15
Hacero Regular Oats, 20 oz. pkg.	.11
Hacero Regular Oats, 43 oz. pkg.	.24
Hecker Products H. O. Oats, 16 oz. pkg.	.13
Hecker Products H. O. Oats, 32 oz. pkg.	.22
Honey Munch, 6 oz. pkg.	.10
Malt-O-Meal Campbell Cereal, 26 oz. pkg.	.26
Maltex, 23 oz. pkg.	.26
National Oats Co. 3 Minute Oats, 20 oz. pkg.	.10
National Oats Co. 3 Minute Oats, 48 oz. pkg.	.20
Pleazing Quick Cup and Saucer, 2½ lb. pkg.	.27
Pleazing Rolled & Quick, 16 oz. pkg.	.10
Pillsbury Farina, 14 oz. pkg.	.09
Pillsbury Farina, 28 oz. pkg.	.16
Pillsbury Hominy Grits, 2½ oz. pkg.	.09
Pillsbury Wheat Bran, 20 oz. pkg.	.17
Quaker Buckeye Oats, 6 lb. pkg.	.35
Quaker Crystal Wedding Oats, 16 oz. pkg.	.11
Quaker Farina, 14 oz. pkg.	.09
Quaker Farina, 28 oz. pkg.	.18
Quaker Hominy Grits, 2½ oz. pkg.	.09
Quaker Toy Oats, 3 lb. pkg.	.24
Quaker Premium Oats & Crystal, 48 oz. pkg.	.33
Quaker Mother's Quick & Regular, 20 oz. pkg.	.12
Quaker Mother's Quick & Regular, 3 lb. pkg.	.23
Ralston Instant, 16 oz. pkg.	.24
Ralston Regular, 2½ oz. pkg.	.25
Wheatena, 22 oz. pkg.	.26
Wheatena, 11 oz. pkg.	.15

CEREALS (COLD)

Doughboy Mills Rice Pops, 7 oz. pkg.	.10
Doughboy Mills Wheat Pops, 8 oz. pkg.	.08
General Mills Elk, 7 oz. pkg.	.14
General Mills Cheerios, 7 oz. pkg.	.14
General Mills Wheaties, 8 oz. pkg.	.13
Kellogg's All Bran, 10 oz. pkg.	.14
Kellogg's All Bran, 16 oz. pkg.	.22
Kellogg's All Bran Flakes, 8 oz. pkg.	.11
Kellogg's All Bran Flakes, 14 oz. pkg.	.16
Kellogg's Corn Flakes, 6 oz. pkg.	.06
Kellogg's Corn Flakes, 11 oz. pkg.	.10
Kellogg's Corn Flakes, 18 oz. pkg.	.14
Kellogg's Crumbles, 8 oz. pkg.	.13
Kellogg's Pop Bran Flakes, 10 oz. pkg.	.14
Kellogg's Rice Krispies, 5½ oz. pkg.	.14
Kellogg's Shredded Wheat, 12 oz. pkg.	.12
Kellogg's Variety Package	.23
Kellogg's Wheat Krispies, 8 oz. pkg.	.13
Miller's Corn Flakes, 6 oz. pkg.	.08
Miller's Corn Flakes, 11 oz. pkg.	.09
NEC Shredded Wheat, 12 oz. pkg.	.13
NEC Shredded, 12 oz. pkg.	.14
Pillsbury Bran, 20 oz. pkg.	.18
Pleazing Corn Flakes, 11 oz. pkg.	.09
Pleazing Wheat Flakes, 8 oz. pkg.	.12
Post Bran Flakes, 8 oz. pkg.	.11
Post Bran Flakes, 14 oz. pkg.	.16
Post Grape Nuts, 12 oz. pkg.	.16
Post Grape Nuts Flakes, 7 oz. pkg.	.11
Post Tena	.25
Post Toasties, 6 oz. pkg.	.08
Post Toasties, 11 oz. pkg.	.10
Post Toasties, 18 oz. pkg.	.14
Quaker Crackies, 8 oz. pkg.	.10
Quaker Muffets, 8 oz. pkg.	.10
Quaker Puffed Rice Sparkies, 4½ oz. pkg.	.13
Quaker Puffed Wheat Sparkies, 4 oz. pkg.	.11
Ralston Ry-Krisp, 6 oz. pkg.	.14
Ralston Ry-Krisp, 12 oz. pkg.	.23

COMMUNITY CEILING PRICES—Continued	
CEREALS (COLD)—continued	
Ralston Shredded, 12 oz. pkg.	\$0.14
Ranger Joe, 6¼ oz. pkg.	.12
CANNED CITRUS FRUIT AND JUICES	
Fruits:	
Boy Brand Grapefruit, 20 oz. cans.	.18
Boy Brand Orange Sections, 20 oz. cans.	.19
Dr. Phillips Grapefruit, No. 2 cans.	.19
Merchants Grapefruit, 2 lb. cans.	.15
Juices:	
Boy Brand Grapefruit Juice, No. 2 cans.	.17
Boy Brand Grapefruit Juice, 46 oz. cans.	.37
Bruce Grapefruit Juice, No. 2 cans.	.17
Bruce Grapefruit Juice, 46 oz. cans.	.37
Curtis Grapefruit Juice, 46 oz. cans.	.37
Donald Duck Grapefruit Juice, No. 2 cans.	.17
Edwards Grapefruit Juice, No. 2 cans.	.17
Edwards Grapefruit Juice, 46 oz. cans.	.37
Florida Gold Grapefruit Juice, No. 2 cans.	.17
Florida Gold Grapefruit Juice, 46 oz. cans.	.37
Libby California Orange Juice, 18 oz. cans.	.21
Libby California Orange Juice, 47 oz. cans.	.54
Merchants Orange Juice, No. 2 cans.	.14
Merchants Orange Juice, 46 oz. cans.	.40
Merchants blend orange and grapefruit juice, No. 2 cans.	.14
Merchants blend orange and grapefruit juice, 46 oz. cans.	.31
Monarch grapefruit juice, No. 2 cans.	.17
Monarch grapefruit juice, No. 3 cans.	.37
Stokeley's grapefruit juice, No. 2 cans.	.17
Stokeley's grapefruit juice, 47 oz. cans.	.37
Texsun grapefruit juice, No. 2 cans.	.17
Texsun grapefruit juice, 46 oz. cans.	.37
Tex. Delta grapefruit juice, No. 2 (18-oz.)	.17
Tex. Delta grapefruit juice, 46 oz. cans.	.37
Tropic Gold grapefruit juice, No. 2 (18-oz.) cans.	.17
Tropic Gold grapefruit juice, 46 oz. cans.	.37
Tropic Sweet grapefruit juice, 46 oz. cans.	.37
COFFEE	
Beechnut, 1 lb. glass.	.37
Bon Jour, 1 lb. paper.	.32
Boscul, 1 lb. glass.	.37
Boy Brand, 1 lb. paper.	.30
Chase & Sanborn, 1 lb. pkg.	.33
Coronet, 1 lb. pkg.	.32
Del Monte, 1 lb. glass.	.37
Don Dee, 1 lb. pkg.	.36
Don Dee, 1 lb. glass.	.38
Eight O'clock, 1 lb. pkg.	.21
Four Roses, 1 lb. pkg.	.26
Freshway, 1 lb. pkg.	.27
George Washington, 4 oz. jar.	1.15
Gold Bar, 1 lb. glass.	.33
Gold Seal, 1 lb. pkg.	.21
Green N'Gold, 1 lb. pkg.	.21
Hills Bros., 1 lb. pkg.	.39
Kaffee Hag, 1 lb. glass.	.40
Lombardy, 1 lb. glass.	.36
Magic Tang, 1 lb. pkg.	.24
Maxwell House, whole bean, 1 lb. pkg.	.35
Maxwell House, 1 lb. pkg.	.35
Maxwell House, 1 lb. glass.	.37
Merchants, 1 lb. glass.	.34
Merchants, 1 lb. pkg.	.31
Merco, 1 lb. pkg.	.31
Mervue, 1 lb. glass.	.34
Mervue, 1 lb. pkg.	.32
Nescafe, 12 oz. glass.	.96
Nescafe, 4 oz. glass.	.34
Old Master, 1 lb. pkg.	.34

COMMUNITY CEILING PRICES—Continued	
COFFEE—continued	
Old Reliable, 1 lb. glass.	\$0.38
Pleezing, 1 lb. glass.	.36
Pot O'Gold, 1 lb. pkg.	.24
Red Circle, 1 lb. pkg.	.24
Sanka, 1 lb. glass.	.41
Senora, 1 lb. pkg.	.33
Van Roy, 1 lb. pkg.	.29
Van Roy Morning-Star, 1 lb. pkg.	.26
Werthmore, 1 lb. pkg.	.34
COFFEE SUBSTITUTES	
Bulkee Coffee Stretcher, 1 lb. pkg.	.21
Cereal Postum, 18 oz. pkg.	.22
Cereal Solo Cup, 1 lb. pkg.	.20
Formula 7, 1 lb. pkg.	.19
Frank's Chicory, Tablets pkg.	.08
Frank's Chicory, 6¼ oz. pkg.	.10
Holsum Products Jah-Vah, 1 lb. pkg.	.20
Instant Postum, 4 oz. pkg.	.25
Instant Postum, 8 oz. pkg.	.44
Pour More, 12 oz. pkg.	.15
Richard Allen Co. Coffee Stretcher, 1 lb. pkg.	.21
Valor, 1 lb. pkg.	.13
X-Tra Cup Coffee Stretcher, 1 lb. pkg.	.21
DRIED FRUIT (PACKAGED)	
Currants:	
Del Rey, 11 oz. pkg.	.17
Prunes:	
Pansy, medium, 2 lb. pkg.	.34
Pansy, large, 2 lb. pkg.	.36
Santa Clara Heart's Delight medium, 1 lb. pkg.	.18
Sunsweet extra large, 1 lb. pkg.	.20
Sunsweet large, 16 oz. pkg.	.19
Sunsweet large, 2 lb. pkg.	.37
Sunsweet medium, 2 lb. pkg.	.35
Shur-Fine, large, 16 oz. pkg.	.17
Shur-Fine, extra large, 16 oz. pkg.	.18
Shur-Fine, medium, 2 lb. pkg.	.31
Shur-Fine, large, 2 lb. pkg.	.33
Raisins:	
Edwards Muscat, seeded, 15 oz. pkg.	.16
Del Rey, seeded, 15 oz. pkg.	.17
Iris Muscats, seeded, 15 oz. pkg.	.17
Supreme bleached, 15 oz. pkg.	.18
Haserot's, seedless, 15 oz. pkg.	.16
Haserot's, seeded, 15 oz. pkg.	.18
Edwards Choice, seedless, 15 oz. pkg.	.15
Boy Brand, seedless, 15 oz. pkg.	.15
Supreme, seedless, 15 oz. pkg.	.15
Boy Brand, seeded, 15 oz. pkg.	.17
Boy Brand, seeded, 15 oz. pkg.	.18
Sun Maid, seeded muscat, 15 oz. pkg.	.17
Sun Maid, Thompson's seedless, 15 oz. pkg.	.15
Sun Maid, puffer seedless, 15 oz. pkg.	.17
Blue Ribbon, seeded muscat, 15 oz. pkg.	.17
EVAPORATED MILK	
Belle Vernon, tall.	.09
Belle Vernon, small.	.05
Boy Brand, 14½ oz.	.11
Carnation, 6½ oz.	.05
Carnation, 14½ oz.	.11
Country Club, tall.	.28
Country Club, small.	.05
Defiance, 6½ oz.	.05
Defiance, 14½ oz.	.11
Edwards, 6½ oz.	.05
Edwards, 14½ oz.	.11
Farmview, tall.	.09
Gold Cross, 6½ oz.	.05
Gold Cross, 14½ oz.	.11
Haserot's, 14½ oz.	.11
Jerzee, 6 oz.	.05
Jerzee, 14½ oz.	.11
Larry Boy, 14½ oz.	.11
Lion, 6 oz.	.05
Lion, 14½ oz.	.11
Pet, 6½ oz.	.05
Pet, 14½ oz.	.11
R-M, 14½ oz.	.11
Silver Cow, 6½ oz.	.05
Silver Cow, 14½ oz.	.11
United, 14½ oz.	.11
White House, tall.	.09

COMMUNITY CEILING PRICES—Continued	
EVAPORATED MILK—continued	
White House, baby.	\$0.05
Windsor, 14½ oz.	.11
EGGS	
Per dozen	
Certified extra large grade AA, carton.	.57
bulk.	.54
Certified large grade AA, carton.	.54
bulk.	.52
Jumbo grade A, carton.	.58
bulk.	.55
Extra large grade A, carton.	.54
bulk.	.52
Large grade A, carton.	.52
bulk.	.50
Medium grade A, carton.	.47
bulk.	.45
Small grade A, carton.	.43
bulk.	.40
Large grade B, carton.	.50
bulk.	.47
Medium grade B, carton.	.45
bulk.	.43
Small grade B, carton.	.40
bulk.	.38
Large grade C and assorted, carton.	.46
bulk.	.44
Medium grade C and assorted, carton.	.41
bulk.	.39
Small grade C and assorted, carton.	.36
bulk.	.34
FLUID MILK	
1 gal. container or multiples thereof.	.51
½ gal. glass or paper container.	.28
1 qt. glass or paper container.	.16
1 pt. glass or paper container.	.09
½ pt. glass or paper container.	.07
FROZEN SALT WATER FISH	
Cod Atlantic Coast fillets, 1 lb.	.44
Haddock fillets, 1 lb.	.44
Hallbut Sliced steaks, 1 lb.	.51
Mackerel fillets, 1 lb.	.30
Pollock fillets, 1 lb.	.30
Rose Fish or Ocean Perch fillets, 1 lb.	.41
Salmon-Pacific Silver sliced steaks, 1 lb.	.40
Whiting or Ocean Pike Butterfly fillets, 1 lb.	.34
Whiting or Ocean Pike dressed fillets, 1 lb.	.19
Whiting or Ocean Pike regular fillets, 1 lb.	.35
Whiting or Ocean Pike round, 1 lb.	.10
STRAINED HONEY	
Cloverdale, 12 oz.	.24
Cloverdale, 16 oz.	.31
Edwards, 16 oz.	.35
Lake Shore, 4 oz.	.12
Lake Shore, 16 oz.	.33
Lake Shore, 1 lb.	.33
Merchants, 12 oz.	.28
Monarch, 16 oz.	.35
Rokeach Ny, 16 oz.	.38
Sioux Bee, 1 lb.	.35
Weideman Boy (glass), 17 oz.	.35
LARD	
Pure Lard bulk or packaged, 1 lb.	.19
MACARONI & NOODLE PRODUCTS	
Macaroni:	
Creamettes, 8 oz.	.10
Eatmore, 16 oz.	.11
Edwards elbow, 14 oz.	.11
First Prize, 1 lb.	.10
Heinz, 8 oz.	.10
Kraft Macaroni Dinner, 6 oz.	.10
Kraft Macaroni Dinner, 7½ oz.	.11
Lombardy's elbow, 14 oz.	.11
Lombardy's, 14 oz.	.11
Marjorie Daw, 12 oz.	.11
Marjorie Daw, 16 oz.	.13
Merchants, 14 oz.	.11
Merchants, 14 oz.	.11

COMMUNITY CEILING PRICES—Continued

COMMUNITY CEILING PRICES—Continued

COMMUNITY CEILING PRICES—Continued

MACARONI & NOODLE PRODUCTS—continued

Macaroni—Continued.	
Mueller elbow and long, 9 oz.	\$0.12
Mueller elbow, 16 oz.	.16
Mueller, 16 oz.	.16
Red Cross, 7 oz. (4)	.16
Royal Sea Shell, 14 oz.	.10
U. S., 16 oz.	.16
Van Camps Tenderoni, 6 oz.	.10
Vinco elbow and long, 1 lb.	.13
Vinco Sea Shell, 16 oz.	.13
Weideman, 14 oz.	.11
Spaghetti:	
Chef Boyardee Dinner, meatless, 8 oz.	.38
Chef Boyardee Dinner, with meat, 8 oz.	.38
Eatmore, 16 oz.	.12
Edwards, 14 oz.	.11
First Prize, 16 oz.	.09
Heinz, 10 oz.	.10
Lido Club Dinner, 7 oz.	.22
Lombardy's, 14 oz.	.11
Marjorie Daw, 12 oz.	.11
Marjorie Daw, 16 oz.	.13
Merchants, 14 oz.	.11
Mueller's, 9 oz.	.12
Mueller's, 16 oz.	.16
U. S., 16 oz.	.16
Vimbo, 16 oz.	.13
Weideman, 14 oz.	.11
Noodles:	
Bellante, 7 oz.	.12
Bellante, 14 oz.	.19
Climax, 7 oz.	.11
Climax, 14 oz.	.20
Eagle Brand, 8 oz.	.13
Eagle Brand, 16 oz.	.24
Edwards, 8 oz.	.12
Edwards, 14 oz.	.20
Haserot, 16 oz.	.20
Holsum, 8 oz.	.11
Manischewitz, 8 oz.	.14
Manischewitz, 16 oz.	.25
Marjorie Daw, 8 oz.	.10
Marjorie Daw, 16 oz.	.18
Mayfair Club, 16 oz.	.18
Mayfair Club, 8 oz.	.10
Merchants, 8 oz.	.13
Mueller's, 6 oz.	.12
Mueller's, 12 oz.	.17
Mrs. Roth, 6 oz.	.10
Mrs. Roth, 12 oz.	.19
Shure-Fine, 8 oz.	.11
Shure-Fine, 16 oz.	.19
Weideman, 8 oz.	.13
Weideman, 14 oz.	.20
Mrs. Weiss, 8 oz.	.12
Mrs. Weiss, 14 oz.	.19

PACKAGED CHEESE

Bordens American, 8 oz. pkg.	.23
Bordens Blue, 5 oz. glass.	.23
Bordens Brick, 8 oz. pkg.	.22
Bordens Chateau, 8 oz. pkg.	.24
Bordens Cream, 3 oz.	.12
Bordens Cream Spread, 5 oz. glass.	.20
Bordens Limberger, 5 oz. glass.	.23
Bordens Limberger, 8 oz. pkg.	.22
Bordens Olive Pimento, 5 oz. glass.	.20
Bordens Pimento, 8 oz. pkg.	.22
Bordens Pimento Cream Spread, 5 oz. glass.	.20
Bordens Pineapple Cream Spread, 5 oz. glass.	.20
Bordens Swiss, 8 oz. pkg.	.22
Bordens Veri-Sharp, 5 oz. glass.	.23
Bordens Wedj., 6 oz. glass.	.23
Kraft American, 8 oz. pkg.	.23
Kraft Brick, 8 oz. pkg.	.24
Kraft Limberger, 8 oz. pkg.	.24
Kraft Fabst-ett, 6½ oz. pkg.	.22
Kraft Pimento, 8 oz. pkg.	.24
Kraft Old English, 8 oz. pkg.	.26
Kraft Pimento Velveeta, 8 oz. pkg.	.24
Kraft Swiss, 8 oz. pkg.	.24
Kraft Velveeta, 8 oz. pkg.	.24
Kraft Philadelphia Cream, 3 oz. pkg.	.12
Kraft Philadelphia Cream, 8 oz. pkg.	.27

PACKAGED CHEESE—continued

Kraft Limberger Cream Spread, 5 oz. glass.	\$0.23
Kraft Old English Cream Spread, 5 oz. glass.	.21
Kraft Pimento Cream Spread, 5 oz. glass.	.20
Kraft Olive Pimento Cream Spread, 5 oz. glass.	.20
Kraft Pineapple Cream Spread, 5 oz. glass.	.20
Kraft Relich Cream Spread, 5 oz. glass.	.23
Kraft American, 2 lb. pkg.	.64
Kraft American Cheese, Ford Spread, 5 oz. glass.	.18
Kraft Brick, 2 lb. pkg.	.75
Kraft Old English, 2 lb. pkg.	.93
Kraft Pimento, 2 lb. pkg.	.77
Kraft Pimento-Velveeta, 2 lb. pkg.	.75
Kraft Swiss, 2 lb. pkg.	.77
Kraft Velveeta, 2 lb. pkg.	.75
Kraft Pimento, 5 oz. glass.	.18
Kraft Roka, 5 oz. glass.	.21

FLOUR, PACKAGED

Bisquick, 20 oz. pkg.	.21
Bisquick, 40 oz. pkg.	.33
Henkel's Velvet, 44 oz. pkg.	.26
Pillsbury Sno-Sheen, 2½ lb. pkg.	.32
Sapphire Biscuit Mix, 8 oz. pkg.	.10
Sapphire Biscuit Mix, 2½ lb. pkg.	.37
Softasilk, 44 oz. pkg.	.32
Swansdown, 44 oz. pkg.	.32

PEANUT BUTTER

Battleship, 8¼ oz. glass.	.21
Battleship, 16 oz. glass.	.35
Battleship, 12 oz. glass.	.27
Beechnut Peanut Butter, 16 oz. glass.	.29
Beechnut Peanut Butter, 8 oz. glass.	.20
Best Value, 16 oz. glass.	.31
Best Value, 32 oz. glass.	.59
Economy, 5 oz. glass.	.13
Economy, 12 oz. glass.	.27
Economy, 24 oz. glass.	.59
Edwards First Prize, 5 oz.	.13
Edwards First Prize, 12 oz.	.27
Edwards First Prize Round Lt. W., 1 lb. glass.	.35
Edwards First Prize, 24 oz. glass.	.59
Edwards First Prize Round Lt. W., 2 lb. glass.	.67
Edwards Peanut Butter, 1 lb.	.30
Equality (Kelly), 5 oz.	.13
Equality (Kelly), 9 oz.	.21
Fame, 5 oz.	.13
Haserot, 7 oz.	.17
Haserot, 14 oz.	.22
Haserot, 32 oz.	.67
Heinz, 1 lb.	.43
Heinz, 9½ oz.	.14
Holsum, 16 oz.	.35
Kelly's Disc, 6 oz. glass.	.15
Kelly's Disc, 12 oz. glass.	.27
Kelly's Disc, 16 oz. glass.	.35
Larry Boy, 5 oz.	.13
Larry Boy, 10 oz.	.21
Larry Boy, 32 oz.	.67
Lombardy, 5 oz.	.13
Lombardy, 12 oz.	.27
Lombardy, 24 oz.	.59
Merchants, 5 oz.	.13
Merchants, 12 oz.	.27
Monarch, 16 oz.	.30
Peanut Crunch Peanut Butter, 9½ oz.	.23
Peanut Crunch Peanut Butter, 16 oz.	.43
Realm, 12 oz.	.27
Realm, 8 oz.	.20
School Days, 1 lb.	.31
Shur-Fine, 16 oz. glass.	.35
Shur-Fine, 2 lb. glass.	.67
Shur-Fine, 9 oz. glass.	.21
Weideman Boy Brand, 6 oz.	.16
Weideman Boy Brand, 8 oz.	.20
Weideman Boy Brand, 10 oz.	.21
Weideman Boy Brand, 12 oz.	.27
Weideman Boy Brand, 16 oz.	.35
Weideman Boy Brand, 24 oz.	.59
Weideman Boy Brand, 32 oz.	.67

FOULTRY

Broilers and Fryers:	
Live, under 4 lbs.	\$0.39
Each killed and dressed, under 3½ lbs.	.44
Drawn, under 2½ lbs.	.59
Roasters:	
Live, 4 lbs. and over.	.39
Each killed and dressed, 3½ lbs. and over.	.44
Drawn, 2½ lbs. and over.	.59
Fowl:	
Live, all weights.	.34
Each killed and dressed, all weights.	.39
Drawn, all weights.	.51
Stags and old roosters:	
Live, all weights.	.29
Each killed and dressed, all weights.	.34
Drawn, all weights.	.44

PACKAGED FISH

Tuna fish:	
Boy Tuna, ½ lb.	.35
Edie Lile Fancy Tuna, ½ lb.	.35
Kinney Light Tuna, ½ lb.	.51
Far Famed Tuna, 7½ oz.	.33
Star Klot Grated Tuna, ½ lb.	.34
Packer's West Coast Light Meat Tuna, ½ lb.	.23
Best of Chicken Light Tuna, ½ lb.	.45
Chicken of the Seas Tuna, ½ lb.	.34
Yacht Club Tuna Fish, ¼ lb.	.24
Salmon:	
Pink Beauty Pink Salmon, tall.	.27
Pleazing Pink Salmon, tall.	.27
Ecloga Pink Salmon, 1 lb.	.27
Swift Water Pink Salmon, ¼ lb.	.17
Sea Lion Salmon Canned, 7½ oz.	.42
Damming's Red Salmon, 16 oz.	.43
Damming's Red Salmon, ½ lb.	.33
Damming's Fancy Alaska Salmon, 1 lb. flat.	.51
See Boy Cobeo Fancy Salmon, tall No. 1.	.33
Yukon Fancy Alaska, ½ flat.	.33
Yukon Salmon, #1 tall.	.49
Sea Klot Sockeye Red Salmon, #1 tall.	.50
Fair Weather Chum Salmon, #1 tall.	.25
Humpy Dumpty Chum Salmon, 10 oz.	.25
Fish Hawk Red Salmon, #1 tall.	.49
Peter Pan Pink Salmon, #1 tall.	.27
Boy Knot Fancy Sockeye Salmon, Flat 1 lb.	.62
Haserot's Fancy Sockeye Salmon, ½ lb. flat.	.37
Broaddale Salmon, 1 lb.	.22
Libby Red Sockeye Salmon (tall), ½ lb.	.27
Happy Vale Pink Salmon, 1 lb.	.23
Happy Vale Pink Salmon (tall), ½ lb.	.16
Libby Red Sockeye Salmon (tall), 1 lb.	.41
Monarch Sockeye Salmon, 1 lb.	.50
Medium Red Yacht Club Salmon (tall), 1 lb.	.33
Medium Red Yacht Club, 7½ oz.	.27
Walt Pink Salmon, 7½ oz.	.29
Packer's Chum Salmon, 1 lb.	.27
SHOCKERS:	
Capital City, 1 lb.	.23
Crice, 1 lb.	.27
Crice, 3 lb.	.75
Crice, 6 lb.	1.49
Edwards, 3 lb.	.69
Dargard, 1 lb.	.23
King Taste, 1 lb.	.21
King Taste, 3 lb.	.61
New Era Wholesale, 1 lb.	.23
Shee, 1 lb.	.25
Shee, 3 lb.	.69
Spry, 1 lb.	.27

COMMUNITY CEILING PRICES—Continued

SHORTENING—continued

Spry, 3 lb.....	\$0.75
Weideman's, 3 lb.....	.67
SUGAR	
All brands:	
Cubes, 2 lb. pkg.....	.19
Cubes, 1 lb. pkg.....	.10
Tablet, 1 lb. pkg.....	.11
Tablet, 2 lb. pkg.....	.22
Brown, 1 lb. pkg.....	.09
Powdered, 1 lb. pkg.....	.09
Granulated, 2 lb. pkg.....	.15
Granulated, 5 lb. pkg. or bag.....	.38
Granulated, 10 lb. bag.....	.73
Granulated, 25 lb. bag.....	1.79
Granulated, bulk, 100 lb. bag.....	7.00
Granulated, bulk, 1 lb.....	.07

SYRUPS

Alaga, 12 oz.....	.12
Alaga, 1½ lb.....	.20
Alaga, 5 lb.....	.61
Alaga, 10 lb.....	1.01
Al-Mo-Co Cherry Grove, #2½.....	.22
Best Value Table Syrup, 6 oz.....	.09
Best Value Table Syrup, 8 oz.....	.12
Best Value Table Syrup, 16 oz.....	.23
Boy Brand Pure Maple, 8 oz.....	.32
Boy Brand Pure Maple, 16 oz.....	.55
Boy Brand Pure Maple, 32 oz.....	1.08
Brer Rabbit Gold Molasses, 12 oz.....	.20
Brer Rabbit Gold Molasses, 24 oz.....	.37
Brer Rabbit Green Molasses, 12 oz.....	.16
Brer Rabbit Green Molasses, 24 oz.....	.31
Brer Rabbit Green Molasses, 10 lb.....	1.07
Burden's, 16 oz.....	.23
Burden's, 32 oz.....	.36
Diamond C Green Label, #1½.....	.13
Fairfield Farms 100% Pure Maple, 8 oz.....	.33
Gold Cup Pure Maple, 10 oz.....	.37
Gold Cup Pure Maple, 16 oz.....	.56
Golden Glow, 8 oz.....	.13
Golden Glow, 12 oz.....	.16
Golden Glow, 16 oz.....	.22
Grandma Molasses, 1 pt.....	.25
Grandma Molasses, 1 qt.....	.44
Kar Red Label, 24 oz.....	.18
Karo Red Label, 5 lb.....	.45
Karo Blue Label, 24 oz.....	.17
Karo Blue Label, 5 lb.....	.43
Karo Blue Label, 10 lb.....	.80
Log Cabin, 12 oz.....	.21
New England, 6 oz.....	.11
New England, 12 oz.....	.17
New England Corn & Maple, 16 oz.....	.22
Pleezing Crystal White, 1½ lb.....	.15
Pleezing Golden Syrup, 1½ lb.....	.14
Square B Pancake Syrup, 6 oz.....	.10
Square B Pancake Syrup, 12 oz.....	.17
Square B Pancake Syrup, 24 oz.....	.30
Vermont Maid, 12 oz.....	.21

SALAD AND COOKING OILS

Angela Mia, qt.....	.52
Angela Mia, ½ gal.....	1.04
Angela Mia, gal.....	1.89
Creamo, gal.....	2.11
Durkee, gal.....	1.94
Edwards, 6 oz.....	.15
Edwards, 12 oz.....	.28
Gold'n, 2 oz.....	.08
Granora, 1 gal.....	1.90
Klein, 6 oz.....	.15
Klein, 12 oz.....	.26
Klein, 16 oz.....	.33
Klein, 32 oz.....	.59
Lookout Co., gal.....	1.74
La Fortuna, gal.....	1.89
Mazola, pt.....	.35
Mazola, qt.....	.66
Mazola, gal.....	2.07
Peacock, gal.....	1.95
Primo, ½ gal.....	1.24
Primo, gal.....	2.36
Santuzza, qt.....	.69
Santuzza, ½ gal.....	1.31

COMMUNITY CEILING PRICES—Continued

SALAD AND COOKING OILS—continued

Santuzza, gal.....	\$2.54
Weideman's, qt.....	.61
Weideman's, 12 oz.....	.28
Wesson, 16 oz.....	.33
Wesson, qt.....	.65
Wesson, gal.....	1.92

(Pub. Laws 421 and 729, 77th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 8th day of May 1943.

CLINTON M. FISKE,
District Director,
Cleveland District.

[F. R. Doc. 43-7852; Filed, May 18, 1943; 3:17 p. m.]

[Cleveland Order 2 Under Gen. Order 51]

COMMUNITY CEILING PRICES FOR AKRON, OHIO

SECTION 1 *What this order does.* In accordance with the provisions of General Order No. 51, this order establishes in section 6, community "dollar-and-cents" ceiling prices for certain food items sold in class 1 retail stores located within the corporate boundaries of the City of Akron, Ohio.

SEC. 2 *Application to other sellers.* No seller except a "retail route seller" may charge more than these community "dollar-and-cents" ceiling prices. Retail route sellers may continue to charge their present ceiling prices. The community ceiling prices shall be the only ceiling prices for such food items for "class 1 retail stores." All other sellers must continue to charge no more than any lower ceiling prices established by any other applicable price regulations.

SEC. 3 *Posting—(a) Selling prices.* All retail stores must post their selling prices for the food items listed below on the item at or near the place where such food item is offered for sale.

(b) *Ceiling prices.* All class 1 retail stores must post in a conspicuous place in the store, a list of the community ceiling prices for such food items, when such list is supplied by the Office of Price Administration. Other retailers must continue to post ceiling prices as required by any other applicable regulation fixing their ceiling prices.

(c) *Class of store.* All retail stores selling any of the food items listed below must post a sign reading "OPA-1", "OPA-2", "OPA-3", or "OPA-4", whichever applies, so that it can be clearly seen by their customers. The definitions of classes of retailers shall be those contained in Maximum Price Regulations Nos. 238 and 268, as the same may be revised from time to time, but in any event all independent retail stores with annual gross sales of less than \$50,000.00, shall be considered class 1 retail stores.

SEC. 4 *Applicability of General Order No. 51.* This order is subject to all the provisions of General Order No. 51, which are hereby made a part of this order.

SEC. 5 *Effective date.* This order becomes effective on May 10, 1943.

SEC. 6 The community "dollar-and-cents" ceiling prices established. The following is a list of the food items and the community ceiling prices thereof:

COMMUNITY CEILING PRICES

BANANAS

Central American, 1 lb.....	\$0.13
Mexican, 1 lb.....	.10

BUTTER

93 score, all brands:	
Parchment wrap, 1 lb.....	.50
Cartons, 1 lb.....	.50
Parchment wrap, ½ lb.....	.28
Cartons, ½ lb.....	.28
Prints: with or without cartons, ¼ lb.....	.14
92 score, all brands:	
Parchment wrap, 1 lb.....	.50
Cartons, 1 lb.....	.50
Parchment wrap, ½ lb.....	.28
Cartons, ½ lb.....	.28
Prints: with or without cartons, ¼ lb.....	.14
90 score, all brands:	
Parchment wrap, 1 lb.....	.55
Cartons, 1 lb.....	.55
Parchment wrap, ½ lb.....	.28
Cartons, ½ lb.....	.28
Prints: with or without cartons, ¼ lb.....	.14
89 score, all brands:	
Parchment wrap, 1 lb.....	.55
Cartons, 1 lb.....	.55
Parchment wrap, ½ lb.....	.28
Cartons, ½ lb.....	.28
Prints: with or without cartons, ¼ lb.....	.14

LARD

Pure lard, bulk or packaged, 1 lb.....	.10
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CANNED MILK EVAPORATED

Windsor Milk Co. (Betsy Ross), 6 oz.....	.05
Windsor Milk Co. (Betsy Ross), 14½ oz.....	.11
Carnation, 14½ oz.....	.11
Carnation, 6½ oz.....	.05
Gold Cross, 14½ oz.....	.11
Pet, 6½ oz.....	.05
Pet, 14½ oz.....	.11
Silver Cow Borden, 14½ oz.....	.11
Wilson's, 6½ oz.....	.05
Wilson's, 14½ oz.....	.11
Van Camp's, 14½ oz.....	.11
Libby's, 6 oz.....	.05
Libby's, 14½ oz.....	.11
Defiance Milk Co. Summit, 6½ oz.....	.05
Defiance Milk Co. Summit, 14½ oz.....	.11
Windsor Milk Co. Volunteer, 6 oz.....	.05
Windsor Milk Co. Volunteer, 14½ oz.....	.11
Windsor Milk Co. Windsor, 14½ oz.....	.11

COLD CEREALS

Post:	
Post Toasties, 11 oz.....	.10
Post Toasties, 6 oz.....	.08
Post Toasties, 18 oz.....	.14
Post Bran Flakes, 14 oz.....	.16
Post Bran Flakes, 8 oz.....	.11
Grape Nuts Flakes, 7 oz.....	.11
Grape Nuts Flakes, 12 oz.....	.10
Grape Nuts, 12 oz.....	.10
Post Tens, 10 oz.....	.20
Kellogg:	
Pep, 10 oz.....	.14
Rice Krispies, 5½ oz.....	.14
Wheat Krispies, 8 oz.....	.13
Shredded Wheat, 12 oz.....	.12
Bran Flakes, 14 oz.....	.16
Bran Flakes, 8 oz.....	.11
Krumbles, 9 oz.....	.13
All Bran, 10 oz.....	.14
All Bran, 16 oz.....	.22
Corn Flakes, 11 oz.....	.10
Corn Flakes, 18 oz.....	.14
Corn Flakes, 6 oz.....	.06
Variety, 10 oz.....	.26

COMMUNITY CEILING PRICES—Continued

COLD CEREALS—continued

Quaker:	
Puffer Rice Sparkies, 4½ oz.	\$.13
Puffed Wheat Sparkies, 4 oz.	.11
Crackles, 8 oz.	.09
Muffets, 8 oz.	.10
Ralston:	
Ry-Krisp, 6 oz.	.14
Ry-Krisp, 12 oz.	.23
Shredded, 12 oz.	.14
General Mills, Wheaties, 8 oz.	.13
National Biscuit Co.:	
Shredded Wheat, 12 oz.	.13
Shreddies, 12 oz.	.14
Purity Mills, Honey Munch, 6 oz.	.10
Ranger Joe, 6¼ oz.	.12
Jerzee Cereal Co., Corn Flakes, 11 oz.	.09
Quaker:	
Regular and Quick Oats, 48 oz.	.26
Regular and Quick Oats, 20 oz.	.12
Toy Oats, 32 oz.	.24
Carnival and China, 48 oz.	.33
Crystal Wedding, 48 oz.	.24
Crystal Wedding, 20 oz.	.11
Hominy Grits, 24 oz.	.09
Pettijohn, 22 oz.	.20
Farina, 14 oz.	.03
Farina, 28 oz.	.18
Ralston:	
Regular, 24 oz.	.25
Instant, 16 oz.	.25
Super Farina, 24 oz.	.24
Cream of Wheat, 14 oz.	.15
Cream of Wheat, 28 oz.	.26
Wheatena, 22 oz.	.26
Wheatena, 11 oz.	.15
Campbell Cereal, Malt-O-Meal, 26 oz.	.26
Maltex, 22 oz.	.26
Post, Grape Nuts Wheat Meal, 16 oz.	.15
Pillsbury:	
Hominy Grits, 24 oz.	.03

EGGS

Bulk:	Per doz.
Large Grade C and assorted.	.46
Certified extra large Grade AA.	.54
Certified large Grade AA.	.52
Jumbo Grade A.	.55
Extra large Grade A.	.52
Large Grade A.	.50
Medium Grade A.	.45
Small Grade A.	.40
Large Grade B.	.47
Medium Grade B.	.43
Small Grade B.	.38
Large Grade C and assorted.	.44
Medium Grade C and assorted.	.39
Small Grade C and assorted.	.34
Carton:	
Certified extra large Grade AA.	.57
Certified large Grade AA.	.54
Jumbo Grade A.	.58
Extra large Grade A.	.54
Large Grade A.	.52
Medium Grade A.	.47
Small Grade A.	.43
Large Grade B.	.50
Medium Grade B.	.45
Small Grade B.	.40
Large Grade C and assorted.	.46
Medium Grade C and assorted.	.41
Small Grade C and assorted.	.36

POULTRY

Broilers and fryers:	
Live, under 4 lbs.	.39
Kosher killed and dressed, under 3½ lbs.	.44
Drawn, under 2½ lbs.	.59
Roasters:	
Live, 4 lbs and over.	.39
Kosher killed and dressed, 3½ lbs and over.	.44
Drawn, 2½ lbs and over.	.56
Fowl:	
Live, all weights.	.34
Kosher killed and dressed, all weights.	.39
Drawn, all weights.	.51

COMMUNITY CEILING PRICES—Continued

POULTRY—continued

Stags and old roosters:	
Live, all weights.	\$.23
Kosher killed and dressed, all weights.	.34
Drawn, all weights.	.44

SALAD & COOKING OILS

Mazola (glass), pt.	.33
Wesson, pt.	.33

FLUID WHOLE MILK

1 gal. container or multiples thereof.	.61
½ gal. glass or paper container.	.23
1 qt. glass or paper container.	.15
1 pt. glass or paper container.	.03
½ pt. glass or paper container.	.07

SHORTENING

Spry (glass), 3 lb.	.75
Spry (glass), 1 lb.	.27
Crisco (glass), 1 lb.	.27
Crisco (glass), 3 lb.	.75
Durkee (tin), 3 lb.	.70
Humko Co. Nu-Crust, 3 lb.	.69

(Pub. Laws 421 and 729, 77th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4031)

Issued this 8th day of May, 1943.

CLINTON M. FIERKE,
District Director,
Cleveland District.

[F. R. Doc. 43-7833; Filed, May 18, 1943; 3:17 p. m.]

[Cleveland Order 3 Under Gen. Order 51]

COMMUNITY CEILING PRICES FOR CANTON, OHIO

SECTION 1 *What this order does.* In accordance with the provisions of General Order No. 51, this order establishes in section 6, community "dollars and cents" ceiling prices for certain food items sold in class 1 retail stores located within the corporate limits of Canton, Ohio.

SEC. 2 *Application to other sellers.* No seller except a "retail route seller", may charge more than these community "dollars-and-cents" ceiling prices. Retail route sellers may continue to charge their present ceiling prices. The community ceiling prices shall be the only ceiling prices for such food items for "class 1 retail stores". All other sellers must continue to charge no more than any lower ceiling prices established by any other applicable price regulations.

SEC. 3 *Posting—(a) Selling prices.* All retail stores must post their ceiling prices for the food items listed below on the item at or near the place where such food item is offered for sale.

(b) *Ceiling prices.* All class 1 retail stores must post in a conspicuous place in the store, a list of the community ceiling prices for such food items, when such list is supplied by the Office of Price Administration. Other retailers must continue to post ceiling prices as required by any other applicable regulation fixing their ceiling prices.

(c) *Class of store.* All retail stores selling any of the food items listed below must post a sign reading "OPA-1", "OPA-2", "OPA-3", or "OPA-4", whichever applies, so that it can be clearly

seen by their customers. The definitions of classes of retailers shall be those contained in Maximum Price Regulations Nos. 233 and 268, as the same may be revised from time to time, but in any event all independent retail stores with annual gross sales of less than \$50,000.00, shall be considered class 1 retail stores.

SEC. 4 *Applicability of General Order No. 51.* This order is subject to all the provisions of General Order No. 51, which are hereby made a part of this order.

SEC. 5 *Effective date.* This order becomes effective on May 10, 1943.

SEC. 6 The community "dollars-and-cents" ceiling prices established. The following is a list of the food items and the community ceiling prices thereof:

COMMUNITY CEILING PRICES

BANANAS

Central American, 1 lb.	\$.13
Mexican, 1 lb.	.10

BUTTER

53 Score all brands:	
Parchment wrap, 1 lb.	.56
Cartons, 1 lb.	.56
Parchment wrap, ½ lb.	.23
Cartons, ½ lb.	.23
Prints: with or without cartons, ¼ lb.	.14

52 Score all brands:	
Parchment wrap, 1 lb.	.55
Cartons, 1 lb.	.55
Parchment wrap, ½ lb.	.23
Cartons, ½ lb.	.23
Prints: with or without cartons, ¼ lb.	.14

50 Score all brands:	
Parchment wrap, 1 lb.	.55
Cartons, 1 lb.	.55
Parchment wrap, ½ lb.	.23
Cartons, ½ lb.	.23
Prints: with or without cartons, ¼ lb.	.14

59 Score all brands:	
Parchment wrap, 1 lb.	.55
Cartons, 1 lb.	.55
Cartons, ½ lb.	.23
Parchment wrap, ½ lb.	.23
Prints: with or without cartons, ¼ lb.	.14

LARD

Pure lard, bulk or packaged, 1 lb.	.19
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CANNED MILK

Carnation, 6 oz.	.05
Carnation, 14½ oz.	.11
Fat, 6 oz.	.05
Fat, 14½ oz.	.11
Eorden (Silver Cow), 6 oz.	.05
Eorden (Silver Cow), 14½ oz.	.11
Windsor, 14½ oz.	.11
Windsor (Extreme), 14½ oz.	.11
Windsor (McLain), 14½ oz.	.11
Windsor (McLain), 6 oz.	.05
Windsor (I. G. A.), 14½ oz.	.11
Windsor (I. G. A.), 6 oz.	.05
Delfance Milk Company, 6 oz.	.05
Delfance Milk Company, 14½ oz.	.11
Delfance (Black and White), 6 oz.	.05
Delfance (Black and White), 14½ oz.	.11
Delfance (Edwards), 6 oz.	.05
Delfance (Edwards), 14½ oz.	.11
Delfance (Morning Glory), 6 oz.	.05
Delfance (Morning Glory), 14½ oz.	.11
Delfance (Racelle), 6 oz.	.05
Delfance (Racelle), 14½ oz.	.11
United Dairy, 14½ oz.	.11

CEREALS (GOLD)

Jerzee Cereal Company:	
Rico Puffs, 5½ oz.	.10
Corn Flakes, 11 oz.	.03

COMMUNITY CEILING PRICES—Continued

CEREALS (COLD)—Continued

Post:

Post Toasties, 6 oz.	\$.06
Post Toasties, 11 oz.	.10
Post Toasties, 18 oz.	.14
Grape Nut Flakes, 12 oz.	.16
Grape Nuts Flakes, 7 oz.	.11
Grape Nuts, 12 oz.	.16
Bran Flakes, 8 oz.	.11
Bran Flakes, 14 oz.	.16
Post Tens, 10's.	.26

Kellogg:

Corn Flakes, 6 oz.	.06
Corn Flakes, 11 oz.	.10
Corn Flakes, 18 oz.	.14
Bran Flakes, 8 oz.	.11
Bran Flakes, 14 oz.	.16
Krumbles, 9 oz.	.13
All Bran, 10 oz.	.14
All Bran, 16 oz.	.22
Rice Krispies, 5½ oz.	.14
Wheat Krispies, 8 oz.	.13
Shredded Wheat, 12 oz.	.12
Fep, 10 oz.	.14
Variety Package, 10's.	.26

Quaker:

Muffets, 8 oz.	.10
Wheat Crackels, 8 oz.	.09
Puffed Wheat Sparkies, 4 oz.	.11
Puffed Rice Sparkie, 4½ oz.	.13

Ralston:

Ry Krisp, 12 oz.	.23
Ry Krisp, 6 oz.	.14
Shredded Ralston, 12 oz.	.14

General Mills:

Corn Kix, 7 oz.	.14
Cheerlotts, 7 oz.	.14
Wheaties, 8 oz.	.13

N. B. C.:

Shreddies, 12 oz.	.14
Shredded Wheat, 12 oz.	.13
Ranger Joe, 6½ oz.	.12

Purity Mills:

Honey Munch, 6 oz.	.10
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Blue Ribbon Cereal Co.:

Popt Wheat, 4 oz.	.04
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Skinner Mfg. Co.:

Raisin Bran, 10 oz.	.13
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HOT CEREALS

Pillsbury:

Farina, 14 oz.	.08
Farina, 28 oz.	.16
Wheat Bran, 20 oz.	.17
Hominy Grits, 24 oz.	.09
Post Grape Nuts Wheat Meal, 16 oz.	.15

Quaker:

Pettijohn, 22 oz.	.20
Hominy Grits, 24 oz.	.09
Farina, 14 oz.	.08
Farina, 28 oz.	.18
Crystal Wedding Oats, 48 oz.	.24
Crystal Wedding Oats, 16 oz.	.11
Mothers Toy Oats, 32 oz.	.24
Carnival & China, 48 oz.	.33
Quick & Regular, 48 oz.	.26
Mothers Oats Quick & Regular, 20 oz.	.12
Ralston Regular, 24 oz.	.25
Cream of Wheat, 14 oz.	.15
Cream of Wheat, 28 oz.	.26
Wheatena, 11 oz.	.15
Wheatena, 22 oz.	.26
Maltex, 22 oz.	.26
Campbell Cereal Co. Malt-O-Meal, 26 oz.	.26
Little Crow Milling Coco Wheats, 24 oz.	.24

EGGS

Certified Extra Large Grade AA, carton.	Per doz. .57
Bulk.	.54
Certified Large Grade AA, carton.	.54
Bulk.	.52

COMMUNITY CEILING PRICES—Continued

EGGS—continued

Jumbo Grade A, carton.	Per doz. \$0.58
Bulk.	.55
Extra Large Grade A, carton.	.54
Bulk.	.52
Large Grade A, carton.	.52
Bulk.	.50
Medium grade A, carton.	.47
Bulk.	.45
Small Grade A, carton.	.43
Bulk.	.40
Large Grade B, carton.	.50
Bulk.	.47
Medium Grade B, carton.	.45
Bulk.	.43
Small Grade B, carton.	.40
Bulk.	.38
Large Grade C and assorted, carton.	.46
Bulk.	.44
Medium Grade C and assorted, carton.	.41
Bulk.	.39
Small Grade C and assorted, carton.	.36
Bulk.	.34

FLUID WHOLE MILK

One Gal. Container or multiples thereof, per gal.	.51
½ Gal. Glass or paper container.	.28
One Quart Glass or paper container.	.15
One Pint Glass or paper container.	.09
½ Pint Glass or paper container.	.07

POULTRY

Broilers and fryers:

Live, under 4 lbs.	.39
Kosher killed and dressed, under 3½ lbs.	.44
Drawn, under 2½ lbs.	.59

Roasters:

Live, 4 lbs. and over.	.39
Kosher killed and dressed, 3½ lbs. and over.	.44
Drawn, 2½ lbs. and over.	.56

Fowl:

Live, all weights.	.34
Kosher killed and dressed, all weights.	.39
Drawn, all weights.	.51

Stags and old roosters:

Live, all weights.	.29
Kosher killed and dressed, all weights.	.34
Drawn, all weights.	.44

SALAD OIL

Mazola, Glass, pint.	.36
Wesson, Glass, pint.	.33

SHORTENING

Crisco, Glass, 1 lb.	.26
Crisco, Glass, 3 lb.	.75
Spry, Glass, 1 lb.	.26
Spry, Glass, 3 lb.	.75
Durkess, Pasteboard, 3 lb.	.70

(Pub. Laws 421 and 729, 77th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 8th day of May 1943.

CLINTON M. FISKE,
District Director,
Cleveland District.

[F. R. Doc. 43-7854; Filed, May 18, 1943; 3:17 p. m.]

[Cleveland Order 4 Under Gen. Order 51]

COMMUNITY CEILING PRICES FOR YOUNGSTOWN, OHIO

SECTION 1 What this order does. In accordance with the provisions of Gen-

eral Order No. 51, this order establishes in section 6, community "dollars-and-cents" ceiling prices for certain food items sold in class 1 retail stores located within the corporate limits of Youngstown, Ohio.

SEC. 2 Application to other sellers. No seller except a "retail route seller", may charge more than these community "dollars-and-cents" ceiling prices. Retail route sellers may continue to charge their present ceiling prices. The community ceiling prices shall be the only ceiling prices for such food items for "class 1 retail stores". All other sellers must continue to charge no more than any lower ceiling prices established by any other applicable price regulations.

SEC. 3 Posting—(a) Selling prices. All retail stores must post their selling prices for the food items listed below on the item at or near the place where such food item is offered for sale.

(b) Ceiling prices. All class 1 retail stores must post in a conspicuous place in the store, a list of the community ceiling prices for such food items, when such list is supplied by the Office of Price Administration. Other retailers must continue to post ceiling prices as required by any other applicable regulation fixing their ceiling prices.

(c) Class of store. All retail stores selling any of the food items listed below must post a sign reading "OPA-1", "OPA-2", "OPA-3", or "OPA-4", whichever applies, so that it can be clearly seen by their customers. The definitions of classes of retailers shall be those contained in Maximum Price Regulations Nos. 238 and 268, as the same may be revised from time to time, but in any event all independent retail stores with annual gross sales of less than \$50,000.00, shall be considered class 1 retail stores.

SEC. 4 Applicability of General Order No. 51. This order is subject to all the provisions of General Order No. 51, which are hereby made a part of this order.

SEC. 5 Effective date. This order becomes effective on May 10, 1943.

SEC. 6 The community "dollars-and-cents" ceiling prices established. The following is a list of the food items and the community ceiling prices thereof:

COMMUNITY CEILING PRICES

BANANAS

Central American, 1 lb.	\$0.13
Mexican, 1 lb.	.10

BUTTER

93 score, all brands:	
Parchment wrapped, 1 lb.	.56
Cartons, 1 lb.	.57
Parchment wrapped, ½ lb.	.28
Cartons, ½ lb.	.29
Prints, without cartons, ¼ lb.	.14
Prints, with cartons, ¼ lb.	.15
92 score, all brands:	
Parchment wrapped, 1 lb.	.56
Cartons, 1 lb.	.56
Parchment wrapped, ½ lb.	.28
Cartons, ½ lb.	.28
Print, with or without cartons, ¼ lb.	.14

COMMUNITY CEILING PRICES—Continued

BUTTER—continued

80 score, all brands:	
Parchment wrapped, 1 lb.	\$.55
Cartons, 1 lb.	.58
Parchment wrapped, 1/2 lb.	.28
Cartons, 1/2 lb.	.28
Prints, with or without cartons,	
1/4 lb.	.14
89 score, all brands:	
Parchment wrapped, 1 lb.	.55
Cartons, 1 lb.	.55
Parchment wrapped, 1/2 lb.	.28
Cartons, 1/2 lb.	.28
Prints, with or without cartons,	
1/4 lb.	.14

LARD

Pure lard, bulk or packaged, 1 lb.	.19
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CANNED MILK (EVAPORATED)

Borden's:	
Silver Cow, 6 oz. pkg.	.05
Silver Cow, 14 1/2 oz. pkg.	.11
Carnation, 6 oz. pkg.	.05
Carnation, 14 1/2 oz. pkg.	.11
Defiance:	
Defiance Edwards, 6 oz. pkg.	.05
Defiance Edwards, 14 1/2 oz. pkg.	.11
Forget Me Not, 14 1/2 oz. pkg.	.11
Jerzee, 6 oz. pkg.	.05
Jerzee, 14 1/2 oz. pkg.	.11
Morning Glory, 14 1/2 oz. pkg.	.11
Nestle:	
Everyday, 6 oz. pkg.	.05
Everyday, 14 1/2 oz. pkg.	.11
Lion, 6 oz. pkg.	.05
Lion, 14 1/2 oz. pkg.	.11
Pet, 6 oz. pkg.	.05
Pet, 14 1/2 oz. pkg.	.11
Red Top, 14 1/2 oz. pkg.	.11
Wilson, 6 oz. pkg.	.05
Wilson, 14 1/2 oz. pkg.	.11
Windsor Milk Company, 6 oz. pkg.	.05
Windsor Milk Company, 14 1/2 oz. pkg.	.11

CEREALS (COLD)

Blue Ribbon Company, Puff Wheat,	
4 oz. pkg.	.04
General Mills:	
Cheerlotts, 7 oz. pkg.	.14
Wheaties, 8 oz. pkg.	.13
Jerzee Cereal Company:	
Corn Flakes, 11 oz. pkg.	.09
Rice Puffs, 5 1/2 oz. pkg.	.10
Kellogg:	
All Bran, 10 oz. pkg.	.14
All Bran, 16 oz. pkg.	.22
Bran Flakes, 8 oz. pkg.	.11
Bran Flakes, 14 oz. pkg.	.16
Corn Flakes, 6 oz. pkg.	.08
Corn Flakes, 11 oz. pkg.	.10
Corn Flakes, 18 oz. pkg.	.14
Krumbles, 9 oz. pkg.	.13
Pep, 10 oz. pkg.	.14
Rice Krispies, 5 1/2 oz. pkg.	.14
Wheat Krispies, 8 oz. pkg.	.13
Shredded Wheat, 12 oz. pkg.	.12
Variety Package, 11 1/2 oz. pkg.	.26
NBC:	
Shredded Wheat, 12 oz. pkg.	.13
Shreddies, 12 oz. pkg.	.14
Post:	
Bran Flakes, 8 oz. pkg.	.11
Bran Flakes, 14 oz. pkg.	.16
Grapenuts, 12 oz. pkg.	.16
Grapenuts, 7 oz. pkg.	.11
Post Toasties, 11 oz. pkg.	.10
Post Toasties, 6 oz. pkg.	.08
Post Toasties, 18 oz. pkg.	.14
Post Tens, 10's.	.26
Quaker:	
Crackels, 8 oz. pkg.	.09
Muffets, 8 oz. pkg.	.10
Puffed Wheat Sparkies, 4 oz. pkg.	.11
Puffed Rice Sparkies, 4 1/2 oz. pkg.	.13
Ralston:	
Ry Krisp, 12 oz. pkg.	.23
Ry Krisp, 6 oz. pkg.	.14
Shredded Ralston, 12 oz. pkg.	.14

COMMUNITY CEILING PRICES—Continued

CEREALS (COLD)—continued

Range Joe, 6 1/4 oz. pkg.	\$.13
Skinner Manufacturing, Raisin Bran,	
10 oz. pkg.	.13
CEREALS (HOT)	
Campbell Cereal, Malto-Meal, 20 oz.	
pkg.	.26
Cream of Wheat, 28 oz. pkg.	.26
Cream of Wheat, 14 oz. pkg.	.16
Edwards Rolled Oats, 20 oz. pkg.	.10
General Foods, Grapenuts Wheat Meal,	
16 oz. pkg.	.16
Little Crow, Coco Wheat, 24 oz. pkg.	.24
Maltex, 22 oz. pkg.	.26
Pillsbury:	
Farina, 14 oz. pkg.	.03
Farina, 28 oz. pkg.	.10
Quaker:	
Carnival Oats, 48 oz. pkg.	.33
Crystal Wedding, 1 lb. pkg.	.11
Crystal Wedding, 48 oz. pkg.	.24
Farina, 14 oz. pkg.	.03
Farina, 28 oz. pkg.	.18
Hominy Grits, 24 oz. pkg.	.03
Mother's Regular & Quick, 20 oz. pkg.	.12
Mother's Regular Oats, 48 oz. pkg.	.26
Mother's Toy, 3 lb. pkg.	.24
Pettijohn, 22 oz. pkg.	.20
Wheatena, 22 oz. pkg.	.26

EGGS

Grade AA:		Per dozen
Certified extra large,		
(bulk)	.54 (carton)	.57
Certified Large, (bulk)	.53 (carton)	.54
Grade A:		
Jumbo (bulk)	.59 (carton)	.53
Estra, Large (bulk)	.53 (carton)	.54
Large (bulk)	.59 (carton)	.52
Medium (bulk)	.45 (carton)	.47
Small (bulk)	.40 (carton)	.43
Grade B:		
Large (bulk)	.47 (carton)	.50
Medium (bulk)	.43 (carton)	.45
Small (bulk)	.38 (carton)	.40
Grade C:		
Large, a n d assorted		
(bulk)	.44 (carton)	.40
Medium, and assorted		
(bulk)	.39 (carton)	.41
Small, a n d assorted		
(bulk)	.34 (carton)	.37

SHORTENING

Crisco (Glass), 3 lb.	.75
Hunko Co. Sno Cream, 3 lb.	.63
Spry (Glass), 1 lb.	.26
Spry (Glass), 3 lb.	.75

POULTRY

Broilers and fryers:	
Live, under 4 lbs.	.39
Kosher killed and dressed, under 3 1/2	
lbs.	.44
Drawn, under 2 1/2 lbs.	.69
Roasters:	
Live, 4 lbs. and over.	.39
Kosher killed and dressed, 3 1/2 lbs.	
and over.	.44
Drawn, 2 1/2 lbs. and over.	.69
Fowl:	
Live, all weights.	.34
Kosher killed and dressed, all	
weights.	.39
Drawn, all weights.	.51
Stags and old roasters:	
Live, all weights.	.23
Kosher killed and dressed, all	
weights.	.34
Drawn, all weights.	.44

FLUID WHOLE MILK

1 gallon container or multiples, per	
gallon.	.50
1/2 gallon glass or paper container, per	
1/2 gallon.	.30
1 quart, glass or paper container, per	
quart.	.14 1/4

COMMUNITY CEILING PRICES—Continued

FLUID WHOLE MILK—continued

1 pint glass or paper container, per	
pint.	\$.03 1/2
1/2 pint glass or paper container, per	
1/2 pint.	.07

(Pub. Laws 421 and 729, 77th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 8th day of May 1943.

CLINTON M. FISKE,
District Director,
Cleveland District.

[F. R. Doc. 42-7835; Filed, May 18, 1943;
3:19 p. m.]

Region V.

[Oklahoma City Order 1 Under Gen. Order
51]

COMMUNITY CEILING PRICES FOR CERTAIN
DESIGNATED AREAS IN OKLAHOMA

SECTION 1 *What this order does.* In accordance with the provisions of General Order No. 51, this order establishes in section 6, community dollars and cents ceiling prices for certain food items sold in class 1 retail stores located in the following areas: Oklahoma, Canadian, and Cleveland Counties, Oklahoma.

SEC. 2 *Application to other sellers.* No seller except a "retail route seller", may charge more than these community dollars and cents ceiling prices. Retail route sellers may continue to charge their present ceiling prices. The community ceiling prices shall be the only ceiling prices for such food items for "class 1 retail stores". (A class 1 retail store is an independent retail establishment doing less than \$50,000 annual gross volume.) All other sellers must continue to charge no more than ceiling prices established by any other applicable price regulations.

SEC. 3 *Posting—(a) Selling prices.* All retail stores must post their selling prices for the food items listed below on the item or at or near the place where such food item is offered for sale.

(b) *Ceiling prices.* All class 1 retail stores must post in a conspicuous place in the store, a list of the community ceiling prices for such food items, when such list is supplied by the Office of Price Administration. Other retailers must continue to post ceiling prices as required by any other applicable regulation fixing their ceiling prices.

(c) *Class of store.* All retail stores selling any of the food items listed below must post a sign reading "OPA-1", "OPA-2", "OPA-3", or "OPA-4", whichever applies so that it can be clearly seen by their customers. The definitions of classes of retailers shall be those contained in Revised Maximum Price Regulations 238 and 268.

SEC. 4 *Applicability of General Order No. 51.* This order is subject to all the provisions of General Order No. 51, which are hereby made a part of this order.

SEC. 5 *Effective date.* This order becomes effective on May 10, 1943.

SEC. 6 *The community dollars and cents ceiling prices established.* The following is a list of the food items and the community ceiling prices thereof.

COMMUNITY CEILING PRICES

I. CEREALS, BREAKFAST

Corn Kix, 7 oz.....	\$0.14
Wheaties, 8 oz.....	.13
Cheerios, 7 oz.....	.14
Kellogg:	
Corn Flakes, 11 oz.....	.10
All Bran, 10 oz.....	.14
All Bran, 16 oz.....	.22
Rice Krispies, 5½ oz.....	.14
Shredded Wheat, 12 oz.....	.12
Wheat Krumbles, 9 oz.....	.13
40% Bran Flakes, 8 oz.....	.11
Varieties, Individuals, 10 pkgs. to carton.....	.26
Quaker Puffed Wheat, 4 oz.....	.11
Quaker Puffed Rice, 4½ oz.....	.13
Shredded Ralston, 12 oz.....	.14
Post Toasties, 11 oz.....	.10
Post Toasties, 18 oz.....	.14
Grape Nuts, 12 oz.....	.16
Grape Nuts Flakes, 7 oz.....	.11
Grape Nuts Flakes, 12 oz.....	.16
Post's 40% Bran Flakes, 8 oz.....	.11
Post's 40% Bran Flakes, 14 oz.....	.16
Post-Tens (Individuals, 10 pkgs. to carton).....	.26
Nabisco Shredded Wheat (regular's).....	.26
Heinz Rice Flakes, 8½ oz.....	.12
Skinner's Raisin Bran, 11 oz.....	.12
Cream of Wheat, regular and 5-minute, 28 oz.....	.26
Cream of Wheat, regular and 5-minute, 14 oz.....	.15
Pillsbury's Best Farina, 1¾ lb.....	.16
Pillsbury's Best Farina, 14 oz.....	.09
Mother's Oats with premium, 48 oz.....	.33
Crystal Wedding Oats, 20 oz.....	.11
Crystal Wedding Oats, 48 oz.....	.24
Quaker Oats, 48 oz.....	.26
Quaker Oats, 20 oz.....	.12
Quaker Hominy Grits, 24 oz.....	.09
Ralston Wheat Cereal, 24 oz.....	.25
Instant Ralston, 1 lb.....	.24
Malt-O-Meal, 26 oz.....	.26
Nat'l. 3-Minute Oats, 20 oz.....	.12
Nat'l. 3-Minute Oats, 48 oz.....	.25
Gerber's Dry Cereal, 8 oz.....	.14
Gerber's Dry Oatmeal, 8 oz.....	.15
Clapp's Dry Cereal, 8 oz.....	.15
Clapp's Dry Oatmeal, 8 oz.....	.14
Jersey Bran Flakes, 15 oz.....	.11
Jersey Corn Flakes, 11 oz.....	.09
O'So Good Bran Flakes, 15 oz.....	.10
O'So Good Corn Flakes, 11 oz.....	.08
Shurfine:	
Wheat Temptles, 8 oz.....	.07
Corn Flakes, 11 oz.....	.09
Bran Flakes, 14 oz.....	.12
Oats, Small.....	.11
Oats, Large.....	.22

II. COFFEE

Del Monte, glass, 1 lb.....	.38
Sanka, glass, 1 lb.....	.41
Kaffee Hag, glass, 1 lb.....	.40
Maxwell House, paper, 1 lb.....	.35
Maxwell House, glass, 1 lb.....	.38
Chase & Sanborn, paper, 1 lb.....	.34
Folger's, paper, 1 lb.....	.35
Folger's, glass, 1 lb.....	.38
Fleming's Vacuum Pack, 1 lb.....	.35
Griffin's Vacuum Sealed, bag, 1 lb.....	.35
Magnolia, paper, 1 lb.....	.34
Nash's, glass, 1 lb.....	.35
O'So Good Vactin, 1 lb.....	.30
Cain's, paper, 1 lb.....	.29

III. FISH, PROCESSED

Salmon, Pink:	
Whiteworth, 1 lb.....	.27
King Bird, 1 lb.....	.27
Pink Beauty, 1 lb.....	.27
Bell Lake, 1 lb.....	.27
Silvalaska, 1 lb.....	.28
QQ Pink, 1 lb.....	.27
Happy Vale, 1 lb.....	.29
Peter Pan, 1 lb.....	.27

COMMUNITY CEILING PRICES—Continued

III. FISH, PROCESSED—continued

Salmon, medium red:	
Cohoe's Courage, 1 lb.....	\$0.37
Cohoe's Red Bird, 1 lb.....	.40
Cohoe's Sweet Pea, 1 lb.....	.39
Salmon, red:	
Libby's, 1 lb.....	.50
Sea Kist, 1 lb.....	.49
Red Bay Red Sockeye, 1 lb.....	.49
Red Bay Red Sockeye, ½ lb.....	.33
Red-Beauty, 1 lb.....	.49
Salmon, chum:	
Golden Ray Chum, 1 lb.....	.26
Ark Chum, 1 lb.....	.26
Tomah Chum, 1 lb.....	.27
Miscellaneous:	
Alamo Tuna, ½ lb.....	.39
Breast of Chicken Tuna, ½ lb.....	.48

IV. FLOUR AND FLOUR MIXES

Swansdown, 2¾ lb.....	.32
Softasilk, 2¾ lb.....	.32
Snosheen, 2¾ lb.....	.31
I. G. A., 2¾ lb.....	.32
Bisquick, 20 oz.....	.21
Bisquick, 40 oz.....	.38
Dromodary Gingerbread Mix, 14 oz.....	.22
Duff's Gingerbread Mix, 14 oz.....	.24
Duff's Waffle Mix, 14 oz.....	.24
Aunt Jemima Pancake, 1¼ lb.....	.13
Aunt Jemima Pancake, 2½ lb.....	.24
Aunt Jemima Buckwheat, 1¼ lb.....	.15
Aunt Jemima Buckwheat, 2½ lb.....	.29
Pillsbury's Pancake, 1¼ lb.....	.13
Pillsbury's Pancake, 3½ lb.....	.24
Light Crust Pancake, 1¼ lb.....	.11

FAMILY FLOUR¹

V. GRAPEFRUIT JUICE

Belle Isle, #2.....	.16
Belle Isle, 46 oz.....	.35
Tex Delta, #2.....	.16
Tex Delta, 46 oz.....	.34
Bounty, 18 oz.....	.15
Bounty, 46 oz.....	.36
Val-Tex, 20 oz.....	.15
Val-Tex, 46 oz.....	.34
Tex-Sun, 46 oz.....	.35
Tex-Sun, #2.....	.15
Nu-Zest, #2.....	.16
Full-O-Sun, 46 oz.....	.36
Glen-Rae Pink, 46 oz.....	.36
Polar Bear, #2.....	.16
Polar Bear, 46 oz.....	.36
Bordo, #2.....	.15
Bordo, 46 oz.....	.34
Valley Rose, #2.....	.15
Valley Rose, 46 oz.....	.34
Sunny South, 18 oz.....	.15

VI. ORANGE JUICE

Treesweet, 12 oz.....	.15
Treesweet, 46 oz.....	.48

VII. FRUITS, DRIED AND DEHYDRATED

Prunes:	
Sunsweet, medium size, 1 lb.....	.18
Sunsweet, medium size, 2 lb.....	.33
Sunsweet, large size, 1 lb.....	.20
Sunsweet, large size, 2 lb.....	.37
Del Monte, medium size, 1 lb.....	.18
Del Monte, medium size, 2 lb.....	.34
I. G. A., large, 2 lb.....	.36
Raisins:	
Honeybunch Thompson's Seedless, 2 lb.....	.29
Honeybunch Thompson's Seedless, 4 lb.....	.57
True Sweet Thompson's Seedless, 2 lb.....	.29

¹ Flour generally is selling well below ceiling prices, consequently quotations are not given herein.

COMMUNITY CEILING PRICES—Continued

VII. FRUITS, DRIED AND DEHYDRATED—continued

Raisins—Continued.	
True Sweet Thompson's Seedless, 4 lb.....	\$0.57
Polar Bear Seedless (Cello pkg.), 2 lb.....	.31
Polar Bear Seedless (Cello pkg.), 4 lb.....	.62
Shurfine Thompson's Seedless, 15 oz.....	.15
Shurfine Muscat, 15 oz.....	.20
Golden Glow, 15 oz.....	.11

VIII. HONEY AND PEANUT BUTTER

Peanut Butter:	
Peter Pan, 32 oz. jar.....	.88
Peter Pan, 13 oz. jar.....	.40
Peter Pan, 4½ oz. jar.....	.15
Heinz, 9½ oz. jar.....	.29
Heinz, 1 lb. jar.....	.45
Pecan Valley, 8 oz. jar.....	.17
Pecan Valley, 16 oz. jar.....	.35
Pecan Valley, 24 oz. jar.....	.51
Pecan Valley, 32 oz. jar.....	.60
Polar Bear, 7 oz. jar.....	.17
Polar Bear, 12 oz. jar.....	.28
Polar Bear, 24 oz. jar.....	.51
Beechnut, 8 oz. jar.....	.26
Beechnut, 1 lb. jar.....	.44
Star, 16 oz. jar.....	.35
Star, 24 oz. jar.....	.51
Star, 32 oz. jar.....	.64
K. B., 6 oz. jar.....	.15
K. B., 1 lb. jar.....	.35
K. B., 24 oz. jar.....	.50
Nature's Best, 24 oz. jar.....	.48
Nature's Best, 1 lb. jar.....	.34
Nature's Best, 2 lb. jar.....	.62
Wholesome, 1 lb. jar.....	.43
Tastewell, 1 lb. jar.....	.34
Jumbo, 1 lb. jar.....	.36
Okla. Brand, 24 oz.....	.50
Honey:	
Cloverbloom, 1 lb. jar.....	.30
White Pony, 9 oz. jar.....	.21
Superior, 1 lb. jar.....	.60
Superior, 2 lb. jar.....	.60
Three Bee, 8 oz. jar.....	.20
Three Bee, 1 lb. jar.....	.37
Three Bee, 2 lb. tin.....	.60
Bradshaw, strained, 1 lb. jar.....	.34
Bradshaw, strained, 1 lb. tin.....	.34
Bradshaw, strained, 2½ lb. tin.....	.74
Bradshaw, strained, 5 lb. tin.....	1.40

IX. LARD, PURE

Swift's Silverleaf, 1 lb.....	.22
Wilson's Advance, 1 lb.....	.22
Wilson's Laurel, 1 lb.....	.20
Armour's, 2 lb.....	.41

X. MACARONI AND SPAGHETTI PRODUCTS

Macaroni:	
Skinner's, 7 oz.....	.10
American Beauty, 7 oz.....	.09
American Beauty, 16 oz.....	.16
Ozark, 6 oz.....	.05
Rainbow, 6 oz.....	.05
Four Star, 32 oz.....	.23
Griffin's, 6 oz.....	.05
Red Label, 6 oz.....	.05
Eatmore, 6 oz.....	.05
Volunteer, 8 oz.....	.09
Golden Meadow, 12 oz.....	.10
Puritani, 16 oz.....	.17
Quaker Milk, 8 oz.....	.10
K. C., 32 oz.....	.35
Tenderoni, Van Camp's, 6 oz.....	.10

XI. OILS, COOKING AND SALAD

Wesson Oil, pt.....	.33
Wesson Oil, qt.....	.63
Fluffo Oil, ½ gal.....	1.00
Fluffo Oil, 1 gal.....	1.90
Mazola Oil, pt.....	.33
Mazola Oil, qt.....	.63
Mazola Oil, gal.....	2.10
Pompilian Olive Oil, 1 oz.....	.10

COMMUNITY CEILING PRICES—Continued

XI. OILS, COOKING AND SALAD—continued

Pompeian Olive Oil, 3 oz.....	\$0.25
Pompeian Olive Oil, 8 oz.....	.55
Pompeian Olive Oil, 16 oz.....	1.00
Pompeian Olive Oil, 32 oz.....	2.00

XII. SHORTENING

Hydrogenated:	
Spry, 1 lb.....	.26
Spry, 3 lb.....	.75
Spry, 6 lb.....	1.49
Crisco, 1 lb.....	.26
Crisco, 3 lb.....	.75
Snowdrift, 3 lb.....	.73
Nu Crest, 1 lb.....	.26
Nu Crest, 3 lb.....	.69
Shurfine, 3 lb.....	.69

Other:	
Jewel, 1 lb.....	.21
Jewel, 4 lb.....	.83
Sanco, 1 lb.....	.21
Sanco, 4 lb.....	.83
Vegetole, 1 lb.....	.21
Vegetole, 3 lb.....	.63
Vegetole, 4 lb.....	.83
Domino, 1 lb.....	.21
Domino, 4 lb.....	.83
Advance, 1 lb.....	.21
Advance, 4 lb.....	.83
Flakewhite, 1 lb.....	.21
Flakewhite, 4 lb.....	.83
Fluffo, 1 lb.....	.21
Fluffo, 3 lb.....	.63
Fluffo, 4 lb.....	.83
Scoco, 1 lb.....	.21
Scoco, 4 lb.....	.83
Kneedit, 1 lb.....	.21
Kneedit, 4 lb.....	.83
Crustene, 1 lb.....	.21
Crustene, 4 lb.....	.83
Blue Plate, 1 lb.....	.21
Blue Plate, 4 lb.....	.83
Mrs. Tucker's, 1 lb.....	.21
Mrs. Tucker's, 3 lb.....	.63
Mrs. Tucker's, 4 lb.....	.83
Hydora, 1 lb.....	.21
Hydora, 4 lb.....	.83
Humko, 1 lb.....	.21
Humko, 4 lb.....	.83

XIII. SUGAR

Cane, 10 lb.....	.75
Cane, 5 lb.....	.38
Cane, 2 lb.....	.15
Cane, 1 lb.....	.08
Beet, 10 lb.....	.74
Beet, 5 lb.....	.37
Beet, 2 lb.....	.15
Beet, 1 lb.....	.08
C. & H., confectioners powdered, 1 lb.....	.09
C. & H., brown, 1 lb.....	.09

XIV. SYRUPS

Br'er Rabbit:	
Blue Label, 11 oz.....	.14
Blue Label, 25 oz.....	.27
Red Label, 12 oz.....	.11
Red Label, 25 oz.....	.21
Red Label, 5 lb.....	.40
Gold Label, 12 oz.....	.20
Gold Label, 25 oz.....	.38
Green Label, 12 oz.....	.17
Green Label, 24 oz.....	.32
Old Time, pure ribbon cane, 5 lb.....	.42
Old Time, pure ribbon cane, 10 lb.....	.78
Bulliard's, pure ribbon cane, 5 lb.....	.40
Bulliard's, pure ribbon cane, 10 lb.....	.79
Karo:	
Red Label, 1½ lb.....	.18
Red Label, 5 lb.....	.45
Red Label, 10 lb.....	.82
Blue Label, 1½ lb.....	.17
Blue Label, 5 lb.....	.43
Blue Label, 10 lb.....	.79
Log Cabin, cane and maple, 12 oz.....	.21
Vermont Maid, cane and maple, 12 oz. glass.....	.21

COMMUNITY CEILING PRICES—Continued

XIV. SYRUPS—continued

Nu Crest White, 53 oz.....	\$0.43
Nu Crest White, 10 lb.....	.73
Nu Crest Golden, 1½ lb.....	.15
Nu Crest Golden, 5 lb.....	.40
Griffin's Crystal White, 5 lb.....	.41
Griffin's Golden, 5 lb.....	.33
Pennant, Blue Label, 5 lb.....	.41
Shurfine, White, 10 lb.....	.73
Shurfine, Golden, 10 lb.....	.76
Waffle syrups:	
Staley's, 1½ lb.....	.18
Staley's, 5 lb.....	.47
Griffin's, 5 lb.....	.46
Pennant, 5 lb.....	.44
Nu Crest, 5 lb.....	.45
Nu Crest, 10 lb.....	.82
Shurfine, 10 lb.....	.85

XV. EVAPORATED MILK

Pet, tall.....	.11
Pet, small.....	.05
Carnation, tall.....	.11
Carnation, small.....	.05
Silver Cow, tall.....	.11
Silver Cow, small.....	.05
Carolene, tall.....	.09
Moon Rose, tall.....	.11
Moon Rose, small.....	.05
Marshall, tall.....	.11
Marshall, small.....	.05
Millnot Filler, tall.....	.03

XVI. CONDENSED MILK

Eagle, 15 oz.....	.22
Dime, 15 oz.....	.14

XVII. BUTTER

	Per lb.
Townley Dairy, quarters.....	.55
Townley Dairy, rolls.....	.54
Borden's Morning Glory, quarters.....	.55
Borden's Morning Glory, rolls.....	.54
Steffen's Blue Ribbon, quarters.....	.55
Steffen's Blue Ribbon, rolls.....	.54
Sterling Meadow Gold, quarters.....	.55
Sterling Meadow Gold, rolls.....	.54
Beatrice Meadow Gold, quarters.....	.55
Beatrice Meadow Gold, rolls.....	.54
O. K. Quarters, quarters.....	.55
O. K. Quarters, rolls.....	.54
Farimont's Better Butter, quarters.....	.55
Farimont's Better Butter, rolls.....	.54
Golden Dew (82 score), quarters.....	.55
Golden Dew (82 score), rolls.....	.55

XVIII. BREAD

Bond:	
White, 18½ oz.....	.10
Cracked wheat, 18 oz.....	.10
Vita D, 18 oz.....	.10
Half & Half, 18 oz.....	.10
Butter-Krust:	
Vita B white, 18 oz.....	.10
Whole wheat plain, 17 oz.....	.10
Whole wheat sesame, 17 oz.....	.10
Rye, 16 oz.....	.10
Club sandwich loaf, 18 oz.....	.10
Raisin.....	.15
Colonial:	
White, 17½ oz.....	.10
Whole wheat, 17½ oz.....	.10
Cracked wheat, 17½ oz.....	.10
Rye, 16 oz.....	.10
Club sandwich, 16 oz.....	.10
Half & half.....	.10
Wonder:	
White, 16 oz.....	.10
Whole wheat, 16 oz.....	.10
Staff: Whole wheat, 16 oz.....	.10

XIX. KRAFT CHEESE

American, 2 lb., per lb.....	.43
American, 1 lb.....	.44
American, ½ lb.....	.23
American, ¼ lb.....	.12
Pimento, 2 lb., per lb.....	.49
Pimento, 1 lb.....	.54

COMMUNITY CEILING PRICES—Continued

XX. KRAFT CHEESE—continued

Pimento, ½ lb.....	\$0.29
Pimento, ¼ lb.....	.14
Swiss, 2 lb., per lb.....	.40
Swiss, 1 lb.....	.54
Swiss, ½ lb.....	.29
Swiss, ¼ lb.....	.14
Brick, 2 lb., per lb.....	.39
Brick, 1 lb.....	.54
Brick, ½ lb.....	.29
Brick, ¼ lb.....	.14
Velveta, 2 lb., per lb.....	.39
Velveta, ½ lb.....	.29
Velveta, ¼ lb.....	.14
Velveta Pimento, 2 lb., per lb.....	.39
Velveta Pimento, ½ lb.....	.29
Velveta Pimento, ¼ lb.....	.14
Old English, 2 lb., per lb.....	.46
Old English, ½ lb.....	.35
Limberger, ½ lb.....	.39

XX. POULTRY

Broilers and fryers under 4 lbs., live.....	.37
Broilers and fryers under 4 lbs., dressed.....	.42
Broilers and fryers under 4 lbs., drawn.....	.57
Roasters over 4 lbs., live.....	.37
Roasters over 4 lbs., dressed.....	.42
Roasters over 4 lbs., drawn.....	.55
Hens, fowl, all weights:	
Live.....	.33
Dressed.....	.38
Drawn.....	.50
Roasters and stags, all weights:	
Live.....	.23
Dressed.....	.32
Drawn.....	.42

XXI. EGGS²

	Per doz.
"A" extra large, in cartons.....	.52
"A" large, in cartons.....	.50
"A" medium, in cartons.....	.45
"B" large, in cartons.....	.47
"B" medium, in cartons.....	.43
Country assorted or "C" large, in cartons.....	.45
"C" medium, in cartons.....	.39

XXII. MILK³

The maximum prices for fluid milk for human consumption, which meet the minimum requirements of the community in which it is sold in both retail stores and by route sellers within the city limits of Oklahoma City, Nichols Hills, Norman, and El Reno, are as follows:

	Per qt.
Oklahoma City.....	.15
Nichols Hills.....	.15
Norman.....	.15
El Reno.....	.14
All other areas in Oklahoma, Canadian, and Cleveland Counties.....	.13

XXIII. BANANAS

Mexican bananas, best grade, 1 lb.....	.10½
South American bananas, best grade, 1 lb.....	.14½

(Pub. Laws 421 and 729, 77th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4631)

Issued this 8th day of May 1943.

REX A. HAYES,
District Director,
Oklahoma City District.

[F. R. Dec. 43-7833; Filed, May 18, 1943; 3:19 p. m.]

²For eggs sold in bulk, two (2) cents per dozen must be deducted from the above prices.

³Certain premium milk may qualify for one cent (1¢) per quart higher price.

Region VI.

[Amdt. 1 to Rockford Order 1 Under Gen. Order 51]

COMMUNITY CEILING PRICES FOR CERTAIN AREAS WITHIN WINNEBAGO COUNTY, ILL.

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in me by the Regional Administrator pursuant to paragraph (a) of General Order No. 51, it is hereby ordered that Rockford District Order No. 1 issued May 8 be and it is hereby amended as follows:

1. Section 6 is hereby amended as follows:

GROCERIES

2. Coffee

Chase & Sanborn, 1 lb. package..... \$0.33
Chase & Sanborn, 2 lb. package..... .66

3. Processed Fish

Shrimp, Hi-Grade, Jumbo, 7 1/4 oz.... .40
Shrimp, Dunbar, Jumbo, 7 1/4 oz.... .40

11. Peanut Butter

Echo, 16 oz..... .36
Peppy Boy, 5 oz..... .16

12. Macaroni, Spaghetti, Noodles

Red Cross, 1 lb..... .13

14. Breakfast Cereals

Rice Krispies, Kelloggs, regular size... .14

DAIRY PRODUCTS

1. Packaged Cheese

Fabst-ett (American and pimento), 6 1/2 oz..... .22

2. Section 6 is hereby amended as follows, by adding:

GROCERIES

11. Peanut Butter

Peppy Boy, 12 oz..... \$0.34

3. Section 6 is hereby amended as follows, by deleting:

GROCERIES

14. Breakfast Cereals

Rice Krispies, Kelloggs, large size..... \$0.14

4. This amendment shall become effective Friday, May 14, 1943.

(Pub. Laws 421 and 729, 77th Cong.; E.O. 9250, 7 F. R. 7871; E. O. 9328, 8 F. R. 4681)

Issued this 13th day of May 1943.

A. B. CULHANE,
District Director,
Rockford District.

[F. R. Doc. 43-7861; Filed, May 18, 1943; 3:17 p. m.]

[Chicago Metropolitan Order 1 Under Gen. Order 51]

COMMUNITY CEILING PRICES FOR CHICAGO, ILL.

SECTION 1 *What this order does.* In accordance with the provisions of General Order No. 51, this order establishes in section 6 community (dollars-and-cents) ceiling prices for certain food items sold in class 1 retail stores located in the following areas:

The area included within the city limits of the City of Chicago, Illinois, with respect to all such food items with the exception of fluid milk items; with respect to fluid milk items, the area within the county limits of DuPage County, Illinois, the area within the township limits of Deerfield and West Deerfield Townships of Lake County, Illinois, and the area within the county limits of Cook County, Illinois, with the exception of Hanover Township.

SEC. 2 *Application to other sellers.* No seller except a "retail route seller" may charge more than these community (dollars-and-cents) ceiling prices. Retail route sellers may continue to charge their present ceiling prices. The community ceiling prices shall be the only ceiling prices for such food items for "class 1 retail stores." All other sellers must continue to charge no more than any lower ceiling prices established by any other applicable price regulations.

SEC. 3 *Posting—(a) Selling prices.* All retail stores must post their selling prices for the food items listed below on the item or at or near the place where such food item is offered for sale.

(b) *Ceiling prices.* All class 1 retail stores must post in a conspicuous place in the store a list of the community ceiling prices for such food items, when such list is supplied by the Office of Price Administration. Other retailers must continue to post ceiling prices as required by any other applicable regulation fixing their ceiling prices.

(c) *Class of store.* All retail stores selling any of the food items listed below must post a sign reading "OPA-1", "OPA-2", "OPA-3", or "OPA-4", whichever applies, so that it can be clearly seen by their customers. The definitions of classes of retailers shall be those contained in Revised Maximum Price Regulation Nos. 238 and 268.

SEC. 4 *Applicability of General Order No. 51.* This order is subject to all the provisions of General Order No. 51, which are hereby made a part of this order.

SEC. 5 *Effective date.* This order becomes effective on May 10, 1943.

SEC. 6 *The community ceiling prices established.* The following is a list of the food items and the community ceiling prices thereof:

COMMUNITY CEILING PRICES

BUTTER

93 score, 1 lb., parchment wrapped... \$0.56
93 score, 1 lb., carton (whole)..... .56
93 score, 1 lb., tub or bulk..... .55
93 score, 1 lb., carton (quartered).... .56
93 score, 1/4 lb., parchment wrapped pkg..... .14
90-92 score, 1 lb., parchment wrapped... .55
90-92 score, 1 lb., carton (whole)..... .55
90-92 score, 1 lb., carton (quartered)... .55
90-92 score, 1 lb., tub or bulk..... .54
90-92 score, 1/4 lb., parchment wrapped pkg..... .14
89 score, 1 lb., parchment wrapped..... .54
89 score, 1 lb., carton (whole)..... .55
89 score, 1 lb., carton (quartered).... .55
89 score, 1 lb., tub or bulk..... .53
89 score, 1/4 lb., parchment wrapped pkg..... .14

CHEESE—PASTEURIZED OR PROCESSED

American, 1/2 lb. pkg..... .12
American, 1/2 lb. pkg..... .22

COMMUNITY CEILING PRICES—Continued

CHEESE—PASTEURIZED OR PROCESSED—CON.

American, 1 lb. pkg..... \$0.45
American, 2 lb. loaf, per lb..... .42
American, 5 lb. loaf, per lb..... .40
Cream, 3 oz. pkg., 2 for 25..... .13
Cream, 8 oz. pkg..... .27
Fabst-ett Cheese Food, 6 1/2 oz. pkg., standard or pimento, ea..... .32
Brick, 1/4 lb. pkg..... .14
Pimento, 1/4 lb. pkg..... .14
Limburger, 1/4 lb. pkg..... .14
Swiss, 1/4 lb. pkg..... .14
Chateau Plain Cheese Food, 1/4 lb. pkg.. .14
Chateau Pimento Cheese Food, 1/4 lb. pkg..... .14
Velveeta Cheese Food, 1/4 lb. pkg..... .14
Brick, 1/2 lb. pkg..... .22
Pimento, 1/2 lb. pkg..... .22
Limburger, 1/2 lb. pkg..... .22
Swiss, 1/2 lb. pkg..... .22
Velveeta Cheese Food, 1/2 lb. pkg..... .22
Pimento Velveeta Cheese Food, 1/2 lb. pkg..... .22
Chateau Plain Cheese Food, 1/2 lb. pkg.. .22
Chateau Pimento Cheese Food, 1/2 lb. pkg..... .22
Brick, 1 lb. pkg..... .45
Swiss, 1 lb. pkg..... .45
Pimento, 1 lb. pkg..... .45
Relish Cream Spread, 5 oz. glass..... .20
Pimento Cream Spread, 5 oz. glass..... .20
Olive Pimento Cream Spread, 5 oz. glass..... .20
Pineapple Cream Spread, 5 oz. glass... .20
Limburger, 5 oz. glass..... .20
Blue Cheese Cream Spread, 5 oz. glass.. .24
Roka Cream Spread, 5 oz. glass..... .24
Roquefort Type Cream Spread, 5 oz. glass..... .24
Old English Cream Spread, 5 oz. glass.. .24
Nippy, 5 oz. glass..... .24
Olde York, 5 oz. glass..... .24
Blue Moon Bavarian Spread, 4 oz. pkg., 2 for 35, ea..... .18
Blue Moon Smokey Spread, 4 oz. pkg., 2 for 35, ea..... .18
Blue Moon Blue Cheese Spread, 4 oz. pkg., ea..... .23
Blue Moon American Spread, 4 oz. pkg., 2 for 35, ea..... .18
Blue Moon Pimento Spread, 4 oz. pkg., 2 for 35, ea..... .18
Borden's Wej-Cuts Plain Cream, 6 oz. pkg., ea..... .22
Borden's Wej-Cuts Pimento Cream, 6 oz. pkg., ea..... .22
Borden's Wej-Cuts Relish Cream, 6 oz. pkg., ea..... .22
Borden's Wej-Cuts Chive Cream, 6 oz. pkg., ea..... .22
American Cheese Food Spread, 5 oz. glass, 2 for 37, ea..... .19
Pimento Cheese Food Spread, 5 oz. glass, 2 for 37, ea..... .19
Old English, 1/2 lb. pkg., ea..... .26

EGGS (CANDLED)

Grade A, large..... 50 1/2
Grade A, medium..... 46
Grade A, small..... 41 1/2
Grade B, large..... 48 1/2
Grade B, medium..... 44
Grade B, small..... 39

FLUID MILK

Standard milk and buttermilk delivered to home by dairies:
1 gallon in glass or paper..... .62
1/2 gallon in glass or paper..... .33
1 quart in glass or paper..... 16 1/2
Homogenized, vitamin D, or homogenized vitamin D, delivered to home by dairies:
1 gallon in glass or paper..... .66
1/2 gallon in glass or paper..... .34
1 quart in glass or paper..... 17 1/2

COMMUNITY CEILING PRICES—Continued

FLUID MILK—continued

Standard milk and buttermilk sold out of store:	
1 gallon in glass or paper	\$.52
1/2 gallon in glass or paper	.27
1 quart in glass or paper	.14 1/2
1 pint in glass or paper	.10 1/2
Homogenized, vitamin D, or homogenized vitamin D sold out of store:	
1 gallon in glass or paper	.56
1/2 gallon in glass or paper	.29
1 quart in glass or paper	.15 1/2
1 pint in glass or paper	.11

BREAD

White:	Loaf	
Wonder, 3/4 lb.		.06
Butternut, 3/4 lb.		.06
Tip Top, 3/4 lb.		.06
Golden Grain, 3/4 lb.		.06
Silver Cup, 3/4 lb.		.06
Marvel, 1 lb.		.07
Old Settler, 1 lb.		.10
Wonder, 1 1/4 lb.		.10
Butternut, 1 1/4 lb.		.10
Mai Roe, 1 1/4 lb.		.10
Tip Top, 1 1/4 lb.		.10
Jumbo White, 1 1/4 lb., 2 for 17¢		.09
Clock Thron, 1 1/4 lb., 2 for 17¢		.09
Silver Cup, 1 1/4 lb.		.10
Butternut, 1 1/2 lb.		.12
Marvel, 1 1/2 lb., 2 for 19¢		.10
Silver Cup, 1 1/2 lb.		.12
Whole wheat:		
Wonder, 1 lb.		.10
Honey Wheat, 1 lb.		.10
Mai Roe, 1 lb.		.10
Tip Top, 1 lb.		.10
Marvel, 1 lb.		.08
Old Settler, 1 lb.		.10
National, 3/4 lb.		.09
Clock, 1 lb.		.08
Silver Cup, 1 lb.		.10
Rye:		
Wonder, 1 lb.		.10
Dixie, 1 lb.		.10
Russian, 1 lb.		.10
Mai Roe, 1 lb.		.10
Romany, 1 lb.		.10
Old Fashioned, 1 lb., 2 for 15¢		.08
Old Settler, 1 lb.		.10
National, 1 lb.		.09
Silver Cup, 1 lb.		.10
Clock, 1 1/2 lb.		.10

BREAKFAST CEREALS

Cheerios, 7 oz. pkg., 2 for	.27
Corn Kix, 7 oz. pkg., 2 for	.27
Country Club:	
Corn Flakes, 11 oz. pkg., 2 for	.15
Bran Flakes, 15 oz. pkg.	.11
Rice Dublets, 5 1/2 oz. pkg.	.10
Oats, 20 oz. pkg.	.09
Oats, 48 oz. pkg.	.20
Cream of Wheat, 14 oz. pkg.	.15
Cream of Wheat, 28 oz. pkg.	.26
Fort Dearborn:	
Farina, 28 oz. pkg.	.14
Wheat Flakes, 8 oz. pkg.	.08
Corn Flakes, 11 oz. pkg., 2 for	.15
Wheat Puffs (cello), 4 oz. pkg.	.05
Wheat Puffs (cello), 8 oz. pkg.	.07
Rice Puffs (cello), 4 oz. pkg., 2 for	.11
Rice Puffs (cello), 7 oz. pkg.	.09
Quick, 20 oz. pkg.	.09
Quick, 58 oz. pkg.	.19
Regular, 48 oz. pkg.	.19
Kellogg:	
All Bran, small, 2 for	.27
All Bran, large, 2 for	.43
Bran Flakes, small	.11
Bran Flakes, large	.15
Corn Flakes, small	.06
Corn Flakes, large	.10
Krumbles, 24 oz. pkg., 2 for	.25
Pep, 24 oz. pkg.	.11
Rice Krispies, 5 1/2 oz. pkg., 2 for	.27
Shredded Wheat, 12 oz. pkg.	.12
Wheat Krispies, 8 1/2 oz. pkg., 2 for	.25

COMMUNITY CEILING PRICES—Continued

BREAKFAST CEREALS—continued

National Shredded Wheat, 12 oz. pkg.	\$.13
Pillsbury's Farina, 14 oz. pkg., 2 for	.17
Post's:	
Bran Flakes, large	.16
Bran Flakes, small	.11
Grape Nuts, large, 3 for	.31
Grape Nuts, small	.11
Grape Nut Flakes, large, 3 for	.31
Grape Nut Flakes, small	.11
Toasties, small	.06
Toasties, large	.10
Quaker:	
Farina, 14 oz. pkg., 2 for	.17
Hominy Grits, 24 oz. pkg.	.63
Oats, small	.12
Oats, large	.26
Pettijohns, 10 oz. pkg.	.10
Rice Sparkies, 4 1/2 oz. pkg., 2 for	.25
Scotch Barley, 16 oz. pkg., 2 for	.19
Wheat Sparkies, 4 oz. pkg.	.11
Corn Meal, 24 oz. pkg.	.69
Ralston's:	
Instant Cereal, 16 oz. pkg.	.24
Rye Krisp, 7 1/4 oz. pkg.	.10
Rye Krisp, 12 oz. pkg.	.23
Wheat Cereal, large	.24
Shredded Ralston's, 12 oz. pkg., 2 for	.27
Sunnyfield:	
Corn Flakes, 8 oz. pkg.	.05
Corn Flakes, 11 oz. pkg., 2 for	.15
Bran Flakes, 15 oz. pkg.	.10
Wheat Flakes, 8 oz. pkg.	.09
Rice Gems, 5 1/2 oz. pkg.	.10
Wheat Puffs, 4 oz. pkg.	.05
Rice Puffs, 4 1/2 oz. pkg.	.06
Wheat Puffs, 8 1/2 oz. pkg.	.09
Rice Puffs, 8 oz. pkg.	.10
Oats, 48 oz. pkg.	.19
Oats, 20 oz. pkg.	.03
Wheaties, 8 oz. pkg., 2 for	.25
Wheatena, 11 oz. pkg.	.15
Wheatena, 18 oz. pkg.	.26

CANNED FISH

Salmon:	
Alaska Sockeye, No. 1 tall	.49
Alaska Sockeye, No. 1 flat	.53
Alaska Sockeye, No. 1 1/2 flat	.36
Chum, No. 1 tall	.26
Chum, No. 1 1/2 flat	.18
Coho, No. 1 tall	.39
Coho, No. 1 1/2 flat	.26
Fancy Royal Chinook, No. 1 tall	.62
Fancy Columbia River Chinook, No. 1 flat	.73
Fancy Columbia River Chinook, No. 1 1/2 flat	.42
Fancy Columbia River Chinook, No. 1 flat	.31
Pink, No. 1 tall	.27
Pink, No. 1 1/2 flat	.19
Puget Sound Sockeye, No. 1 tall	.69
Puget Sound Sockeye, No. 1 flat	.62
Puget Sound Sockeye, No. 1 1/2 flat	.37
Red Alaska, No. 1 tall	.49
Red Alaska, No. 1 flat	.49
Red Alaska, No. 1 1/2 flat	.33
Cold Stream, pink, No. 1 flat	.14
Cold Stream, pink, No. 1 1/2 flat	.14
Perfect Strike Chum, No. 1 tall	.29
Some Strike med. red, No. 1 flat	.22
Some Strike med. red, No. 1 tall	.30
Sunnybrook red, No. 1 flat	.23
Sunnybrook red, No. 1 tall	.39
Shrimp:	
Jumbo wet, 7 oz. can	.33
Large wet, 7 oz. can	.33
Medium wet, 7 oz. can	.36
Small wet, 7 oz. can	.35
Tuna fish:	
Fancy white meat, No. 1 can	.83
Fancy white meat, No. 1 1/2 can	.52
Fancy white meat, No. 1 3/4 can	.23
Standard white meat, No. 1 can	.87

* This price applies only to class 3 stores. Class 4 stores handling this item are held to any lower ceiling price required by any applicable regulation.

COMMUNITY CEILING PRICES—Continued

CANNED FISH—continued

Tuna fish—Continued:	
Standard white meat, No. 1 1/2 can	\$.45
Standard white meat, No. 1 3/4 can	.23
Grated white meat, No. 1 can	.83
Grated white meat, No. 1 1/2 can	.42
Flake white meat, No. 1 can	.83
Flake white meat, No. 1 1/2 can	.42
Fancy light meat, No. 1 can	.75
Fancy light meat, No. 1 1/2 can	.53
Fancy light meat, No. 1 3/4 can	.23
Standard light meat, No. 1 can	.63
Standard light meat, No. 1 1/2 can	.33
Standard light meat, No. 1 3/4 can	.21
Grated light meat, No. 1 can	.64
Grated light meat, No. 1 1/2 can	.34
Flake light meat, No. 1 can	.62
Flake light meat, No. 1 1/2 can	.33
Esmita fish:	
Standard, No. 1 can	.56
Standard, No. 1 1/2 can	.23
Flake, No. 1 can	.49
Flake, No. 1 1/2 can	.26
Yellow tail fish:	
Standard, No. 1 can	.52
Standard, No. 1 1/2 can	.23
Flake, No. 1 can	.46
Flake, No. 1 1/2 can	.25

CITRUS FRUITS AND JUICES

Grapefruit juice:	
Blue Brook, 46 oz. can	.23
Cherry Valley, #2 can	.13
Cherry Valley, 46 oz. can	.29
Country Club, #2 can	.12
Country Club, #2 can, 2 for	.25
Country Club, 46 oz. can	.23
Dromedary fancy, #2 can	.15
Fancy Unsweetened, #2 can	.16
Fancy Unsweetened, 46 oz. can	.35
Mary Dunbar, #2 can	.13
Mary Dunbar, 46 oz. can	.30
Richieu blended orange & grapefruit juice, #2 can, 2 for	.35
Savoy orange & grapefruit segments, #2 can, 2 for	.37
Orange juice:	
Savoy, #2 can, 2 for	.37
Savoy, 46 oz. can	.49

COFFEES

	Per lb.
American Home, bag	.22
Blue Jewel, bag	.21
Esbar, bag	.26
Chace & Sanborn, bag	.34
Country Club, pkg.	.27
Del Monte, can or glass	.36
Eight O'Clock, bag	.21
French, pkg.	.25
Hills Bros., can or glass	.35
Kaffee Hag, can or glass	.49
Manor House, can or glass	.36
Maxwell House, can or glass	.36
Maxwell House, bag	.34
Monarch, pkg.	.32
National DeLuxe, jar	.39
National DeLuxe, bag	.27
Our Breakfast, bag	.21
Red Circle, bag	.22
Royal Jewel, bag	.27
Sanka, can or glass	.41
Savoy, can or glass	.36
Security, bag	.23
Spotlight, pkg.	.21
Webb's, can or glass	.34

COOKING AND SALAD OILS

Ann Page salad oil, 8 oz.*	.18
Ann Page salad oil, 1 pt.*	.27
Ann Page salad oil, 1 qt.*	.49
Mazola, 1 pt.	.35
Mazola, 1 qt.	.66
Wesson, 1 pt.	.33
Wesson, 1 qt.	.64

* This price applies only to class 3 stores. Class 4 stores handling this item are held to any lower ceiling price required by any applicable regulation.

COMMUNITY CEILING PRICES—Continued

DRIED FRUITS

Prunes, 1 lb. pkg.:	
Del Monte, large.....	\$0.19
Richelleu, large.....	.19
Richelleu, extra large.....	.20
Savoy, large.....	.19
Savoy, extra large.....	.20
Security, large.....	.19
Sun Sweet, large.....	.19
Sun Sweet, extra large.....	.20
Raisins, 15 oz. pkg.:	
Country Club Thompson seedless.....	.12
Country Club Seeded.....	.14
Del Monte Thompson seedless, 2 for.....	.29
Plump and Meaty seedless, 2 for.....	.29
Richelleu Thompson seedless.....	.14
Savoy Thompson seedless.....	.15
Security Thompson seedless.....	.15

FLOUR AND FLOUR MIXES

Aunt Jemima:	
Buckwheat flour, 20 oz. pkg.....	.15
Buckwheat flour, 3½ lb. pkg.....	.35
Pancake flour, 20 oz. pkg.....	.13
Pancake flour, 3½ lb. pkg.....	.32
Bisquick biscuit mix, 20 oz. pkg.....	.21
Bisquick biscuit mix, 40 oz. pkg.....	.38
Country Club:	
Cake flour, 44 oz. pkg.....	.21
Pancake flour, 20 oz. pkg.....	.08
Pancake flour, 5 lb. pkg.....	.22
Flako pie crust mix, 8 oz. pkg.....	.15
Golden Soy griddle cake mix, 20 oz. pkg.....	.20
Hazel:	
Buckwheat flour, 1¼ lb. pkg.....	.07
Buckwheat flour, 4 lb. pkg.....	.20
Cake flour, 2¼ lb. pkg.....	.19
Pancake flour, 1¼ lb. pkg.....	.06
Pancake flour, 4 lb. pkg.....	.16
Monarch cake flour, 44 oz. pkg.....	.26
Pillsbury, buckwheat flour, 20 oz. pkg.....	.14
Pillsbury, pancake flour, 20 oz. pkg.....	.11½
Presto, cake flour, 44 oz. pkg.....	.33
Security, cake flour, 44 oz. pkg.....	.25
Sno-Sheen, cake flour, 44 oz. pkg.....	.32
Softasilk, cake flour, 44 oz. pkg.....	.32
Sunnyfield:	
Buckwheat flour, 20 oz. pkg.....	.08
Buckwheat flour,* 5 lb. pkg.....	.28
Cake flour,* 4½ oz. pkg.....	.20
Pancake flour,* 20 oz. pkg.....	.07
Pancake flour,* 5 lb. pkg.....	.21
Swan, potato flour, 1 lb. pkg.....	.15
Swansdown, cake flour, 44 oz. pkg.....	.32
Virginia Sweet, pancake flour, 20 oz. pkg.....	.09

LARD

Pure lard, per lb.....	0.16½
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MACARONI, SPAGHETTI AND NOODLES

Macaroni and spaghetti:	
Ann Page, 7 oz. pkg.....	.05
Ann Page, 1 lb. cello. bag.....	.11
Ann Page, 2 lb. cello. bag*.....	.19
Country Club, 7 oz. pkg.....	.05
Foulds, 8 oz. pkg.....	.10
Monarch, 1 lb. pkg.....	.13
Red Cross, 7 oz. pkg.....	.06
Red Cross, 1 lb. pkg.....	.13
Savoy, 1 lb. pkg.....	.13
Ssmolina, 1 lb. blue wrapped.....	.10
Tenderoni, 6 oz. pkg.....	.11
Creamettes, 8 oz. pkg., 2 for.....	.19
Noodles:	
Ann Page, 5 oz. pkg.....	.06
Country Club, 4 oz. pkg.....	.06
Egg, 8 oz. pkg. or bag.....	.12
Egg, 12 oz. pkg. or bag.....	.16
Egg, 20 oz. pkg. or bag.....	.20

*This price applies only to class 3 stores, Class 4 stores handling this item are held to any lower ceiling price required by any applicable regulation.

COMMUNITY CEILING PRICES—Continued

MILK, EVAPORATED AND CONDENSED

Blue Jewel, baby can.....	\$0.04½
Blue Jewel, tall can.....	.08¾
Borden, small can.....	.05½
Borden, tall can.....	.11
Carnation, small can.....	.05½
Carnation, tall can.....	.11
Country Club, small can.....	.05
Country Club, tall can, 3 for.....	.27
Dean's, tall can.....	.11
Eagle (condensed), 15 oz. can.....	.21
Libby, tall can.....	.11
Milnut, tall can, 2 for.....	.17
National, small can, 3 for.....	.13
National, tall can, 3 for.....	.26
Pet, small can.....	.05½
Pet, tall can.....	.11
Richelleu, tall can.....	.11
Savoy, tall can.....	.11
Whitehouse (sweet condensed), 14 oz. can*.....	.13
Whitehouse, small can.....	.05
Whitehouse, 14½ oz. can, 3 for.....	.26

PEANUT BUTTER

Ann Page, 8 oz. jar.....	.17
Ann Page, 1 lb. jar.....	.32
Ann Page, 2 lb. jar.....	.58
Beech-Nut, 24 oz. jar.....	.41
Blue Jewel, 8 oz. jar.....	.18
Blue Jewel, 16 oz. jar.....	.31
Blue Jewel Crunchy Tidbit, 16 oz. jar.....	.31
Come Again, 2 lb. jar.....	.51
Embassy, 8 oz. jar.....	.17
Embassy, 1 lb. jar.....	.30
Embassy, 2 lb. jar.....	.53
Embassy, crushed, 1 lb. jar.....	.34
Good Kind, 6 oz. jar.....	.16
Good Kind, 16 oz. jar.....	.33
Good Kind, 32 oz. jar.....	.63
Hazel, 9 oz. jar.....	.20
Hazel, 16 oz. jar.....	.29
Monarch, 16 oz. jar.....	.35
None-Such, 32 oz. jar.....	.63
Peter Pan, 4½ oz. jar.....	.29
Peter Pan, 13 oz. jar.....	.38
Peter Pan, 32 oz. jar.....	.84
Peter Pan (Krunchy), 16 oz. jar.....	.47
Peter Pan (Krunchy), 6 oz. jar.....	.19
Richelleu, 16 oz. jar.....	.38
Security, 1 lb. jar.....	.35
Sultana, 1 lb. jar.....	.29
Sultana, 2 lb. jar.....	.54
Unome, 1 lb. jar.....	.33

HYDROGENATED SHORTENING

Crisco, 1 lb. jar.....	.26
Crisco, 3 lb. jar.....	.75
Dexo, 1 lb. carton.....	.22
Dexo, 3 lb. carton*.....	.63
Krogo, 1 lb. jar.....	.23
Krogo, 3 lb. jar.....	.64
Spry, 1 lb. jar.....	.26
Spry, 3 lb. jar.....	.75

POULTRY

Hens, live.....	Per lb. .33½
Hens, dressed.....	.38
Spring chickens (broilers and fryers), live.....	.38
Spring chickens (broilers and fryers), dressed.....	.43
Kosher hens, live.....	.33½
Kosher hens, dressed and plucked.....	.40
Kosher spring chickens (broilers & fryers), live.....	.38½
Kosher spring chickens (broilers & fryers), dressed and plucked.....	.45

BANANAS

Central American.....	Per lb. .15
Mexican.....	.12

*This price applies only to class 3 stores, Class 4 stores handling this item are held to any lower ceiling price required by any applicable regulation.

COMMUNITY CEILING PRICES—Continued

SUGAR

Granulated, beet or cane, bulk, per lb. \$0.07	
Beet, 5 lb. bag, ea.....	.37
Beet, 10 lb. bag, ea.....	.72
Cane, 1 lb. carton.....	.08
Cane, 2 lb. carton.....	.15
Cane, 5 lb. carton.....	.38
Cane, 5 lb. bag.....	.37
Cane, 10 lb. bag.....	.74
Powdered, 1 lb. carton.....	.09
Brown or yellow, 1 lb. carton, 2 oz.....	.17
Dots, 1 lb. carton.....	.10
Tablets, 2 lb. carton.....	.22

SYRUPS

Alaga:	
1½ lb.....	.20
5 lb.....	.59
10 lb.....	1.00
American Home cane and maple:	
8 oz. fluid.....	.11
16 oz. fluid.....	.20
Ann Page: ^a	
12 oz. fluid.....	.16
32 oz. fluid.....	.33
Everybody's:	
1½ lb.....	.13
2½ lb.....	.25
Good Kind corh, cane, maple, 12 oz. fluid.....	.18
Karo:	
1½ lb. blue.....	.15
5 lb. blue.....	.37
10 lb. blue.....	.67
1½ lb. red.....	.16
5 lb. red.....	.39
10 lb. red.....	.70
Log Cabin:	
12 oz. fluid.....	.21
24 oz. fluid.....	.37
Savoy cane and maple: 16 oz. fluid.....	.24
Staley's pancake: 1½ lb. glass.....	.17
Vermont Maid: 12 oz. fluid.....	.21

^aThis price applies only to class 3 stores. Class 4 stores handling this item are held to any lower ceiling price required by any applicable regulation.

(Pub. Laws 421 and 729, 77th Cong.; E.O. 9250, E.O. 9328, 7 F.R. 7871; 8 F.R. 4681).

Issued this 8th day of May 1943.

MICHAEL F. MULCAHY,
District Director,
Chicago Metropolitan District.

[F. R. Doc. 43-7869; Filed, May 18, 1943; 3:18 p. m.]

Region VIII.

[Fresno Order 1 Under Gen. Order 51]

COMMUNITY CEILING PRICES FOR FRESNO, CALIFORNIA

SECTION 1 *What this order does.* In accordance with the provisions of General Order No. 51, this order establishes in section 6 community (dollars-and-cents) ceiling prices for certain food items sold in class 1 retail stores located in the following areas: The city of Fresno, state of California and surrounding area bounded as follows: On the North by Shaw Avenue; on the East by Clovis Avenue; on the South by Jensen Avenue; on the West by Marks Avenue.

Sec. 2, *Application to other sellers.* No seller except a "retail route seller", may charge more than these community (dollars-and-cents) ceiling prices. The community ceiling prices shall be the only ceiling prices for such food items

for "class 1 Retail Stores". All other sellers must continue to charge any lower ceiling prices established by any other applicable price regulations.

SEC. 3 *Posting*—(a) *Selling prices*. All retail stores must post their selling prices for the food items listed below on the item or at or near the place where such food item is offered for sale.

(b) *Ceiling prices*. All class 1 retail stores must post in a conspicuous place in the store, a list of the community ceiling prices for such food items, when such list is supplied by the Office of Price Administration. Other retailers must continue to post ceiling prices as required by any other applicable regulation fixing their ceiling prices.

(c) *Class of store*. All retail stores selling any of the food items listed below must post a sign "OPA-1", "OPA-2", or "OPA-4" whichever applies, so that it can be clearly seen by their customers. The definitions of classes of retailers shall be those contained in Revised Maximum Price Regulation Nos. 238 and 268.

SEC. 4 *Applicability of General Order No. 51*. This order is subject to all the provisions of General Order No. 51, which are hereby made a part of this order.

SEC. 5 *Effective date*. This order becomes effective on May 10, 1943.

SEC. 6 *The community (dollars-and-cents) ceiling prices established*. The following is a list of the food items and the community ceiling prices thereof:

COMMUNITY CEILING PRICES

SHORTENING

Hydrogenated:	
Crisco, 1 lb.....	\$0.26
Crisco, 3 lb.....	.74
Spry, 1 lb.....	.26
Spry, 3 lb.....	.74
Snowdrift, 1 lb.....	.26
Snowdrift, 3 lb.....	.73
Other shortening:	
Oro, 1 lb. carton.....	.18
Oro, 3 lb. carton.....	.52
Fluffo, 1 lb. carton.....	.22
Fluffo, 3 lb. carton.....	.64

EVAPORATED AND CONDENSED MILK

Evaporated:	
All Pure, tall.....	.11
Alpine, tall.....	.11
Alpine, baby.....	.08
Borden's, tall.....	.11
Borden's, baby.....	.06
Carnation, tall.....	.11
Carnation, baby.....	.06
Danish, tall.....	.11
Morning Milk, tall.....	.11
Morning Milk, baby.....	.06
Pet, tall.....	.11
Pet, baby.....	.06
Sego, tall.....	.11
Sego, baby.....	.06
Condensed:	
All Pure, 15 oz.....	.20
Eagle, 15 oz.....	.21

PROCESSED FISH

Salmon:	
Pink, Palace, 1 lb.....	.27
Chum, Tomah, 1 lb.....	.25

COMMUNITY CEILING PRICES—Continued

PROCESSED FISH—continued

Salmon—Continued.	
Red, Libby, 1 lb.....	09.49
Red, Del Monte, 1 lb.....	.49
Red, Libby, 1/2 flat.....	.33
Pink, Happy Vale, No. 1 tall.....	.27
Tuna:	
Dodge, 1/2s.....	.39
IGA, 1/2s.....	.21
White Star, 1/2s.....	.38
Better Buy, 1/2s.....	.33
Wellman, 1/2s.....	.49
Westlake, 1/2s.....	.43
Crab:	
Trupak, imported, 1/2s.....	.44
Blue Jacket, 1/2s.....	.59
Briardale, 1/2s.....	.44
Oysters:	
Pearl Reef, 5 oz.....	.27
Blupoint, 5 oz.....	.30
Saddle Rock.....	.23
Blue Plate, 7 1/2 oz.....	.44
Sardines:	
Dodge, tomato, 16 oz. oval.....	.15
Del Monte, 16 oz.....	.14
Shrimp, wet pack:	
Large, Trupak, 7 oz.....	.33
Medium, Dodge, 7 oz.....	.37
Small, Pearl Reef, 7 oz.....	.36
Wellman, 7 oz.....	.39

DRYED FRUIT

Raisins, Seedless, Trupak, 16 oz.....	.13
Prunes, Large, Trupak, 1 lb.....	.18
Prunes, Large, Trupak, 2 lb.....	.34
Raisins, Nectar, Sun Maid, 16 oz.....	.14
Raisins, Murcat, Sun Maid, 16 oz.....	.16
Prunes, large, Sunwest, 2 lbs.....	.33

COFFEE

Schilling, 1 lb. jar.....	.36
Schilling, 2 lb. jar.....	.71
MJB, 1 lb. jar.....	.35
MJB, 2 lb. jar.....	.63
Maxwell House, 1 lb. jar.....	.37
Maxwell House, 2 lb. jar.....	.72
Folgers, 1 lb. jar.....	.35
Folgers, 2 lb. jar.....	.63
Alpine, 1 lb.....	.37
Alpine, 2 lb.....	.71
Wellman, 1 lb.....	.34
Chase & Sanborn, 1 lb. bag.....	.33
Dale Bros., Supreme, 1 lb. jar.....	.35
Dale Bros., Supreme, 2 lb. jar.....	.67
Hills Bros., rcd, 1 lb. jar.....	.35
Hills Bros., rcd, 2 lb. jar.....	.63

CANNED CITRUS FRUITS AND JUICES

Grapefruit juice:	
Natural:	
Trupak, 12 oz.....	.69
Trupak, 2s.....	.16
Trupak, 46 oz.....	.37
Unsweetened:	
Del Monte, 12 oz.....	.10
Del Monte, 2s.....	.15
Del Monte, 46 oz.....	.35
Desert Sweet, 2s.....	.16
Desert Sweet, 46 oz.....	.37
Libby, 2s.....	.15
Libby, 46 oz.....	.35
Sweetened, Libby, 46 oz.....	.36
Grapefruit and orange juice:	
Blended, Libby, 2s.....	.19
Blended, Dr. Phillips, 2s.....	.18
Blended, Dr. Phillips, 46 oz.....	.39
Grapefruit:	
Libby, 2s.....	.19
Del Monte, 2s.....	.19
Dr. Phillips, 2s.....	.18

COMMUNITY CEILING PRICES—Continued

SYRUPS

Karo:	
Red Label, 24 oz.....	\$0.18
Red label, 5s.....	.47
Red label, 10s.....	.63
Blue label, 24 oz.....	.17
Blue label, 5s.....	.45
Blue label, 10s.....	.63
Teagarden, drip, 12 oz.....	.17
Teagarden, drip, 24 oz.....	.21
Vermont Maid, 12 oz.....	.21
Vermont Maid, 24 oz.....	.42
Log Cabin, 12 oz.....	.23
Log Cabin, 24 oz.....	.49
Grandma molasses, pt.....	.25
Grandma molasses, qt.....	.44

CEREALS

Corn Flakes, Albers, 6 oz.....	.05
Corn Flakes, Albers, 11 oz.....	.09
Pearls of Wheat, Albers, 14 oz.....	.23
Pect Toasties, 6 oz.....	.06
Pect Toasties, 11 oz.....	.10
Pect Toasties, 18 oz.....	.14
Pect's Bran Flakes, 8 oz.....	.11
Pect's Bran Flakes, 14 oz.....	.16
Pect-Tens, indiv.....	.25
Grape Nuts, 12 oz.....	.15
Grape Nut Flakes, 7 oz.....	.11
Grape Nut Flakes, 12 oz.....	.16
Corn Flakes:	
Kellogg's, 6 oz.....	.06
Kellogg's, 11 oz.....	.10
Kellogg's, 18 oz.....	.14
Kellogg's:	
Bran Flakes, 14 oz.....	.16
All Bran, small, 10 oz.....	.13
All Bran, large, 16 oz.....	.21
Rice Krispies, 5 1/2 oz.....	.13
Exp, 8 oz.....	.11
Varieties, indiv.....	.25
Quaker:	
Puffed Wheat, 4 oz.....	.10
Puffed Rice, 5 oz.....	.13
Rollled Oats, small.....	.13
Rollled Oats, large.....	.23
Wheaties, 8 oz.....	.12
Shredded Wheat, N. B. C.....	.13
Shredded Ralston's, 12 oz.....	.13
Corn Kix, 7 oz.....	.13
Chocricats, 7 oz.....	.13
Cream of Wheat, 14 oz.....	.15
Cream of Wheat, 23 oz.....	.26
Roman Meal, large.....	.31
H-O Oats, small.....	.14
H-O Oats, large.....	.25
Mother's Oats, Premium, large.....	.37
Sperry's Wheat Hearts, 23 oz.....	.25

PEANUT BUTTER

Trupak, 6 oz.....	.18
Trupak, 16 oz.....	.40
Trupak, 32 oz.....	.75
Dodge, 6 oz.....	.18
Dodge, 16 oz.....	.33
Dodge, 24 oz.....	.53
Dodge, 32 oz.....	.73
Slippy, 6 oz.....	.20
Slippy, 16 oz.....	.43
Slippy, 24 oz.....	.70
Westlake, 6 oz.....	.18
Westlake, 16 oz.....	.40
Westlake, 32 oz.....	.72
Better Buy, 16 oz.....	.33
Wellman Crunch, 1 lb.....	.42

COOKING AND SALAD OILS

Wesson, pt.....	.33
Wesson, qts.....	.63
Wesson, 1/2 gal.....	1.12
Wesson, 1 gal.....	2.69

COMMUNITY CEILING PRICES—Continued

COOKING AND SALAD OILS—continued

Mazola, pt.	\$0.36
Mazola, qts.	.65
Mazola, 1 gal.	2.12
Yolando, qts.	.61
Yolando, 1/2 gal.	1.15
Yolando, 1 gal.	2.16

HONEY

Miner's, 8 oz.	.17
Miner's, 16 oz.	.30
Miner's, 5 lb.	1.25
Melafiora, 5 lb.	1.11

SUGAR

Granulated Cane:	
Sea Island, 2 lb.	.15
Sea Island, 5 lb.	.36
Sea Island, 10 lb.	.69
Sea Island, 25 lb.	1.74
C & H, 2 lb.	.15
C & H, 5 lb.	.36
C & H, 10 lb.	.69
C & H, 25 lb.	1.74

Beet, Honeydew:	
2 lb.	.15
5 lb.	.35
10 lb.	.68
25 lb.	1.71

Beet, American Crystal Co.:	
2 lb.	.15
5 lb.	.35
10 lb.	.68
25 lb.	1.71
Powdered, Sea Island, 1 lb.	.10
Powdered, C & H, 1 lb.	.10
Brown, Sea Island, 1 lb.	.09
Brown, C & H, 1 lb.	.09

MACARONI AND NOODLE PRODUCTS

Egg Noodles:	
Trupak, 12 oz.	.20
Perfection, 6 oz.	.11
Perfection, 8 oz.	.13
Perfection, 12 oz.	.19
Perfection, 16 oz.	.24
Globe A-1, 8 oz.	.15
Globe A-1, 16 oz.	.28
Semolina Paste:	
Trupak, 1 lb.	.17
Trupak, 2 lb.	.30
Perfection, 1 lb.	.17
Perfection, 2 lb.	.29
Globe A-1, 1 lb.	.17
Globe A-1, 2 lb.	.30
Flour, var., Fresmaco, 1 lb.	.14
Flour, var., Fresmaco, 2 lb.	.25

FLOUR AND FLOUR MIXES

Gold Medal:	
4.9 lb.	.38
9.8 lb.	.71
24.5 lb.	1.65
49 lb.	3.30
Drifted Snow:	
4.9 lb.	.36
9.8 lb.	.69
24.5 lb.	1.58
49 lb.	3.16

COMMUNITY CEILING PRICES—Continued

FLOUR AND FLOUR MIXES—continued

Globe A-1:	
4.9 lb.	\$0.35
9.8 lb.	.67
24.5 lb.	1.58
49 lb.	3.10
L. Pina, 24.5 lb.	1.32
La Pina, 49 lb.	2.49
Albers Flapjack, 20 oz.	.12
Albers Flapjack, 2.5 lb.	.25
Albers Buckwheat, small	.15
Albers, Buckwheat, 2.5 lb.	.30
Sperry, Pancake, 14 oz.	.11
Sperry, Pancake, 28 oz.	.20
Globe A-1, Pancake, 20 oz.	.12
Globe A-1, Pancake, 40 oz.	.24
Aunt Jemima, 20 oz.	.13
Aunt Jemima, Pancake, 2.5 lb.	.26
Softasilk, Cake, 2.75 lb.	.31
Swansdown, Cake, 2.75 lb.	.32
Globe A1, Cake, 36 oz.	.26
Bisquick, Biscuit, 20 oz.	.20
Bisquick, Biscuit, 40 oz.	.37

BUTTER

Wet Wrap, Danish, 1 lb.	.57
Cartons, Danish, 1/4's	.58

POULTRY

Broilers, dressed weight, under 2 lb.	Per lb. .47
Broilers and Fryers, dressed weight 2 to 4 lb.	.44
Hens, all weights	.39
Roasters, 3 1/2 lb. and over	.40

CHEESE

American, Kraft, 5 lb.	2.16
American, Kraft, 1/2 lb.	.24
Velveeta, Kraft, 1/2 lb.	.25
Cottage, Kraft, 8 oz.	.15
Cottage, Kraft, 16 oz.	.25
Cottage, Kraft, 32 oz.	.50
Bananas, per lb.	.12

BREAD

White:	
Betsy Ross:	
1 lb., Golden State, loaf	.09
1 1/2 lb., Sally Ann, loaf	.13
Brown:	
Betsy Ross:	
1 lb., Golden State, loaf	.09
1 1/2 lb., Sally Ann, loaf	.13
Whole Wheat, 100%, 1 lb.	.12
Roman Meal, 1 lb.	.12
Fluid milk, Butterfat, 4.2%, qt.	.15
Fluid milk, Butterfat, 4.2%, 1/2 gal.	.29

(Pub. Laws 421 and 729, 77th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9328, 8 F.R. 4681)

Issued this 8th day of May 1943.

KENNETH L. HAMPTON,

District Director,
Fresno District.

[F. R. Doc. 43-7858; Filed, May 18, 1943; 3:18 p. m.]

WAR PRODUCTION BOARD.

[Certificate 63]

LAUNDRY INSTITUTE OF CLEVELAND

APPROVAL OF RECOMMENDATION OF JOINT ACTION PLAN

The ATTORNEY GENERAL:

I submit herewith a recommendation of the Director of the Office of Defense Transportation concerning a plan for joint action by the persons named therein, members of The Laundry Institute of Cleveland, in the transportation and delivery of laundry by motor vehicle in Cleveland, Ohio (Supra).

For the purposes of section 12 of Public Law No. 603, 77th Congress (56 Stat. 357), I approve the joint action plan described in the recommendation; and after consultation with you, I hereby find and so certify to you that the doing of any act or thing, or the omission to do any act or thing, by any person in compliance with such joint action plan is requisite to the prosecution of the war.

Dated: May 17, 1943.

DONALD M. NELSON,
Chairman.

[F. R. Doc. 43-7925; Filed, May 19, 1943; 11:13 a. m.]

[Certificate 64]

CINCINNATI FLORISTS

APPROVAL OF RECOMMENDATION FOR JOINT ACTION PLAN

The ATTORNEY GENERAL:

I submit herewith a recommendation of the Director of the Office of Defense Transportation concerning a plan for joint action by the persons named therein with respect to the transportation and delivery of flowers by motor vehicle in Cincinnati, Ohio (supra).

For the purposes of section 12 of Public Law No. 603, 77th Congress (56 Stat. 357), I approve the joint action plan described in the recommendation; and after consultation with you, I hereby find and so certify to you that the doing of any act or thing, or the omission to do any act or thing, by any person in compliance with such joint action plan is requisite to the prosecution of the war.

Dated: May 17, 1943.

DONALD M. NELSON,
Chairman.

[F. R. Doc. 43-7926; Filed, May 19, 1943; 11:13 a. m.]