THE NATIONAL ARCHIVES OF THE UNITED STATES 1934

FEDERAL REGISTER

VOLUME 10 NUMBER 11

Washington, Tuesday, January 16, 1945

The President

EXECUTIVE ORDER 9511

AUTHORIZING THE SECRETARY OF WAR TO TAKE POSSESSION OF AND OPERATE THE PROPERTIES OF THE CLEVELAND ELECTRIC ILLUMINATING COMPANY, LOCATED IN AND AROUND CLEVELAND, OHIO

By virtue of the authority vested in me by the Constitution and laws of the United States, including Section 9 of the Selective Training and Service Act of 1940, as amended, as President of the United States and Commander-in-Chief of the Army and Navy of the United States, I hereby authorize the Secretary of War to take possession of the properties of the Cleveland Electric Illuminating Company, located in and around Cleveland, Ohio, together with any real or personal properties, wherever situated, used in connection therewith, and to operate such properties in such manner as he deems necessary for the successful prosecution of the War. Possession of any properties taken shall be terminated within sixty days after the Secretary of War determines that possession is no longer necessary for the effective prosecution of the War.

FRANKLIN D ROOSEVELT

THE WHITE HOUSE,
January 12, 1945.

[F. R. Doc. 45-949; Filed, Jan. 15, 1945; 12:01 p. m.]

MILITARY ORDER

GOVERNING THE ESTABLISHMENT OF MILITARY COMMISSIONS FOR THE TRIAL OF CERTAIN OFFENDERS AGAINST THE LAW OF WAR, AND GOVERNING THE PROCEDURE FOR SUCH COMMISSIONS

By virtue of the authority vested in me as President and as Commander in Chief of the Army and Navy, under the Constitution and statutes of the United States, and more particularly the Thirty-Eighth Article of War (10 U.S.C. 1509), it is ordered as follows:

1. All persons who are subjects, citizens or residents of any nation at war with the United States or who give obedience to or act under the direction of any such nation, and who during time of war enter or attempt to enter the United States or any territory or possession thereof, through coastal or boundary defenses, and are charged with committing or attempting or preparing to commit sabotage, espionage, hostile or warlike acts, or violations of the law of war, shall be subject to the law of war and to the jurisdiction of military tribunals. The commanding generals of the several service and defense commands in the continental United States and Alaska, under the supervision of the Secretary of War, are hereby empowered to appoint military commissions for the trial of such persons.

2. Each military commission so established for the trial of such persons shall have power to make and shall make, as occasion requires, such rules for the conduct of its proceedings, consistent with the powers of military commissions under the Articles of War, as it shall deem necessary for a full and fair trial of the matters before it: *Provided*, that—

(a) Such evidence shall be admitted as would, in the opinion of the president of the commission, have probative value to a reasonable man;

(b) The concurrence of at least two-thirds of the members of the commission present at the time the vote is taken shall be necessary for a conviction or sentence;

(c) The provisions of Article 70 of the Articles of War, relating to investigation and preliminary hearings, shall not be deemed to apply to the proceedings;

(d) The record of the trial, including any judgment or sentence, shall be promptly reviewed under the procedures established in Article 50½ of the Articles of War.

FRANKLIN D ROOSEVELT

THE WHITE HOUSE,
January 11, 1945.

[F. R. Doc. 45-852; Filed, Jan. 12, 1945; 12:46 p. m.]

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

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[ACP-1945-1]

PART 701—AGRICULTURAL CONSERVATION PROGRAM

1945 FLAXSEED PAYMENT PROGRAM

Pursuant to the authority vested in the Secretary of Agriculture under sections 7 to 17, inclusive, of the Soil Conservation and Domestic Allotment Act, as amended, and in the War Food Administrator by section 5 of Public Law 551, 78th Congress and by E.O. No. 9322, 8 F.R. 3807; E.O. No. 9334, 8 F.R. 5423; and E.O. No. 9392, 8 F.R. 14783, the 1945 Agricultural Conservation Program is amended as follows:

1. Sections 701.603, 701.604, 701.605, 701.606, 701.607, 701.608, 701.609, 701.610, 701.611 and 701.612 are re-numbered as Sections 701.604, 701.605, 701.606, 701.607, 701.608, 701.609, 701.610, 701.611, 701.612 and 701.613, respectively and the following new § 701.603 is added:

§ 701.603 *Flaxseed payment* — (a) *Flaxseed goals*—(1) *National goal.* The national goal is five million acres.

(2) *State goals.* State goals are as follows:

	Acres
Illinois	2,000
Michigan	5,000
Wisconsin	10,000
Minnesota	1,555,000
Iowa	200,000
Missouri	15,000
South Dakota	500,000
Nebraska	2,000
Oklahoma	30,000
Texas	41,000
North Dakota	1,807,000
Kansas	218,000
Montana	410,000
Idaho	1,000
Wyoming	1,000
Arizona	20,000
Washington	1,000
Oregon	2,000
California	180,000

(3) *County goals.* County goals shall be determined by the State Committee by distributing the State goal among the counties in the State on the basis of adaptability of soil, availability of cropland, equipment, labor, and acreage and production of flaxseed in the county during recent years, and other related factors.

(4) *Farm goals.* Farm goals shall be determined by the county committee with the assistance of local committees in accordance with instructions issued by the Agricultural Adjustment Agency on the basis of adaptability of soil, availability of cropland, equipment, labor, and the acreage and production of flaxseed on the farm during recent years, and other related factors. The sum of the farm goals in a county shall not be less than 100 percent nor more than 120 percent of the county goal.

(b) *Acreage eligible for payment.* Payment will be made for each acre planted to flaxseed not to exceed the acreage in the farm goal. No credit will be given for any acreage of flaxseed which the county committee determines is not planted on adapted land or is not tended in a workmanlike manner.

(c) *Rate of payment.* The rate of payment is $5.00 per acre.

2. Section 701.604 is amended to read as follows:

§ 701.604 *Division of payments.* (a) *Flaxseed payments.* The flaxseed payment for the farm shall be divided among the producers on the farm in the same proportion the county committee determines that they are entitled to share, as of the time of harvest, in the proceeds (other than a fixed commodity payment) of the flaxseed crop grown on the farm in 1945. This determination shall be made at the time the county committee approves the application for payment.

(b) *Conservation practice payments.* The payment earned in carrying out practices with conservation materials or services, excluding services furnished by the county agricultural conservation association, shall be paid to the producer to whom the materials or services are furnished. The payment earned in carrying out other practices shall be paid to the producer who carried out the practices. If more than one producer contributed to the carrying out of such practices, the payment shall be divided in the proportion that the county committee determines the producers contributed to the carrying out of the practices. In making this determination, the county committee shall take into consideration the value of the labor, equipment, or material contributed by each producer toward the carrying out of each practice on a particular acreage, assuming that each contributed equally unless it is established to the satisfaction of the county committee that their respective contributions thereto were not in equal proportion.

(c) *Death, incompetency, or disappearance of producer.* In case of the death, incompetency, or disappearance of any producer, his share of the payment shall be paid to his successor, determined in accordance with the provisions of the regulations in ACP-122, as amended.

3. Section 701.607 (c) is amended to read as follows:

§ 701.607 *Conservation materials and services.* * * *

(c) *Materials and services in lieu of payment.* Notwithstanding any other provision in the bulletin, if no flaxseed payment is earned on the farm, materials or services furnished will be in lieu of the entire payment for the farm, (1) if materials or services are furnished against the farm allowance and the increase in small payment, or (2) if the only practices performed on the farm are carried out with conservation materials or services other than services furnished by a county agricultural conservation association or other than materials the credit value of which exceeds the cost to the Agricultural Adjustment Agency.

4. Section 701.608 (a) the last sentence thereof, is amended to read as follows:

§ 701.608 *General provisions relating to payments*—(a) *Breaking out permanent vegetative cover.* * * * The deduction shall be made from the payment of the person responsible for breaking out the land after the payment has been increased in accordance with the provisions of § 701.605.

5. Section 701.608 (b), the last sentence thereof, is amended to read as follows:

(b) *Failure to maintain practices under previous programs.* * * * The deduction shall be made from the payment of the person responsible for destroying or not maintaining the practice after the payment has been increased in accordance with the provisions of § 701.605.

6. Section 701.609 (a) is amended to read as follows:

§ 701.609 *Application for payment*—(a) *Persons eligible to file applications.* Except where conservation materials or services are furnished in lieu of the entire payment for the farm, an application for payment with respect to a farm may be made by any producer who is entitled to share in the payment determined for the farm.

7. Section 701.613 (a) is amended to read as follows:

§ 701.613 *Authority, availability of funds, and applicability*—(a) *Authority.* The program is approved pursuant to the authority vested in the Secretary of Agriculture under sections 7 to 17, inclusive, of the Soil Conservation and Domestic Allotment Act, as amended (49 Stat. 1148, 16 U.S.C. 590g to 590q) and in the War Food Administrator by Section 5 of Public Law 551, 78th Congress and by E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; and E.O. 9392, 8 F.R. 14783.

8. Section 701.613 (c) the first paragraph thereof, is amended to read as follows:

(c) *Applicability.* The provisions of the 1945 program contained herein, except § 701.606 are not applicable to (1) Hawaii, Puerto Rico, and Alaska; (2) any department or bureau of the United States Government or any corporation wholly owned by the United States; and (3) grazing lands owned by the United States which were acquired or reserved for conservation purposes or which are to be retained permanently under Government ownership, including, but not limited to, grazing lands administered under the Taylor Grazing Act or by the Forest Service or the Soil Conservation Service of the United States Department of Agriculture or by the Bureau of Biological Survey of the United States Department of the Interior.

Done at Washington, D. C., this 15th day of January, 1945.

GROVER B. HILL,
First Assistant War Food Administrator.

[F. R. Doc. 45-933; Filed, Jan. 15, 1945; 11:06 a. m.]

[Bull. NSCP—901]

PART 706—NAVAL STORES CONSERVATION PROGRAM

1945 CONSERVATION PROGRAM

Payments will be made for participation in the 1945 Naval Stores Conservation Program (hereinafter referred to as "this program") in accordance with the provisions of this bulletin and such modifications thereof as may hereafter be made.

Sec.
706.601 Authority and availability of funds.
706.602 Definitions.
706.603 Eligibility; general provisions.
706.604 Conditions of payment; performance required.
706.605 Further conditions of payment; performance optional.
706.606 General provisions relating to payments.
706.607 Application for payment.
706.608 Administration.

AUTHORITY: Sections 706.601 to 706.608, inclusive, issued under 49 Stat. 1148, 1915; 50 Stat. 329; 52 Stat. 31, 204, 205, 746; 53 Stat. 550, 573; 16 U.S.C. 1940 ed. 590g–590q; 54 Stat. 216; 55 Stat. 257, 860; 56 Stat. 761; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; E.O. 9392, 8 F.R. 14783.

§ 706.601 *Authority and availability of funds*—(a) *Authority.* This program is approved pursuant to the authority vested in the Secretary of Agriculture under sections 7 to 17, inclusive, of the Soil Conservation and Domestic Allotment Act, as amended, and in the War Food Administrator by Executive Order No. 9322, as amended by Executive Order No. 9334 and Executive Order No. 9392.

(b) *Availability of funds.* The provisions of this program are necessarily subject to such legislation affecting said program as the Congress of the United States may hereafter enact; the making of the payments herein provided for is contingent upon such appropriation as the Congress may hereafter provide for such purpose; and the amounts of such payments will be finally determined by such appropriation and by the extent of participation in this program.

The funds provided for this program will not be available for the payment of applications filed after June 30, 1946.

§ 706.602 *Definitions*—(a) *Turpentine farm.* The land and turpentine timber owned or leased, or operated on a sharecrop basis, and under one management and in one general locality, which is being operated for the production of gum naval stores.

(b) *Turpentine tree.* Any tree of either of the two species, longleaf pine (Pinus palustris) or slash pine (Pinus caribaea)

(c) *Gum naval stores.* Crude gum (oleoresin), gum turpentine, and gum rosin produced from living trees. Gum naval stores does not include naval stores produced from dead timber, stumps, knots, etc.

(d) *Producer* Any person, firm, partnership, corporation, or other business enterprise doing business as a single legal entity, producing gum naval stores from timber controlled for turpentine purposes through fee ownership, cash lease, percentage lease, share lease, or other form of control.

(e) *Face.* The whole wound or aggregate of streaks made by chipping, streaking, or pulling the live trees to stimulate the flow of crude gum (oleoresin) hereinafter referred to as gum.

(f) *Cup.* A container made of metal, clay, or other material hung on or below the face to accumulate the flow of gum.

(g) *Tins.* The gutters or aprons, made of sheet metal or other material, used to aid in conducting the gum from a face into a cup.

(h) *Crop.* 10,000 faces.

(i) *Tract.* A portion of a turpentine farm having a continuous stand of trees supporting faces of one age class or intermingled age classes.

(j) *Drift.* A portion or subdivision of a tract set apart for convenience of operation or administration.

(k) *D. b. h.* Diameter breast height; i. e., diameter of tree measured 4½ feet from the ground.

(l) *Round tree.* Any tree which has not been faced or scarred.

(m) *Scarred tree.* A tree having an idle face or similar scar which does not extend above 36 inches in vertical measurement from the ground.

(n) *Worked-out face.* A face which is 60 inches or more in vertical measurement between the shoulder of the first streak and the shoulder of the last streak, or a dry face.

(o) *Turpentine season.* The entire calendar year 1945, or, if a turpentine farm is operated less than the full calendar year, that period within the calendar year during which a producer is operating his farm for the production of gum naval stores.

(p) *Work sheet.* The prescribed form (NSCP–902) for notifying the Forest Service of intention to cooperate in this program.

(q) *Crop analysis.* The prescribed form (NSCP–904) for describing the number and location of faces being worked on each turpentine farm.

(r) *Application.* The prescribed form (NSCP–903) of application for payment for cooperating in this program.

§ 706.603 *Eligibility; general provisions*—(a) *Only participants eligible for loans.* If a loan or purchase program is set up for producers during 1945, only those producers who are participating in this program will be eligible for loans except as provided in paragraph (b) of this section.

(b) *Operations on public domain not eligible for payments.* The provisions of this program are not applicable to any turpentining operations within the public domain of the United States, including the lands and timber owned by the United States which were acquired or reserved for conservation purposes or which are to be retained permanently under Government ownership (such lands include, but are not limited to, lands owned by the United States which are administered by the Forest Service or the Soil Conservation Service of the Department of Agriculture, or by the Division of Grazing or the Fish and Wildlife Service of the Department of the Interior) *Provided, however,* That producers having such operations shall have the privilege of participating in any loan or purchase program for naval stores producers which may be in operation during 1945.

This program is applicable to turpentine farms on lands owned by corporations which are either partly or wholly owned by the United States, *Provided,* Such lands are temporarily under such Government or corporation ownership and are not acquired or reserved for conservation purposes. Only turpentine farms on lands that are administered by the Farm Security Administration, the Reconstruction Finance Corporation, the Home Owners' Loan Corporation, or the Federal Farm Mortgage Corporation, Federal Land Banks or Production Credit Associations, shall be considered eligible unless the Forest Service finds that land administered by any other agency complies with all of the foregoing provisions for eligibility.

(c) *Restrictions concerning non-participating operations.* Any producer participating in this program who permits his labor to operate timber which he owns or controls and cannot operate and remain eligible for participation under the terms of this program, or who assists in any manner in the operation of such timber or the sale or processing of the gum or other forest products therefrom, either directly or through a relative or employee or through any member, officer, or employee of any partnership, corporation, or other business enterprise in which he has an interest, or in any other manner whatsoever, shall not be eligible to receive any payment under this program.

Any producer participating in this program who leases any timber owned or controlled by him, or transfers his lease on any timber, or sells his timber, to another person who he knows or has good reason to believe will not carry out all sound conservation practices throughout this program on such timber shall not be eligible to receive any payment whatsoever under this program or to receive under the 1945 Agricultural Conservation Program any payment with respect to the farm in which such timber was embraced.

(d) *Restrictions concerning non-conservative practices.* All or any part of any payment which has been or otherwise would be made to any producer under this program may be withheld or required to be returned if he adopts or has adopted any practice which tends to defeat any of the purposes of this or any previous program including the loan program, if any, or if, by means of any corporation, partnership, estate, trust, or any other device, or in any manner whatsoever, he has offset, or participated in offsetting, in whole or in part, the performance for which such payment is

otherwise authorized, or if, with respect to grazing land, forest land, or woodland owned or controlled by him, he adopts or has adopted any practice which is contrary to sound conservation practices.

§ 706.604 *Conditions of payment; performance required.* In order to qualify for payment the producer shall, on every turpentine farm operated by him during the 1945 turpentine season, meet or exceed the following minimum requirements:

(a) *Face installation requirements.* In order to prevent damage to growing trees, the cupping method of face installation shall be used, and

(1) No face shall be installed or worked on any tree less than 9 inches d. b. h. and not more than one face shall be installed or worked on any tree less than 14 inches d. b. h. These requirements shall not apply to any tree having a worked-out face (60 inches or more in height, or a dry face) which remains idle during the 1945 turpentine season. However, if faces are unintentionally installed on undersized trees, the producer shall detach all cups and tins from the faces on such undersized trees within time limits established by the Forest Service, and there shall be deducted from his earned payment ½ cent per face for each face on proper sized trees in each drift (or in each tract which is not subdivided into drifts) in which faces on undersized trees were so installed.

(2) The shoulder of the initial streak on any face installed on a round tree which is not deformed shall be not more than 18 inches from the ground, provided that when this requirement is not met the faces in the tract or drift may be worked without payment.

(3) No tree shall have any new (first-year) back face unless a live bark-bar on each side of the face is provided and maintained.

(b) *Drift marking requirements.* Any tract containing over 3,000 virgin faces or faces of other age classes which are redrifted during the 1945 turpentine season shall be divided into drifts containing not less than 500 nor more than 3,000 faces. Roads, fences, railroads, cleared rights-of-way, streams, and other easily followed landmarks may be used as drift lines. In the absence of such landmarks, all such drift lines shall be clearly marked by paint so that they can be followed in the field without a guide. On each side of all such drift lines at points of entrance, road crossings, corners, etc., and at intervals of not more than 450 yards along the drift line, the number or other identifying mark of the drift shall be clearly indicated, either by painted figures on a tree or on a board or other object attached to a tree. Virgin faces which are not subdivided into drifts and marked as required and faces in redrifted tracts which are not marked as required may be worked but no payment will be made for such faces.

The drift lines in tracts containing other than virgin or redrifted faces shall, in the absence of such above mentioned landmarks, be marked either by paint or non-injurious blazes so that they can be followed in the field without a guide.

(c) *Fire protection requirements.* All forest land of any kind owned by the producer and timber stands, owned, leased or otherwise controlled by him shall be protected to the best of his ability from uncontrolled fire during the calendar year 1945. The producer shall cooperate in any cooperative forest fire protective system that exists contiguous to such land, provided that on leased land the producer shall not be required to pay any assessment for fire protection unless so stipulated in the terms of his lease. All controlled burning operations shall be conducted in a manner that will prevent the destruction of established reproduction in understocked stands and the escape of fire to adjacent forest land, whether protected or not. No payment will be made to a producer on any leased faces where the lessor does not meet these fire protection requirements in stands of turpentine trees covered by the lease and being worked for naval stores production. In computing payment each lease shall be considered separately.

(d) *Timber cutting requirements.* In order to promote continued production and to provide for restocking of timber upon which the naval stores, pulp and paper, lumber, and other wood-using industries are dependent, all cutting operations in timber stands owned by the producer or on lands owned by him and all cutting operations conducted by the producer in timber stands of leased lands of his turpentine farm shall, during the calendar year 1945, be conducted in a manner that will meet the applicable requirements for various types of conditions, as follows:

(1) In stands containing sufficient turpentine trees to justify their use in the production of gum, either at present or within the next ten years, worked-out and defective turpentine trees and trees of other species may be cut. Round or scarred turpentine trees may be cut only for higher economic use or for thinnings. When round or scarred trees are to be utilized for high quality timbers, poles, piling or a similar higher economic purpose than the production of gum, at least 6 thrifty turpentine seed trees per acre, 10 inches or more d. b. h., shall be left uncut and undamaged. When the removal of worked-out and defective turpentine trees and trees of other species will not provide sufficient release for the remaining trees and additional thinnings are necessary, round or scarred turpentine trees may be cut, provided at least 150 turpentine trees per acre of approximately the same size as the trees which are cut are left uncut and undamaged and are well distributed over the cutting area.

(2) In stands on turpentine tree sites which contain insufficient turpentine trees to justify their use in the production of gum, either at present or within the next ten years, worked-out, scarred, and defective turpentine trees and trees of other species may be cut. On areas containing less than 200 turpentine trees per acre which are 8 feet or more in height, at least 6 thrifty turpentine seed trees per acre, 10 inches or more d. b. h., shall be left uncut and undamaged. Areas containing more than 200 round turpentine trees per acre, 8 feet or more in height, may be thinned down to not less than 200 such trees per acre, provided trees of approximately the same size as the trees which are cut are left uncut, undamaged and well distributed on the cut-over area.

(3) In stands where other than turpentine trees predominate, or in stands of turpentine trees in areas where there is no active market for gum products, a selective cutting system by individual trees or groups of trees should be used. In immature stands at least 50 percent of the trees over 8 inches d. b. h. shall be left uncut and undamaged, and if group selection is used individual clear-cut areas shall not exceed two and one-half acres in extent. Harvest cuttings with ample provision for restocking the cut-over area will be permitted on larger areas in mature stands, provided that at least 6 thrifty seed trees per acre, 10 inches or more d. b. h. for pine species, and 12 inches or more d. b. h. for other species, are left uncut and undamaged on the cut-over area.

(4) Deviations from the above cutting practices may be authorized in writing by the District Supervisor in cases where the producer is following a plan of management which is designed to provide equivalent production of future stands of timber and equivalent restocking of cut-over areas.

(5) In clear-cutting forest lands to convert them from forest growing to other agricultural use, there must be satisfactory evidence on the ground not later than 6 months after such cutting to show that the land is being developed for the proposed use. Decision as to qualification will be made not later than June 30, 1946.

(6) When the District Supervisor finds that cutting operations on any part or all of the cutting area do not meet the above timber cutting requirements or are contrary to good forestry practice, there shall be deducted from the payment earned by the producer $5.00 for each acre in excess of 5 acres on which these requirements are not met during the calendar year 1945, but the failure to meet such requirements shall not disqualify the producer from receiving the balance of any earned payment remaining after such deduction.

(7) When any trees having faces worked under this program are to be cut, the producer shall notify the Forest Service at least 15 days before cutting begins. Payment may be made on faces on trees which are cut after October 15, 1945 provided that before such trees are cut the producer has received written permission for such cutting from the District Supervisor.

(8) All producers shall notify the Forest Service prior to the close of this program of all cutting operations conducted during the calendar year on their turpentine farms and in other stands owned by them. Those producers desiring advice from Forest Service representatives on their cutting problems should ask the local Inspector for assistance at least 15

days in advance of any cutting operations.

(9) No payment will be made to a producer on any leased faces where the lessor does not meet the timber cutting requirements in stands of turpentine trees covered by the lease and being worked for naval stores production. In computing payment each lease shall be considered separately.

(e) *Face working requirements.* All faces worked must be on trees which meet the diameter requirements of paragraph (a) of this section.

(1) Streaks shall be made at no greater frequency than one per week, provided that during the months of May to September, inclusive, two streaks per week may be made.

(2) Faces must average, by tracts or drifts, at least 12 streaks by November 15, 1945.

(3) Total streaks per face, averaged by tracts or drifts, shall not exceed 18 inches in vertical measurement between shoulders of the first streak and shoulders of the last streak of the 1945 turpentine season: *Provided,* That for the duration of the war emergency the District Supervisor may approve heights up to 24 inches.

(4) Faces in any tract or drift which average, at the beginning of the 1945 turpentine season, 90 inches or more in vertical measurement at the highest side between the shoulders of the first streak and shoulders of the last streak will not qualify for payment.

(f) *General requirements.* Each producer shall assist representatives of the Forest Service in the administration of this program by (1) giving them free access to his turpentine farm or farms, (2) counting all faces and keeping written records thereof separately by tracts and drifts, (3) furnishing count records and satisfactory evidence of control of faces to the local Inspector prior to the time the crop analysis is executed, (4) declaring his interest in other turpentine farms and timber lands, (5) furnishing competent labor to assist the local Inspector in counting faces, (6) submitting a work sheet (Form No. NSCP-902) and executing a crop analysis (Form No. NSCP-904) and other prescribed forms, (7) keeping records of the number of streaks currently made on all faces in each tract or drift and furnishing such records upon request, (8) notifying the Forest Service promptly of any change in ownership or control after the crop analysis is executed, and (9) otherwise facilitating the work of the Inspector in checking compliance with the terms and conditions of this program.

§ 706.605 *Further conditions of payment, performance optional.* In addition to complying with the requirements of § 706.604, producers may elect to carry out during the 1945 turpentine season one or more of the following practices on any entire tract or drift of their turpentine farms and earn additional payments as set forth in § 706.606, if notice of such performance is indicated on the crop analysis.

(a) *Chemical stimulation tests.* Turpentine farms located in areas where frequent observation by members of the Southern Forest Experiment Station is economical may be selected for the experimental application of chemical stimulants to a portion of the faces (not in excess of one crop) currently being worked. The experiments are to be carried out in accordance with conditions prescribed by the Forest Service, and such conditions may permit deviations from the requirements of § 706.604 (a) In such cases payment will be made on not more than one face on trees under 14 inches d. b. h. and on not more than 2 faces on trees 14 inches or more d. b. h.

(b) *Selective cupping practice.* In areas containing sufficient trees to permit the selection of trees to be cupped, at least as many round trees as are cupped shall be left uncupped. The uncupped trees shall be round and 9 inches or more d. b. h. and not less than 25 such trees per acre shall be left, well distributed over the area, for future gum or wood production. Within such areas the District Supervisor may authorize in writing the installation of more than one face on trees which are 12 inches or more d. b. h.

(c) *Restricted cupping practice.* In areas containing 25 or more round turpentine trees 9 inches or more d. b. h per acre, well distributed over the area, which are intermingled with trees having one or more worked-out faces, cupping shall be restricted to back faces on previously worked trees and pick-up faces on scarred trees. No one tract or drift will be considered as qualifying under both paragraphs (b) and (c) of this section.

(d) *Repayment for selective or restricted cupping practices.* Faces installed and worked prior to this program in accordance with the requirements of paragraphs (b) or (c) of this section will qualify for additional payment, provided the face height at the beginning of the 1945 season is 30 inches or less. If there is a Naval Stores Conservation Program for 1946, such faces which are 30 inches or less in height at the beginning of the 1946 season, may continue to earn additional payments.

(e) *Conservative installation practice.* Cups and tins for virgin faces shall be installed in a manner that will prevent the leakage of gum. Incisions to hold the tins for such faces shall not penetrate into the wood of the trees more than one-half inch at the deepest point. Sufficient bark and wood may be removed from the trees below the tins for the placement of cups, but unnecessary or careless slabbing will be considered unsatisfactory. If tins are fastened to the tree, cut tacks, hook nails, scaffold nails, or similar easily removed devices shall be used.

(f) *Good elevating practice.* Cups and tins shall be installed on the face in a manner that will prevent the leakage of gum. Shallow incisions shall be used and tins shall be attached by cut tacks, hook nails, scaffold nails, or similar easily removed devices. The distance from the peak of the face to the tins at the beginning of the season shall not exceed 12 inches, and all nails and tins below the cup shall be removed.

§ 706.606 *General provisions relating to payments*—(a) *Rates of payment.* In connection with the utilization of land devoted to growing turpentine trees used in the production of gum, payment will be made to each producer operating his turpentine farm in accordance with the conditions set forth in this bulletin, at the following rates:

(1) 1¼ cents per face for each face worked in accordance with the provisions of § 706.604.

(2) 4 cents additional per face for each face in areas selected for chemical stimulation as prescribed in § 706.605 (a)

(3) 2 cents additional per face for each face installed under the selective cupping practice as prescribed in § 706.605 (b)

(4) 1 cent additional per face for each face installed under the restricted cupping practice as prescribed in § 706.605 (c)

(5) 1 cent additional per face for each face installed and worked as prescribed in § 706.605 (d)

(6) ¼ cent additional per face for each face installed under the conservative installation practice as prescribed in § 706.605 (e)

(7) ¼ cent additional per face for each face elevated under the good elevating practice as prescribed in § 706.605 (f)

(b) *Payments limited to $10,000.* The total of all payments made in connection with all programs for 1945 under section 8 of the Soil Conservation and Domestic Allotment Act, as amended, to any individual, partnership, or estate, with respect to turpentine farms, farms, and ranching units, situated within a single State, Territory or possesion, shall not exceed the sum of $10,000. The total of all payments made in connection with such programs to any person other than an individual, partnership, or estate, with respect to turpentine farms, farms, and ranching units situated in the United States, its Territories or possessions, shall not exceed $10,000.

All or any part of any payment which has been or otherwise would be made to any person under this program may be withheld or required to be refunded if he has adopted or participated in adopting any scheme or device designed to evade, or which has the effect of evading, the provisions of the $10,000 limitation.

(c) *Increase in small payments.* The total payment computed for any producer with respect to his turpentine farm shall be increased as follows:

(1) Any payment amounting to 71 cents or less shall be increased to $1.00;

(2) Any payment amounting to more than 71 cents but less than $1.00 shall be increased by 40 percent;

(3) Any payment amounting to $1.00 or more shall be increased in accordance with the following schedule:

Amount of payment computed:	*Increase in payment*
$1.00 to $1.99	$0.40
$2.00 to $2.99	.80
$3.00 to $3.99	1.20
$4.00 to $4.99	1.60
$5.00 to $5.99	2.00
$6.00 to $6.99	2.40
$7.00 to $7.99	2.80
$8.00 to $8.99	3.20
$9.00 to $9.99	3.60
$10.00 to $10.99	4.00
$11.00 to $11.99	4.40
$12.00 to $12.99	4.80
$13.00 to $13.99	5.20
$14.00 to $14.99	5.60
$15.00 to $15.99	6.00
$16.00 to $16.99	6.40
$17.00 to $17.99	6.80
$18.00 to $18.99	7.20
$19.00 to $19.99	7.60
$20.00 to $20.99	8.00
$21.00 to $21.99	8.20
$22.00 to $22.99	8.40
$23.00 to $23.99	8.60
$24.00 to $24.99	8.80
$25.00 to $25.99	9.00
$26.00 to $26.99	9.20
$27.00 to $27.99	9.40
$28.00 to $28.99	9.60
$29.00 to $29.99	9.80
$30.00 to $30.99	10.00
$31.00 to $31.99	10.20
$32.00 to $32.99	10.40
$33.00 to $33.99	10.60
$34.00 to $34.99	10.80
$35.00 to $35.99	11.00
$36.00 to $36.99	11.20
$37.00 to $37.99	11.40
$38.00 to $38.99	11.60
$39.00 to $39.99	11.80
$40.00 to $40.99	12.00
$41.00 to $41.99	12.10
$42.00 to $42.99	12.20
$43.00 to $43.99	12.30
$44.00 to $44.99	12.40
$45.00 to $45.99	12.50
$46.00 to $46.99	12.60
$47.00 to $47.99	12.70
$48.00 to $48.99	12.80
$49.00 to $49.99	12.90
$50.00 to $50.99	13.00
$51.00 to $51.99	13.10
$52.00 to $52.99	13.20
$53.00 to $53.99	13.30
$54.00 to $54.99	13.40
$55.00 to $55.99	13.50
$56.00 to $56.99	13.60
$57.00 to $57.99	13.70
$58.00 to $58.99	13.80
$59.00 to $59.99	13.90
$60.00 to $185.99	14.00
$186.00 to $199.99	(2)
$200.00 and over	(2)

[1] Increase to $200.
[2] No increase.

(d) *Assignments.* Any producer who may be entitled to any payment in connection with this program may assign his payment, in whole or in part, as security for cash loaned or advances made for the purpose of financing the making of a crop in 1945. No assignment will be recognized unless it is made in writing on Form ACP-69 in accordance with the instructions (ACP-70) issued by the Agricultural Adjustment Agency, witnessed, however, by an Inspector or a District Supervisor of the Forest Service and filed with the office of the appropriate District Supervisor of the Forest Service or with the Regional Office of the Forest Service, Atlanta, Georgia.

(e) *Administrative expenses.* No part of the payment for any turpentine farm shall be deducted for administrative expenses.

§ 706.607 *Application for payment*—(a) *Persons eligible to file applications.* An application for payment may be made by any producer who is actively engaged in the production of gum naval stores during the 1945 turpentine season. If one producer conducts the operation of a turpentine farm during a portion of the 1945 turpentine season and another producer conducts the operation of the turpentine farm during the remainder of the season, the producer who last conducts the operation should make the application: *Provided, however,* That, in the event of a mutual agreement between the original producer and the successor-producer to divide the payment, a joint application should be made.

(b) *Time and manner of filing applications and information required.* Payments will be made only upon applications submitted on or before June 30, 1946, on the prescribed form (NSCP-303) to a District or Regional Office of the Forest Service. Payment may be withheld from any producer who fails to file any form or furnish any information required with respect to any turpentine farm which is being operated by him.

§ 706.608 *Administration.* The Forest Service shall have charge of the administration of this program and is hereby authorized to make such determinations and to prepare and issue such bulletins, instructions, and forms as may be required to administer this program (subject to the approval of the Bureau of the Budget pursuant to the Federal Reports Act of 1942) pursuant to the provisions hereof, and the field work shall be administered by the Forest Service through the office of the Regional Forester, United States Forest Service, Glenn Building, Atlanta, Georgia.

NOTE: The record keeping and reporting requirements in this bulletin have been approved by the Bureau of the Budget pursuant to the Federal Reports Act of 1942.

Issued at Washington, D. C., this 12th day of January 1945.

WILSON COWEN,
Assistant War Food Administrator

[F. R. Doc. 45-873; Filed, Jan. 13, 1945; 11:13 a. m.]

Chapter XI—War Food Administration (Distribution Orders)

[WFO 15-13]

PART 1401—DAIRY PRODUCTS

CHEDDAR CHEESE

Pursuant to the authority vested in me by War Food Order No. 15, as amended (8 F.R. 1704, 5693, 9 F.R. 2072, 4321, 4319, 9584, 10 F.R. 103), it is hereby ordered as follows:

§ 1401.192 *Percentage of Cheddar cheese to be set aside in February 1945*—(a) *Definitions.* Each term defined in War Food Order No. 15, as amended, shall, when used herein, have the same meaning as set forth for such term in War Food Order No. 15, as amended.

(b) *Percentage.* Each person who is required by War Food Order No. 15, as amended, to set aside Cheddar cheese during February 1945 shall set aside, in said month, a quantity of Cheddar cheese equal at least to 30 percent of all Cheddar cheese produced by him in that month.

(c) *Effective date.* This order shall become effective at 12:01 a.m., e.w.t., February 1, 1945.

(E.O. 9280, 7 F.R. 10179; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; E.O. 9392, 8 F.R. 14783; WFO 15, as amended, 8 F.R. 1704, 5693, 9 F.R. 2072, 4321, 4319, 9584, 10 F.R. 103)

Issued this 13th day of January 1945.

C. W. KITCHEN,
Acting Director of Marketing Services.

[F. R. Doc. 45-921; Filed, Jan. 13, 1945; 5:01 p.m.]

[WFO 44, Amdt. 7]

PART 1465—FISH AND SHELLFISH

RESTRICTIONS ON 1944 PACK OF CANNED FISH

War Food Order No. 44, as amended (8 F.R. 4227, 8797, 9 F.R. 2409, 4321, 4319, 7301, 10624, 10 F.R. 103) is further amended as follows:

1. By deleting the provisions of § 1465.20 (b) (1) and inserting, in lieu thereof, the following:

(b) *Restrictions on canners.* (1) No canner may sell or deliver any canned fish of his 1944 pack except as permitted by the provisions of this order. The fish subject to the provisions of this order are, by classes, designated as follows:

Class 1. Salmon: Red, sockeye, or blueback (Oncorhynchus nerka). (For the period March 1, 1944, to March 31, 1945, both dates inclusive) Quota percentage pursuant to (b) (2) hereof: 70 percent.

Class 2. Salmon: Pink (Oncorhynchus gorbuscha). (For the period March 1, 1944, to March 31, 1945, both dates inclusive) Quota percentage pursuant to (b) (2) hereof: 70 percent.

Class 3. Salmon: Silver, silverside, medium red, or coho (Oncorhynchus kisutch). (For the period March 1, 1944, to March 31, 1945, both dates inclusive) Quota percentage pursuant to (b) (2) hereof: 70 percent.

Class 4. Salmon: King, chinook, or spring (Oncorhynchus tschawytscha). (For the period March 1, 1944, to March 31, 1945, both dates inclusive) Quota percentage pursuant to (b) (2) hereof: 60 percent.

Class 5. Salmon: Chum or keta (Oncorhynchus keta). (For the period March 1, 1944, to March 31, 1945, both dates inclusive) Quota percentage pursuant to (b) (2) hereof: 70 percent.

Class 6. Pilchard (Sardinia caerulea), by whatever name known, including, but not being limited to, sardines. (For the period March 1, 1944, to June 24, 1944, both dates inclusive) Quota percentage pursuant to (b) (2) hereof: 45 percent. (For the period June 25, 1944, to January 13, 1945, both dates inclusive) Quota percentage pursuant to (b) (2) hereof: 65 percent. (For the period Jan-

uary 14, 1945, to March 31, 1945, both dates inclusive) Quota percentage pursuant to (b) (2) hereof: 100 percent.

Class 7. Atlantic sea herring (Clupea harengus), by whatever name known, including, but not being limited to, sardines. (For the period March 1, 1944, to June 24, 1944, both dates inclusive) Quota percentage pursuant to (b) (2) hereof: 45 percent. (For the period June 25, 1944, to March 31, 1945, both dates inclusive) Quota percentage pursuant to (b) (2) hereof: 55 percent.

Class 8. Atlantic mackerel (Scomber scombrus). (For the period March 1, 1944, to June 24, 1944, both dates inclusive) Quota percentage pursuant to (b) (2) hereof: 45 percent. (For the period June 25, 1944, to March 31, 1945, both dates inclusive) Quota percentage pursuant to (b) (2) hereof: 55 percent.

Class 9. Pacific mackerel (pneumatorphorus, japonicus diego) and Pacific horse mackerel (Trachurus symmetricus). (For the period March 1, 1944, to June 24, 1944, both dates inclusive) Quota percentage pursuant to (b) (2) hereof: 45 percent. (For the period June 25, 1944, to January 13, 1945, both dates inclusive) Quota percentage pursuant to (b) (2) hereof: 55 percent. (For the period January 14, 1945, to March 31, 1945, both dates inclusive) Quota percentage pursuant to (b) (2) hereof: 100 percent.

2. By deleting the provisions of § 1465.20 (b) (2) and inserting, in lieu thereof, the following:

(2) Seventy percent, by net weight, of each canner's 1944 pack of each of the classes numbered 1, 2, 3, or 5 (designated in (b) (1) hereof) is hereby established as his respective quotas of the 1944 pack of such classes for sale or delivery to government agencies: *Provided*, That, for the purpose of making such computations, there shall not be considered as a part of the 1944 pack of any such class any portion thereof which, at 12:01 a. m., p. w. t., August 30, 1944, the particular canner has either (i) delivered to government agencies, or with respect to which he has submitted a written tender to government agencies in accordance with the conditions of a written contract; or (ii) has sold, or has on hand unsold which he is entitled to sell, pursuant to the provisions of this order, to persons other than government agencies. Sixty percent, by net weight, of each canner's 1944 pack of the class numbered 4 (designated in (b) (1) hereof) is hereby established as his quota of his 1944 pack of such class for sale or delivery to government agencies. Forty-five percent, by net weight, of each canner's 1944 pack of each of the classes numbered from 6 to 9, both inclusive (designated in (b) (1) hereof), for the period March 1, 1944, to June 24, 1944, both dates inclusive; fifty-five percent, by net weight, of each canner's 1944 pack of each of the classes numbered from 6 to 9, both inclusive (designated in (b) (1) hereof) for the period June 25, 1944, to January 13, 1945, both dates inclusive; fifty-five percent, by net weight, of each canner's 1944 pack of each of the classes numbered 7 or 8 (designated in (b) (1) hereof) for the period January 14, 1945, to March 31, 1945, both dates inclusive; and one hundred percent, by net weight, of each canner's 1944 pack of each of the classes numbered 6 or 9 (designated in (b) (1) hereof) for the period January 14, 1945, to March 31, 1945, both dates inclusive, are hereby established as each canner's respective quotas of his 1944 pack of each of the said classes numbered 6 to 9 inclusive, for sale or delivery to government agencies. No canner may sell or deliver, in the aggregate, to government agencies, a total quantity, by net weight, of his 1944 pack of any class of canned fish (designated in (b) (1) hereof) in excess of a quantity of canned fish equal to the percentage of his 1944 pack of such class plus sixty thousand pounds by net weight, of the canned fish of such class.

The provisions of this amendment shall become effective at 12:01 a. m., p. w. t., January 14, 1945. With respect to violations, rights accrued, liabilities incurred, or appeals taken under said War Food Order No. 44, as amended, prior to the effective time of the provisions hereof, the provisions of said War Food Order No. 44, as amended, in effect prior to the effective time hereof shall be deemed to continue in full force and effect for the purpose of sustaining any proper suit, action, or other proceeding with regard to any such violation, right, liability, or appeal.

(E.O. 9280, 7 F.R. 10179; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; E.O. 9392, 8 F.R. 14783)

Issued this 13th day of January 1945.

WILSON COWEN,
Assistant War Food Administrator

[F. R. Doc. 45-919; Filed, Jan. 13, 1945; 5:01 p. m.]

[WFO 54-4, Amdt. 7]

PART 1401—DAIRY PRODUCTS

DRIED SKIM MILK

War Food Order No. 54-4, as amended (9 F.R. 4675, 7040, 9526, 10239, 11927, 12579, 13703) is hereby further amended by inserting at the end of § 1401.179 (b) the following additional sentence: "Each producer shall set aside in each of the months of February and March 1945 a quantity of spray dried skim milk equal to 50 percent of all spray dried skim milk produced by such person during the respective calendar month."

This order shall become effective at 12:01 a. m., e. w. t., February 1, 1945. With respect to violations, rights accrued, liabilities incurred, or appeals taken under said War Food Order No. 54-4, as amended, prior to the effective time of the provisions hereof, the provisions of said War Food Order No. 54-4, as amended, in effect prior to the effective time hereof shall be deemed to continue in full force and effect for the purpose of sustaining any proper suit, action, or other proceeding with regard to any such violation, right, liability, or appeal.

(E.O. 9280, 7 F.R. 10179; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; E.O. 9392, 8 F.R. 14783; WFO 54, 8 F.R. 7210, 9 F.R. 2875, 4321, 4319, 9584, 10 F.R. 103)

Issued this 13th day of January 1945.

C. W KITCHEN,
Acting Director of Marketing Services.

[F. R. Doc. 45-920; Filed, Jan. 13, 1945; 5:01 p. m.]

TITLE 10—ARMY WAR DEPARTMENT

Chapter VIII—Supplies and Equipment

[Procurement Regs. 2, 3, 6, 7, 8, 9, 11, 12, 13 and 16]

MISCELLANEOUS AMENDMENTS

The following amendments and additions to the regulations contained in Parts 802, 803, 806, 808, 809, 811-813, 816, 821, 823-825, 827 and 829 are hereby prescribed. These regulations are also contained in War Department Procurement Regulations dated 5 September 1942 (9 F.R. 8363 [1]) as amended by Revision 44, 11 January 1945, the particular regulations being Nos, 2, 3, 6, 7, 8, 9, 11, 12, 13 and 16.

In section numbers the figures to the right of the decimal point correspond with the respective paragraph numbers in the procurement regulations.

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

[SEAL] ROBERT H. DUNLOP,
Brigadier General,
Acting The Adjutant General.

Subchapter A—Procurement

[Procurement Reg. 2]

PART 802—GENERAL PURCHASE POLICIES

SUBPART C—CONTRACT PRICE POLICIES

1. Paragraphs (b) and (c) of § 802.230 are amended to read as follows:

§ 802.230 *Basic objectives.* * * *

(b) *Profit control.* In spending public money the War Department has the duty to see that its purchases are made at fair prices. In addition, pursuant to the Renegotiation Act, the War Department is charged with the responsibility for eliminating excessive profits on renegotiable business of contractors assigned to it for renegotiation. In many cases, skillful and careful negotiation of contracts will prevent excessive profits from accruing and make their renegotiation unnecessary.

(c) *Inflation.* For many types of military commodities ordinary methods of price control by maximum price regulations, formulas and ceilings become extremely complex and difficult to administer, and divide procurement responsibility. At the request of the War and Navy Departments the Office of Price Administration has agreed to refrain from further extending its price control over strictly military items, and in return the War and Navy Departments have undertaken the responsibility for maintaining control of prices in this limited exempted area. (See § 811.1132 (b))

2. In § 802.232, paragraphs (a), (c) (2) and (e) (1), (2), (3) and (4) are amended to read as follows:

§ 802.232 *Cost-plus-a-fixed-fee contracts.* * * *

(a) *Disadvantages.* Fixed-fee contracts have the following disadvantages:

(1) The fixed-fee contracts does not encourage efficiency to the same extent as the closely priced fixed price contract. While the fixed-fee contractor is obligated to perform in an efficient manner, he does not have the same direct financial inducement to economize in the use of materials, machinery or manpower, or to keep down material and labor costs, or to use ingenuity and inventiveness in finding substitutes and improvements.

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[1] See also 9 F.R. 9460, 9585, 10944, 12242, 13315, 14159.

(2) Such contracts require uneconomical use of auditing and administrative personnel, both by the Government and the contractor, in checking and rechecking vouchers, in auditing and allocating costs and in adjusting accounting questions.

(3) The financial pressures which usually restrain a fixed price contractor in competing for labor and accumulating inventories do not apply to the same extent to the fixed-fee contractor.

* * * * *

(c) *Conditions on use.* * * *

(2) Whenever it appears that the conversion of the contract at a later time may be feasible, the contract will include a provision for its conversion as soon as practicable to a fixed price basis. (See § 812.1225)

* * * * *

(e) *Existing contracts.* (1) Whenever practicable, existing cost-plus-a-fixed-fee contracts will be amended to convert them to a fixed price basis. Special effort to obtain such conversions will be made because the change offers an opportunity to obtain more efficient production or appears otherwise to be of special advantage to the Government. Ordinarily, such conversion will take place by supplemental agreement substituting for the cost-plus-a-fixed fee contract a fixed price contract covering the whole performance of the contract, effective retroactively to the beginning of the performance. Such a retroactive conversion will assist in avoiding complicated and time-consuming allocations of costs, inventory and preparatory expense. However, in appropriate cases conversions may be made effective from some stated point in the performance of the cost-plus-a-fixed-fee contract.

(2) One purpose of the War Department in converting cost-plus-a-fixed-fee contracts to a fixed price basis is to develop lower prices and costs and greater efficiency in the utilization of manpower and capacity, not only under the contract which is being converted but also under future contracts for similar products. It is, therefore, the policy to convert wherever, on an overall appraisal of the situation, such conversion is practicable. This principle is subject to the limitation that conversion will not be deemed to be practicable (i) if there will be undue interference with production for the purpose of taking inventory, (ii) if the proposed conversion will take place at an unduly late stage of production, or (iii) if the conversion involves disproportionate accounting work with respect to past periods of production. A conversion will not be made where only an unsubstantial portion of the contract remains to be performed unless the prior approval of the Director, Purchases Division, Headquarters, Army Service Forces, has been obtained.

(3) The circumstances of such conversions will obviously vary and accordingly the considerations to be taken into account in determining a fixed price at which the contract is to be performed cannot be prescribed in specific terms applicable to each case. While the conversion of a cost-plus-a-fixed-fee contract to a fixed price basis frequently involves problems which are not present in the original negotiation of a fixed price contract, the problem of fixing of price is in many respects the same as that involved in fixing the price upon the original negotiation of a contract. Therefore, Government representatives, in determining the fixed price, will be expected to give weight to the general factors relating to pricing ordinarily employed in connection with a fixed price contract as discussed in Army Service Forces Manual M-601, "Pricing in War Contracts."

(4) Although a fixed price, properly determined, will usually result in lower expenditure by the Government than on a cost-plus-a-fixed-fee basis, in some instances it may be to the interest of the Government to convert cost-plus-a-fixed-fee contracts for various reasons other than expected monetary saving. Therefore, the policy in favor of conversion may be carried out even in those cases where a price must be set for the first period of deliveries after the conversion which appears to be higher than the unit costs plus unit fee being paid on the cost-plus-a-fixed-fee basis at the time of the conversion. The price for the first period of deliveries after conversion may be necessitated by the increased risks to which the contractor is subject, but opportunity may exist over the life of the contract for savings to develop for the Government as a result of increased efficiency. In cases where the fixed price is higher than the unit costs plus the fee on the cost-plus-a-fixed-fee basis, every effort will be made to include standard articles for forward price adjustment on a fixed or optional periodic basis, assuming the conditions prescribed for the use of such articles can be satisfied. This will tend to create pressure upon the contractor to reduce his costs by making more efficient use of materials, labor and facilities. To prevent the realization of excessive profits, reliance will also be placed upon price adjustment procedures.

[Procurement Reg. 3]

PART 803—CONTRACTS

SUBPART B—AUTHORITY TO MAKE AWARDS, CONTRACTS, AND MODIFICATIONS THEREOF; REQUIRED APPROVALS

1. In § 803.304 (a) subparagraph (1) is amended by adding new subdivisions (viii) and (ix), redesignating former subdivision (viii) to read (x) amending (x) by deleting "Contract Adjusting Royalties (see § 813.1329);" and subparagraph (3) is amended to read as follows:

§ 803.304 *Definitions*—(a) *Standard forms of contract.* * * *

(1) * * *

(viii) Patent Rights Contracts.

Contract Adjusting Royalties (See § 813.1329).

Patent Release and License Contract (See § 813.1330).

Patent Release and License Contract (See § 813.1331).

Patent Release and Assignment Contract (See § 813.1332).

Patent Release Contract (See § 813.1333).

(ix) Contracts for use in connection with termination of contracts—see Part 849 of this chapter.

(x) Miscellaneous Contracts

Defense Supplies Corporation (See § 813.1311).

Metals Reserve Company (See § 813.1311a).

War Supplies Limited (See § 813.1313).

Government-Owned Equipment Rental Agreement (See § 813.1314).

Invitation, Bid and Acceptance (Sale of Property and Waste Material) (See § 813.1320).[1]

Contract of Sale of Property (See § 813.1320a).[1]

Letter of Commitment (Raw Materials under CMP) (See § 813.1323).

* * * * *

(3) The forms of contract enumerated below are (1 January 1945) in use by the various offices named. Except where the particular form was approved under subparagraph (2) by memorandum or indorsement, in which case the precise terms approved together with any conditions on their use will appear from the pertinent file, it may be assumed that that version of the form was approved (subject to all requirements of the regulations in this chapter) which on 1 January 1945 was authorized by the technical service or staff division involved for use by personnel under its jurisdiction.

Office of the Chief of Chemical Warfare Service:

Short Form Research Contract (consideration nominal)

Negotiated Sale Contract

Office of the Chief of Engineers:

Engineer Form No. 84.	Release of Claim for Additional Fee
Engineer Form No. 85.	Release of Claim for Additional Fee to Extent only of Joint Venturer
W. D. (Engineers) Form No. 17.	Hire by Government of Plant or Equipment.
W. D. (Engineers) Form No. 520.	Contract for Reconditioning Construction and Maintenance Equipment
W. D. (Engineers) Form No. 715.	War Department Lease of United States Property (Military Industrial Facilities)
W. D. (Engineers) Form No. 843.	Contract for Dismantling, Demolition and Removal

Office of the Chief of Ordnance:

Notice of Award

Equipment Lease Form

Sale of Scrap (Allocated)

Gage Repair Contract

"Drive-Away" Carrier, Repair Services

Letter Order for Emergency Supplies

Master Facilities Lease

Contract for Spare Parts and Military Publications

Recognizing the Assignment of Contracts

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[1] To be used in accordance with instructions appearing in the cited section.

Office of the Quartermaster General:

QMC Form No. 300.	Purchase Order for Use in Purchasing Certain Food Supplies.
QMC Forms No. 315, 315b, and 316 (Tentative).	Invitation, Bid and Acceptance Form for Purchasing Coal
Uniform Burial Contract QMC Form No. P642.	Contract for Purchasing Lubricating Oils and Greases
QMC Form No. 1013.	Contract for Warehouse Services
QMC Form No. 1029.	Federal Emergency Warehouse Association Contract
QMC Form No. 1048.	Research and Development Contract

Office of the Chief Signal Officer:

O. C. S. O. Form No. 6-D.	General Contract for Purchase Order
W. D. S. C. Form No. 57.[1]	Trunkline and other Communication Facilities and Services
W. D. S. C. Form No. 134.[1]	Contract for Communication and Electric Time Facilities and Services
W. D. S. C. Form No. 1137.	Telephone Service Order
W. D. S. C. Form No. 1165.[1]	General Contract for Commercial Telephone Service Similar to that Furnished the Business Public
A. T. & T. Co. Form C276C (5-37).[1]	Application for Private Line Service or Channel

Letter Order for Supplies (No Price Stated)
Letter Contract for Motion Picture Training Film
Contract for Motion Picture Training Film
Letter Order for Stock Film and Sound Track
General Contract for Operation and Maintenance in connection with Army Telephone Systems[1]
Contract for Maintenance in Connection with Army-Owned Teletypewriter Equipment
Government-Owned Equipment Rental Agreement

Office of the Surgeon General:

S. G. Form No. 1-H.	Supply Contract
S. G. Form No. 2-D.	Long Term Supply Contract
S. G. Form No. 3-D (and Appendix "1").	Purchase Order
S. G. Form No. 891.	Blood Plasma Contract

Office, Director of Personnel:
Contract for Correspondence Instruction
Contract for Radio and Phonograph Recordings

Service Commands:
Contract for Training in Medicine and Dentistry
Contract for Training in Veterinary Medicine
Training Unit Contract
Boiler Inspection Contract
Contract for Inspection and Maintenance of Automatic Fire Alarm Systems
Laundry and Dry Cleaning Contract; Hospital Laundry Contract (see Part Two, ASF Circular No. 128, 8 May 1944)

2. Section 803.308h is amended in the following respects: Paragraphs (b) and (f) are amended; in paragraph (d) the introductory text of subparagraph (1) immediately preceding subdivision (i), and subparagraph (4) are amended to read as follows:

§ 803.308h *Defective, informal and quasi-contracts.* * * *

(b) *Investigation of claims under statute.* The chiefs of the several technical services will arrange for the prompt investigation of all claims which may come within the purview of section 17 of the Contract Settlement Act of 1944. Claims under this section shall be in such form and supported by such documentary evidence as the chief of the technical service deems appropriate under the circumstances of individual cases. If the chief of the technical service concerned is of the opinion that any such claim is without merit or if the Director, Purchases Division, withholds approval of any claim recommended by the chief of the technical service under the provisions of paragraph (e) of this section, such claim will be denied by the chief of the technical service by written notice to the claimant which will be sent by registered mail, return receipt requested. A copy of each such notice together with a copy of the claim and supporting papers and a brief statement of the circumstances of the investigation made by the technical service will be transmitted to the Judge Advocate General (attention Litigation Division) Such brief statement should include the names and permanent addresses of any witnesses relied upon by the technical service in denying such claim. Whenever the chief of the technical service is advised of the filing of an appeal or suit authorized by section 17 (c) with respect to a claim denied by him, he shall promptly transmit such information to the Judge Advocate General (attention Litigation Division)

* * * * *

(d) *Action under section 17 by the technical service.* (1) The chief of any technical service may take or approve any action authorized by subsections (a) and (b) of section 17 of the Contract Settlement Act of 1944, if there was in existence at the time of the furnishing or arranging to furnish any materials, services and facilities in question, a valid, formal contract between the Government (acting through the technical service in question) and the person claiming the benefit of section 17, *Provided,* That:

* * * * *

(4) The chief of the technical service will make a written report promptly to the Director, Purchases Division, Headquarters, Army Service Forces, of each action taken pursuant to the authority granted by this paragraph which involves in excess of $500. Such report will contain the following:

(i) A copy of the supplemental agreement or contract constituting the action;

(ii) A brief statement of facts and evidence upon which such action is based; and

(iii) A statement of the reasons why such instructions were not formalized at the time they were given.

* * * * *

(f) *Form of contract or supplemental agreement.* Unless otherwise authorized by the Director, Purchases Division, Headquarters, Army Service Forces, each contract or supplemental agreement executed or proposed for execution under the authority of section 17 of the Contract Settlement Act of 1944 will contain the provisions mentioned below (in addition to provisions which may be specially pertinent to the particular case) In the case of supplemental agreements it will not, of course, be necessary to repeat any standard clause referred to below if the original contract already contains that clause.

(1) Recitals of the principal facts and circumstances which justify a finding that the action taken is within the scope of section 17 of the Contract Settlement Act of 1944, including a statement in cases of action within the scope of subsection (a) of such section 17, that the materials, services or facilities in question were related to the prosecution of the war.

(2) Recital that the execution of the contract or supplemental agreement has been authorized by or in behalf of the Secretary of War pursuant to the authority of the Contract Settlement Act of 1944.

(3) A provision enumerating and describing the materials, services or facilities which the contractor has furnished or delivered and setting forth the actual delivery schedule.

(4) A provision whereby the contractor releases and discharges the Government of and from all liabilities for furnishing or arranging to furnish the described materials, services or facilities.

(5) A provision stating that by the execution of the agreement the contractor warrants that, in furnishing the described materials, services or facilities, it complied with State and Federal laws concerning the health, safety, security and employment standards of the employees involved, and with all provisions required by Federal law or Executive order to be incorporated in War Department contracts for procurements of this nature.

(6) The patent indemnity provisions (see § 803.335) and patent license provisions (relating to research or development work) which would apply if the procurement were being contracted for in the usual manner, modified so far as necessary in the light of the fact that the materials, services or facilities have already been furnished.

(7) The contract provisions appearing at § 803.322 (Officials not to benefit), § 803.323 (Convenant against contingent fees) § 803.326 (Disputes), and § 813.1301 (w) (Definitions), and the first sentence of § 813.1301 (h) (Payments), and subparagraph (1) of § 803.342 (a) (Renegotiation)

SUBPART C—FORMALITIES IN CONNECTION WITH EXECUTION OF CONTRACTS AND MODIFICATIONS THEREOF

1. In § 803.309, paragraph (a) is amended and an undesignated paragraph is added to paragraph (b) (4), as follows:

§ 803.309 *Numbering contracts*—(a) *When required.* (1) Every formal con-

[1] It is emphasized that these forms should contain the standard clauses set forth in §§ 803.323 and 803.325, and General Condition 12 of W. D. Contract Form No. 47 (§ 813.1317c (b)).

tract (see § 803.303 (b)) involving the receipt or expenditure of public moneys will be numbered.

(2) Every informal contract (see § 803.303 (c)) involving the receipt or expenditure of public moneys will be numbered when:

(i) The actual or estimated amount involved is $5,000 or more, or

(ii) It is contemplated that more than one payment (or receipt) will be involved, regardless of the amount involved.

(3) The provisions of subparagraph (1) are not applicable to delivery orders evidencing interbranch or interdepartmental purchases (see § 806.605a and Subpart C of Part 806 of this subchapter) Such delivery orders need only be given such designation as may be prescribed by the chiefs of the technical services. If, however, it is contemplated that any such order will involve more than one payment, it must be numbered in accordance with paragraph (b) of this section or § 803.318b (e) unless the procedure prescribed in subparagraph (3) of § 803.318 (a) is followed.

(b) *System.* * * *

(4) * * *

As to numbering of contracts of sale by the War Department, see § 821.113.

2. Section 803.309a is added as follows:

§ 803.309a *Identification of subcontracts.* Section 803.309 prescribes a numbering system for prime contracts with the War Department; it does not prescribe a numbering system for subcontracts (including purchase orders) under such prime contracts. It is desirable, however, that subcontracts be properly identified and tied-in with the prime contracts to which they respectively relate. Accordingly, contracting officers will urge contractors holding prime contracts with the War Department to include in their subcontracts, so far as practicable, a reference to the number of the prime contract involved. Prime contractors will also be asked to urge their subcontractors to include a reference to the number of the applicable prime contract in sub-subcontracts; and so on down the line. This practice will materially assist in accounting and auditing and particularly in the settlement of terminated subcontracts of all tiers.

SUBPART E—CONTRACT PROCEDURE WITHIN THE SERVICE COMMANDS

1. In § 803.318b, paragraph (c) (1) is amended by changing subdivision (ii) to read as follows and adding subdivision (xi) and by adding paragraph (g) as follows:

§ 803.318b *Contract procedure.* * * *

(c) (1) * * *

(ii) Contracts which are executed under the supervision of the commanding generals of the service commands and which are to be financed under an open allotment (see Chapter 5, section I, of the War Department Fiscal Code, TM 14-700) are to be regarded as service command contracts.

* * * * *

(xi) When pursuant to the provisions of Circular 333, W.D., 1944, responsibility for the direction and supervision of performance of contracts is transferred from the commanding general of a service command to the Commanding General, Army Air Forces, such contracts are to be considered, after such transfer, as AAF contracts rather than service command contracts, regardless of the preceding provisions of this subparagraph (1).

* * * * *

(g) *Identification of subcontracts under service command contracts.* See § 803.309a.

2. Section 803.318c is amended to read as follows:

§ 803.318c *Service command utility contracts.* (a) Utility contracts, for the purpose hereof, whether including connection charges or not, are defined as those for the procurement of electricity, gas, water, sewage disposal, steam, railroad track maintenance and switching service, inspection and maintenance of fire alarm systems, boiler inspection and maintenance of elevators.

(b) All utility contracts and changes or supplemental agreements thereto entered into by service commands which require approval of higher authority pursuant to § 803.306 (a) to (d) will be referred by the commanding general of the service command direct to the Office of the Chief of Engineers, Attention: Repairs and Utilities Branch, New War Department Building, Washington 25, D. C. Such contracts will be reviewed by the Office of the Chief of Engineers for engineering and rate features, matters of policy and legal sufficiency and approved or returned for revision. Prior to reference to the Chief of Engineers such contracts will be referred to the Repairs and Utilities Divisions of the service command for review of engineering and rate features. The action taken and comments made by Repairs and Utilities Divisions will be made a part of the file forwarded to the Chief of Engineers for review.

Any such utility contract or modification thereof requiring approval pursuant to § 803.306 (a) to (d) will contain a provision that it is subject to the approval of the Chief of Engineers and will not be binding until so approved. Prior to such approval any required approval by the Purchases Division, Headquarters, Army Service Forces, will be obtained by the Chief of Engineers. Provisions of this paragraph shall not be construed to interfere with or supersede the provisions of § 803.394, and in accordance with § 803.394 (e) any utility contract which is of the character described in § 803.394 (b) will also contain a provision that it is subject to approval by the War Department Power Procurement Officer or the Deputy War Department Power Procurement Officer and will not be binding until so approved.

(c) See § 803.397 (a) and (c) with respect to Army Air Forces and Engineer utility contracts, respectively.

(d) *Service command utility contract procedure.* The procedure set forth in paragraph (b) of this section does not affect the execution, numbering and distribution of service command utility contracts as provided for in § 803.318b.

SUBPART H—MANDATORY AND OPTIONAL CONTRACT PROVISIONS

In § 803.324, paragraph (h) of the contract form is amended to read as follows:

§ 803.324 *Uniform termination article.* * * *

ARTICLE ___. *Termination at the option of the Government.* * * *

(h) For the purposes of paragraphs (d) (2) and (d) (3) hereof, the amounts of the payments to be made by the Government to the contractor shall be determined in accordance with the Statement of Principles for Determination of Costs upon Termination of Government Fixed Price Supply Contracts approved by the Joint Contract Termination Board, December 31, 1943, as amended by Regulation No. 5 of the office of Contract Settlement dated September 30, 1944. The contractor for a period of three years after final settlement under the contract shall make available to the Government at all reasonable times at the office of the contractor all of its books, records, documents, and other evidence bearing on the costs and expenses of the contractor under the contract and in respect of the termination of work thereunder.

SUBPART L—MISCELLANEOUS

1. In § 803.394, paragraph (e) is amended to read as follows:

§ 803.394 *Contracts for electric power.* * * *

(e) *Required provision in contracts and supplements.* All contracts and supplements of the character referred to in paragraph (b) of this section will contain a provision that the contract or supplement is subject to the approval of the War Department Power Procurement Officer or Deputy War Department Power Procurement Officer and will not be binding until so approved. Such contracts and supplements which are Army Air Forces utility contracts (see § 803.397 (a)) will be forwarded as provided in § 803.397 (a) to the War Department Power Procurement Officer for approval. Such contracts and supplements which are not Army Air Forces utility contracts (see § 803.397 (a)) will be forwarded through the Repairs and Utilities Division of the Service Command to the War Department Power Procurement Officer, Office of the Chief of Engineers, for approval.

2. Sections 803.397, 803.398 and 803.398a are added, as follows:

§ 803.397 *Utility contracts*—(a) *Army Air Forces utility contracts.* (1) Army Air Forces utility contracts are those utility contracts, as defined in § 803.318c (a), which affect Class III installations and which (i) are not of general or regional application or (ii) do not primarily affect Class I, II and IV installations. Army Air Forces utility contracts are the responsibility of the Commanding General, Army Air Forces, subject, however, to the provisions of §§ 803.306 (a) through (d) and 803.394. Army Air Forces commanding officers, however, may request the advice and assistance

of Service Command Engineers in connection with Army Air Forces utility contracts.

(2) Any Army Air Forces utility contract requiring approval of higher authority, will be referred by the commanding officer of the Class III installation concerned through Army Air Forces command channels to the Director, Purchases Division, Headquarters, Army Service Forces. If approval of any such contract is required under § 803.394, it will contain the approval provision required by § 803.394 (e) and will be forwarded by the Director, Purchases Division, to the War Department Power Procurement Officer for necessary action.

(b) *Service command utility contracts.* Utility contracts, as defined in § 803.318c (a), other than Army Air Forces utility contracts, are the responsibility of the Commanding Generals of the service commands. In this connection see § 803.318c.

(c) *Engineer utility contracts.* Notwithstanding the provisions of paragraphs (a) and (b) of this section, if utility contracts, as defined in § 803.318c (a), are required during construction at Class I, II, III or IV installations, under the jurisdiction of the Chief of Engineers, such contracts will be entered into by Engineer contracting officers and administered as Engineer contracts until transferred to Army Air Forces or service command jurisdiction.

§ 803.398 *Certification by contracting officers, under cost-plus-fixed-fee contracts, of unusual items likely to be questioned.* (a) Experience has shown that in connection with the administration of many cost-plus-fixed-fee contracts a number of items of reimbursement are claimed by contractors which are unusual in nature and consequently require special attention of the contracting officer in making his administrative determination of whether the contractor is entitled to reimbursement therefor. Because of the possibility of subsequent inquiries by the General Accounting Office concerning reimbursement of such items, the procedure prescribed in paragraph (b) below will be followed. The following are illustrations of the types of items of this nature:

Attorneys' fees
Accountants' fees
Bonuses and special payments to employees
Cafeteria and other special activity losses or expenses
Check-cashing fees or other expenses in connection therewith.
Expense of recruiting employees and transporting them to the site of work
Employee morale expenses
Losses not covered by insurance
Membership fee in Associations
Publications, including technical manuals, war law and labor services
Travel expenses

(b) Where in the judgment of the contracting officer, the item claimed is of the nature described in paragraph (a) above, the contracting officer will prepare and place in his files a memorandum setting forth in detail all pertinent facts and the particular reasons for approving reimbursement, including the nature of the expenditure and the necessity for its being made in connection with the contract. This memorandum will provide a basis for justifying the contracting officer's action if the item is later questioned by the General Accounting Office.

(c) Should the item in question be the subject of either an informal inquiry or a formal exception, the reply thereto may include a copy of the memorandum above mentioned. Should the matter of clearing any question raised by the General Accounting Office require the attention of higher authority, a copy of the memorandum will be furnished to assist in such clearance.

§ 803.398a *Reimbursement under cost-plus-fixed-fee supply contracts of contributions to charitable or community organizations.* (a) Supplemental Cost Interpretation No. 9, as originally issued 9 December 1942 and as published in paragraphs 263–267 of TM 14–1000 ("Administrative Audit Procedures for Cost-Plus-A-Fixed-Fee Supply Contracts") provided for the reimbursement of CPFF supply contractors for contributions to charitable or community organizations under certain limitations. In a decision of the Comptroller General, B–35488, 15 August 1944, the allowance of contributions to charitable or community organizations was questioned, and, in the particular case, the contribution was disallowed. Disbursing officers are now being instructed not to pay vouchers representing reimbursement of costs based upon contributions, even though the contract incorporates by reference TD 5000 and the costs are allowable under the provisions of Supplemental Cost Interpretation No. 9.

(b) Nevertheless, contracting officers are not necessarily required, because of the decision of the Comptroller General, to refuse to certify vouchers for reimbursement of such contributions if contractors appear otherwise to be entitled to such reimbursement under the terms of their contracts and in accordance with Supplemental Cost Interpretation No. 9. If in any case a voucher is to be certified in accordance with Supplemental Cost Interpretation No. 9, a separate voucher covering such item only will be prepared to which there will be attached a statement that the voucher has been certified in accordance with this section. Any voucher so certified will not be submitted to the disbursing officer but will be returned to the contractor.

[Procurement Reg. 6]

PART 806—INTERBRANCH AND INTERDEPARTMENTAL PURCHASES

SUBPART B—INTERBRANCH PROCUREMENT

1. In § 806.605c, paragraph (g) is amended and paragraph (h) is added, as follows:

§ 806.605c *Standard master ship repair contract.* * * *

(g) A Joint Board, consisting of one representative each for the Secretary of War, the Secretary of the Navy and the War Shipping Administrator, has been constituted pursuant to the provisions of Article 5, subparagraphs (b) (ii) and (d) of TC Form No. 103 for the purpose of making recommendations as set forth in said subparagraphs.

(h) The contracting officer for the War Department shall act jointly with the contracting officers for the Navy Department and War Shipping Administration to formulate policies and obtain uniformity of interpretation, administration and billing rates.

2. The table in § 806.605d is amended to read as follows:

§ 806.605d *Indefinite quantity contracts executed by the Office of the Quartermaster General.* * * *

INDEFINITE QUANTITY CONTRACTS EXECUTED BY OFFICE OF QUARTERMASTER GENERAL

Supply Bulletin No.	Date	Commodity	Contract Period	Contract Symbol No.	Contractor	Area Serviced	Applicability
10-188	Jan. 45	Oil, Engine (United States Army Spec. 2-104 B, Amendment No. 2.)	1 Jan. 1945 to 31 July 1945.	W 44-109-qm-342	The Texas Co.	Continental United States, exclusive of Arizona, California, Colorado, Illinois, Nevada, Oregon, and Washington.	All War Department activities within continental United States (not including Alaska) for domestic consumption, exclusive of maneuvers ordered by Army Ground Force Headquarters.
				W 44-109-qm-338	Shell Oil Co. Inc.	California, Oregon, and Washington.	
				W 44-109-qm-341	Shell Oil Co. Inc.	Illinois	
				W 44-109-qm-339	Standard Oil Co. of California.	Arizona and Nevada	
				W 44-109-qm-340	Standard Oil Co. of California.	Colorado	

INDEFINITE QUANTITY CONTRACTS ENTITLED BY OFFICE OF QUARTERMASTER GENERAL—C[illegible] 1.

Supply Bulletin No.	Date	Commodity	Contract Period	Contract Symbol No.	Contractor	Area [illegible] 1	Applicability
10-87 (and Change No. 1).	5 July 44 (2 Nov. 44).	Books	Fiscal year 1945.	See Supply Bulletin No. 10-87 and Change No. 1)	[illegible] United States and [illegible]	General utilization by the War Department and the Military Class.	
		Malt	1 Jan. 1945 to 31 Mar. 1945.	W 11-[illegible]-qm-[illegible]2.	Hamilton Syrup Company, Hamilton, Pa.	[illegible] Military District of Washington.	All Branches of the War Department.
				W 11-[illegible]-qm-[illegible].	Anheuser-Busch, Inc., 721 Pestalozzi St., St. Louis, Mo.	4th service Command.	
				W 11-[illegible]-qm-[illegible].	Blatz Brewing Co., Walker and Weyse Sts., Chicago, Ill.	6th service Command.	
				W 11-[illegible]-qm-[illegible].	Standard Brewing, Inc., War Food & Supply Dept., [illegible] Ave., New York, N. Y.	2nd, 7th, 8th and 9th Service Command.	
10-94 (and Change No. 2).	18 July 44 (12 Oct. 44).	Compressed yeast	Fiscal year, 1945.	W 11-[illegible]-qm-[illegible].	Fleischmann Yeast Corp., Co. [illegible], Hollins Ferry Road, P. O., Baltimore, Md.	[illegible] service Command.	All Branches of the War Department.
				W 11-[illegible]-qm-[illegible].	Vermont Yeast Co., 103 Cambridge St., Boston, Mass.	1st service Command.	
				W 11-[illegible]-qm-[illegible].	Standard Brands, Inc., [illegible] Madison Ave., New York, N. Y.	4th, 6th and 9th service Command.	
				W 11-[illegible]-qm-[illegible].	Anheuser-Busch, Inc., 721 Pestalozzi St., St. Louis, Mo.	2nd & 7th Service Command & Military District of Washington.	
				W 11-[illegible]-qm-[illegible].	Red Star Yeast & Products Co., [illegible] St., Milwaukee, Wis.	3rd & 9th Service Command.	
10-96	19 July 44	Paper rolls, for cash registers.	Fiscal year, 1945.	W 23-[illegible]-qm-[illegible].	National Cash Register Co., Main and K Sts., Dayton, Ohio.	See Supply Bulletin No. 10-[illegible]	All [illegible]

[1] Change No. 1, 16 Aug. 44, to Supply Bulletin No. 10-94 has been rescinded. Change No. 2 relates to Contract W 11-[illegible]-qm-[illegible].

SUBPART C—INTERDEPARTMENTAL PURCHASES

1. In § 806.606, paragraph (e) is amended, the heading of paragraph (h) is amended, and the list in paragraph (g) is amended by adding the item "Consolidated public utilities * * *" by deleting the item "Wood furniture" the first time it occurs, and by amending the items "Explosives * * *" "Wood furniture" "Steel furniture" "Steel insulated filing cabinets" "Books", and "Household and quarters furniture" (both times) as follows:

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

(e) *Ratification of purchases not made under contracts of the Procurement Division, Treasury Department.* When it appears to his satisfaction that an item listed in the General Schedule of Supplies was not purchased under a contract of the Procurement Division, Treasury Department, because the contracting officer overlooked the necessity of purchasing under such a contract, the chief of the technical service concerned (who, in case purchase responsibility for such item has been assigned to a particular technical service, shall be the chief of such technical service) may ratify such purchase. This will be done, however, only where it appears that the oversight represents an isolated instance and not a continued course of neglect. A statement should be presented to the chief of the technical service concerned setting forth all of the facts including the contract price paid as compared to that payable under the Treasury Department contract and all facts which tend to excuse the failure to purchase under the Treasury Department contract.

* * * * *

(g) *Mandatory schedules.* * * *

Description of Item	Schedule of Supplies	Period
Explosives and blasting accessories	4, Supp. No. 1	July 1 to December 31, 1944 [illegible] to June [illegible], 1945
Wood furniture	23, Part I	January 1 to December 31, 1945.
Steel furniture	23, Part II	January 1 to December 31, 1945 [illegible]
Steel insulated filing cabinets	23, Part II, Supp. No. 1	July 1, 1944 to December 31, 1945 [illegible]
Books	33	December 1, 1944, to November [illegible], 1945
Consolidated public utilities contracts in Baltimore, Md., New York, N. Y., and Philadelphia, Pa.	101 (Electric service) 105 (Gas service)	Effective December 1, 1944, and [illegible] until further notice.
Household and quarters furniture	(Part 1)	August 1, 1944, to January 31, 1945 [illegible] to July 31, 1945
Household and quarters furniture	(Parts 2 and 3)	August 1, 1944, to January 31, 1945 [illegible] to July 31, 1945.

* * * *

(h) *Stock Catalog, Washington, D. C.* * * *

2. Paragraphs (c) and (d) of § 806.608 are amended to read as follows:

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

(c) *General clearance.* The following general clearance, dated 1 December 1944, which covers purchases for the period 1 January to 30 June 1945, indicates not only the items as to which such clearance has been granted but also those items which are available and which, accordingly, must be purchased from Federal Prison Industries, Inc..

THE UNDER SECRETARY OF WAR
Washington, D. C.

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

Boats: Wooden, not in excess of 100 ft. long, to be procured in the Ninth Service Command.

Canvas goods: Shell covers, canvas covers, tarpaulins, truck covers, truck curtains, barracks bags, shower curtains, miscellaneous bags, bandoleers.

Cargo nets.

Castings: Bomb noses and all types of small grey iron castings; also manhole frames and covers, grates, grate bars, and gutter drains for delivery in Wisconsin, Michigan, Illinois, Indiana, Ohio, Pennsylvania, New York, New Jersey, Delaware, Maryland, West Virginia, Virginia, Kentucky, and the District of Columbia.

Fibre furniture.

Laundry services required by Posts and Stations within 25 miles of the Federal Correctional Institution, Tallahassee, Florida, and by Posts and Stations within 100 miles of the U. S. Penitentiary, Alcatraz, California, the Federal Detention Headquarters, New York City, and the Federal Reformatory for Women, Alderson, West Virginia.

Mattresses: Cotton felt.

Metal products: Storage shelving, transfer cases, lockers, food trays, tool boxes, cabinets, tool racks, fin assemblies and crates; stops for bomb storage; bomb dunnage racks; iron beds and bunks.

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

Printing: See § 806.610 (i).

Wood furniture and specialties: Desk trays, costumers, tool handles: all types of chairs and stools listed in our Schedule of products.

Clearance

C-26100

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

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

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

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

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

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

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

3. This clearance is to cover purchases made by the War Department only, and is effective for the period January 1 to June 30, 1945, inclusive.

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

Very truly yours,
FEDERAL PRISON INDUSTRIES, INC.,
By (Signed) A. H. CONNER,
Associate Commissioner.

(d) *Attaching clearances to vouchers.* It is to be noted that it is no longer necessary to attach a copy of the clearance to the contract or voucher. It is sufficient to make reference on either the contract or the voucher to Clearance No. C-26100.

[Procurement Reg. 8]

PART 808—FEDERAL, STATE AND LOCAL TAXES

SUBPART B—FEDERAL EXCISE TAXES

Section 808.802 (1) (2) is amended to read as follows:

§ 808.802 *Manufacturers' excise taxes.* * * *

(1) *Electrical energy for domestic or commercial consumption.* * * *

(2) The term "electrical energy sold for domestic or commercial consumption" does not include:

(i) Electrical energy sold to the United States for consumption by the legislative, executive or judicial branches of the Federal Government and agencies thereof; examples of such governmental activities are office buildings for the legislative, executive and judicial branches of the Federal Government and agencies thereof, Army camps, post exchanges, barracks and dormitories for enlisted personnel of the armed forces, military supply depots, penal institutions and hospitals; but sales of electrical energy (when separately metered) to the United States for consumption in officers' quarters or residences at military establishments or in emergency housing for war workers or Federal housing projects, constitute sales for domestic consumption (S. T. 931, Int. Rev. Bull. 1944, No. 15, p. 36),

(ii) Electrical energy sold for industrial consumption, e. g., for use in manufacturing, mining, refining, shipbuilding, building construction, irrigation, etc. (26 CFR, Cum. Supp. 316.190) or

(iii) Electrical energy sold for other uses which likewise cannot be classed as domestic or commercial, such as electrical energy used by electric and gas companies, waterworks, telegraph, telephone and radio communication companies, railroads, etc. (26 CFR, Cum. Supp., 316.190)

[Procurement Reg. 9]

PART 809—LABOR

SUBPART E—WALSH-HEALEY PUBLIC CONTRACTS LAW

In § 809.917 (b), subparagraphs (9) and (9a) are revoked, and subparagraphs (7) and (8) are amended to read as follows:

§ 809.917 *Applicability.* * * *

(b) * * *

(7) Contracts awarded for certain canned and dehydrated fruits and vegetables are excepted from the representations and stipulations of section 1 of the act until 30 June 1945 (7 F.R. 10704, 8 F.R. 14353; 9 F.R. 405, 15108)

(8) Contracts awarded for orange marmalade during the period from 16 October 1943, to the termination of the present war are excepted from the representations and stipulations of section 1 of the act (8 F.R. 14353)

SUBPART G—WAGE AND SALARY STABILIZATION

Section 809.980bb is amended to read as follows:

§ 809.980bb *General Order No. 30.* In accordance with the provisions of section 4 of Title II of Executive Order 9250, increases in wage or salary rates which do not bring such rates above 50¢ per hour may be made without the approval of the National War Labor Board. Increases above 40¢ per hour made hereunder may not, however, furnish a basis either to increase price ceilings of the commodity or service involved or to resist otherwise justified reductions in such price ceilings.

[Procurement Reg. 11]

PART 811—MISCELLANEOUS PURCHASE INSTRUCTIONS

SUBPART A—MARKING OF CONTAINERS

Section 811.1101 is revoked, as follows:

§ 811.1101 *Marking of containers destined for overseas shipment.* [Revoked.]

SUBPART E—PATENTS

1. In § 811.1112, paragraphs (a) (5), (b) (h) (i) (j) (n) (1), (s) (1), and (t) are amended, and paragraph (n) (5) is revoked, as follows:

§ 811.1112 *Adjustment of royalties for use of inventions*—(a) *Definitions.* * * *

(5) "Delegate" means the offices and boards specified in paragraph (j) of this section, together with any other office, board or individual to whom any of the powers, duties and authorities of the Secretary of War under the act have been or may be delegated.

* * * * *

(b) *Basic statute.* The act makes provision for adjusting royalties for the use of inventions for the benefit of the United States, in aid of the prosecution of the war, and for other purposes. Paragraphs (c) to (h), inclusive, of this section, contain a summary of the pro-

visions of the act as applied to the War Department. Paragraphs (i) to (t) inclusive, of this section, contain the rules and regulations prescribed thereunder for exercise of such of the powers, duties and authorities of the Secretary of War under the act as have been or may hereafter be delegated by him.

* * * * *

(h) *Authority of Secretary of War to delegate powers and issue regulations under act.* The Secretary of War is authorized in his discretion and under such rules and regulations as he may prescribe, to delegate any powers conferred by the act to such qualified and responsible officers, boards, agents or persons as he may designate or appoint. He is also authorized to issue such rules and regulations and to require such information as may be necessary and proper to carry out the provisions of the act. In accordance with the provisions of the act, rules and regulations have been issued, the terms of which are set forth in (i) to (t), inclusive, of this section.

(i) *Powers, duties and authorities under the act which have been delegated.* The following powers, duties and authorities, conferred by the act upon the Secretary of War, have been delegated to the officers and boards listed in paragraph (j) of this section and may be delegated to such officers and civilian employees as are hereafter appointed to exercise the same by the Commanding General, Army Service Forces or the Commanding General, Army Air Forces, for exercise thereof, in matters properly before them, under the direction of the Under Secretary of War and pursuant to such rules and regulations under the act as may from time to time be prescribed by or in behalf of the Secretary of War:

(1) To determine that notice should be given and to give notice of the fact that the rates or amounts of royalties are believed to be unreasonable or excessive; and to withdraw any such notice previously given by the delegate or by a delegate of lower rank in his service: *Provided,* That no such notice shall be withdrawn unless the licensor(s) shall have first agreed substantially as follows:

The undersigned hereby consents to the withdrawal of the notice issued * * * [date of notice] * * * under the Royalty Adjustment Act 1942 (Public No. 768, 77th Congress; 35 U.S.C. 89-96) and in consideration of such withdrawal hereby releases any and all claims or demands now held by the undersigned against the United States, or any officer or agent thereof, arising out of the issuance of said notice.

but in particular cases for good cause shown the Director may authorize substantial deviation from or omission of the foregoing consent and release.

(2) To receive and hear such facts and circumstances as may be presented by the licensee or licensor, and such other facts and circumstances as are relevant to an evaluation of the factors specified in paragraph (k) of this section, and to recommend appropriate action;

(3) To fix and specify, by order, fair and just rates or amounts of royalties, and to authorize the payment thereof, if any royalty be allowed, by the licensee to the licensor, subject, however, to the approval of such order by the Director;

(4) To negotiate voluntary adjustments of royalties or settlements of claims against the United States for the unauthorized use of inventions, before suit against the United States has been instituted;

(5) To execute contracts on behalf of the United States, before suit against the United States has been instituted, with the owner or licensor of an invention, or of the Letters Patent therefor, effecting a voluntary adjustment of royalties charged or chargeable to the United States, or in settlement and compromise of any claim against the United States accruing to such owner or licensor under the provisions of the act or any other law by reason of the manufacture, use, sale or other disposition of an invention or for compensation to be paid such owner or licensor based upon future manufacture, use, sale or other disposition of such invention, subject, however, to the approval of the Director in each case where that approval is required by subparagraphs (4) or (5) of § 811.1113 (c), subparagraph (1) of § 811.1113 (g), §§ 811.1114 (a) or 811.1115 (n).

The foregoing powers, duties and authorities shall not be redelegated by any delegate under the general authority to redelegate conferred in § 801.107 (i), nor exercised by any officer or person to whom the same have not been delegated.

(j) *Delegations.* (1) The powers, duties and authorities described in subparagraphs (1), (2), (3), (4), and (5) of paragraph (i) of this section have been delegated to each of the following:

Commanding General, Army Service Forces
Commanding General, Army Air Forces
Assistant Chief of Air Staff, Matériel and Services
Chief, Procurement Division, Office of Assistant Chief of Air Staff, Matériel and Services
Director, AAF, Air Technical Service Command
Director, Purchases Division, Headquarters, Army Service Forces
Chiefs of the Technical Services, Army Service Forces
Royalty Adjustment Board, AAF, Air Technical Service Command

(2) The powers, duties and authorities described in subparagraphs (1) (2), (4) and (5) of paragraph (i) of this section have been delegated to each of the following:

Royalty Adjustment Board, Office of the Surgeon General
Royalty Adjustment Board, Office of the Chief of Engineers

(3) The powers, duties and authorities described in subparagraphs (2) and (3) of paragraph (i) of this section have been delegated to the following:

Assistant Chief, Engineering and Technical Service, Office of the Chief Signal Officer

(4) The powers, duties and authorities described in subparagraphs (1), (2) and (4) of paragraph (i) of this section have been delegated to each of the following:

Assistant Air Judge Advocate, Headquarters, Army Air Forces
Chief, Legal Division, Office of the Chief of Transportation

(5) The powers, duties and authorities described in subparagraphs (1) and (4) of paragraph (i) of this section have been delegated to each of the following:

All Division Engineers of the Corps of Engineers

(6) The powers, duties and authorities described in subparagraph (1) (4) and (5) of paragraph (i) of this section have been delegated to the following:

Patents and Invention Counsel, Legal Division, Office of the Chief Signal Officer

(7) There have been delegated to certain individual officers in the office of the Chief of Ordnance substantially the powers, duties and authorities referred to in subparagraphs (2) and (3) of paragraph (i) of this section, but limited to the exercise thereof in respect of the particular inventions or license agreements specified in each such delegation and, insofar as concerns the powers, duties and authorities referred to in subparagraph (3) of paragraph (i) of this section, subject also to the approval of the Chief of Ordnance.

(8) There have been delegated to the Commanding General, Army Service Forces, and to the Commanding General, Army Air Forces, the power, duty and authority to designate and appoint certain commissioned officers of the Army and civilian employees of the War Department, within their respective commands and jurisdictions, for the exercise by them, either individually or as a member of a Royalty Adjustment Board, of any of the powers, duties and authorities now or hereafter set forth in paragraph (i) of this section, and to amend, modify or revoke any such designation or appointment heretofore or hereafter made within their respective commands or jurisdictions. The foregoing powers of designation and appointment have been redelegated respectively to the Director (for the Army Service Forces) and to the Chief of Air Staff, the Assistant Chief of Air Staff, Matériel and Services, and the Chief, Procurement Division, Office of Assistant Chief of Air Staff, Materiel and Services (for the Army Air Forces)

(9) If the Chief of a technical service desires that any of the powers, duties and authorities set forth in paragraph (i) be further delegated to any officer or employee within his command or jurisdiction, or that a Royalty Adjustment Board be created within his service or command, a request to that effect may be transmitted to the appropriate delegate under subparagraph (8) of this paragraph.

(10) Where any of the powers, duties and authorities set forth in paragraph (i) of this section have been or are hereafter delegated to a board designated as a "Royalty Adjustment Board," the said board shall, unless otherwise provided in the instrument of delegation, consist of three officers or employees of the service or command concerned, who shall be designated and appointed as provided in subparagraph (8) of this paragraph. Unless otherwise provided in the instrument of delegation, (i) a majority of said board shall determine its action, (ii) any instrument or contract whatsoever evi-

dencing action taken by the board may be signed in its name by any member of the board, and (iii) any two members of such board shall constitute a quorum.

* * * * *

(n) *Procedure in the giving of notice.* (1) An initial inquiry may be sent to a licensor or a licensee requesting all or any part of the following and no more: (i) The names and addresses of licensor and licensee(s), (ii) a copy of the license agreement, (iii) a list of patents and patent applications involved, and (iv) a statement of the royalties or amounts per item as fees for technical services or engineering assistance received (or paid) under such license during each year for the years 1936 to date of inquiry. Such inquiry shall include a provision to relieve the addressee from compiling information previously supplied upon an inquiry of any other branch of the War Department or of any other department or agency of the Government by permitting the addressee to respond by sending a copy of the reply to the previous inquiry or the name and address of the person who made the previous inquiry. Such inquiry to a licensee shall not be sent to any contractor who has furnished the same information upon the War Department Standard Procurement Form.

* * * * *

(s) *Withdrawal of notice previously given.* (1) Notice under the act once given by any delegate shall not be vacated or withdrawn, in whole or in part, otherwise than under the provisions of and in the manner prescribed in subparagraph (1) of paragraph (i) of this section. Upon execution by a licensor of the form of consent and release specified in subparagraph (1) of paragraph (i) of this section, three copies of the instrument vacating and withdrawing the notice and one copy duly executed by the licensor of the said form of consent and release shall be promptly transmitted to the Director.

* * * * *

(t) *Form of the order* The following form of order is approved for use subject to such deviations as may be necessary or appropriate in any given case and subject to the instructions contained in paragraph (u) of this section:

WAR DEPARTMENT

WASHINGTON

Royalty Adjustment Order No. W—

In the Matter of

[Insert name of each Licensor]
Licensor(s),

and

[Insert name of each Licensee]
Licensee(s).

War Department Contract Nos.

[Insert the identifying number of each War Department contract, if ascertained, which it is believed will be affected by the order; if no contract is ascertained, omit the above heading]

Contractor:

[Insert names of Contractors in respect of each of the above identified contracts; if no contract is identified, omit the above heading]

Whereas, pursuant to authority contained in the Royalty Adjustment Act 1942, Public No. 768, 77th Cong., 35 U.S.C., 89-96, written notice was given on or about the _____ [Insert date of notice] to _____ [Insert name of each licensor] _____ (individually and collectively hereinafter called "Licensor") and to _____ [Insert name of each licensee] _____ (individually and collectively hereinafter called "Licensee") that the royalties, provision for the payment of which by Licensee to Licensor is included in the [license(s) dated _____] [licenses specified in Column 4 of Schedule A annexed hereto and by this reference made a part hereof],[1] and which said royalties are charged or chargeable directly or indirectly to the War Department for or on account of the manufacture, use or sale to or for the United States of certain alleged inventions [pertaining to _____] [specified in Columns 1, 2 and 3 of said Schedule A], were believed to be unreasonable or excessive, and that until the making of an order herein no royalties were to be paid by Licensee to Licensor under the license(s) above referred to which are charged or chargeable directly or indirectly to the War Department, and

Whereas, Licensor and Licensee, upon their request, have presented in writing and in person such facts and circumstances as they desired having a bearing upon the rates or amounts of royalties to be determined, fixed and specified by order pursuant to said Act;

Now, therefore, pursuant to the authority of and for the purposes set forth in said Act, and upon taking into account the facts and circumstances presented as aforesaid, the conditions of wartime production, and such other facts and circumstances as are proper to be considered in determining a fair and just rate or amount of royalties in the premises, it is hereby ordered as follows, viz:

(1) That fair and just rates or amounts of royalties for the manufacture, use, sale or other disposition to or for the War Department of the said alleged inventions are hereby determined, fixed and specified to be [_____] [the rates or amounts set forth in Column 5 of said Schedule A];

(2) That, until further order, Licensee is hereby authorized to pay to Licensor, on account of the manufacture, use, sale or other disposition of said alleged inventions to or for the War Department heretofore occurred, or hereafter occurring while Sections 1 and 2 of said Act remain in force, royalties, if any, at the rates or in the amounts determined, fixed and specified in paragraph (1) hereof, and no more, under

(a) The said license(s) [dated _____] [identified in Column 4 of said Schedule A], [and]

(b) Any license between them, entered into on or after the effective date of said notice and so long as Sections 1 and 2 of said Act remain in force, which in any respect continues, supplements, modifies or supersedes [the license] [any of the licenses] referred to in subparagraph (a) hereof, [and

(c) Any license between them, entered into on or after the effective date of said notice and prior to the date of this Order, which grants rights to practice the said alleged inventions;][2]

[Alternate A]

(3) That Licensee is hereby directed to pay over to the Treasurer of the United States (through _____), and at the same time and place to deliver a statement in writing signed by Licensee showing the amount and manner of computation thereof, the balance, in excess of the royalties authorized by paragraph (2) next above, of all royalties specified in the licenses referred to in said paragraph (2) which were due to Licensor and were unpaid on the effective date of said notice, and of all royalties which since said date have become and are now due to Licensor, and of all royalties which may hereafter become due to Licensor as and when the same fall due for payment to Licensor, for or on account of the manufacture, use, sale or other disposition of said alleged inventions to or for the War Department heretofore occurred or hereafter occurring while sections 1 and 2 of said Act remain in force, and demand is hereby made for payment forthwith of the monies now due which are so directed to be paid; and

[Alternate B]

(3) That Licensee is hereby directed

(a) To pay over to the Treasurer of the United States (through _____), and at the same time and place to deliver a statement in writing signed by Licensee showing the amount and manner of computation thereof, the balance, in excess of the payments authorized by paragraph (2) next above, of all royalties specified in the licenses referred to in said paragraph (2) which were due to Licensor and were unpaid on the effective date of said notice, and of all royalties which since said date have accrued or may hereafter accrue in respect of supplies, equipment, materials or parts thereof delivered to or for the War Department prior to the tenth (10th) day next following the receipt of this order by the Licensee, and demand is hereby made for payment forthwith of the monies so directed to be paid; and

(b) To reduce the contract price of all supplies, equipment, materials and parts thereof delivered to or for the War Department on and after the tenth (10th) day next following the receipt of this order by the Licensee to the extent necessary to secure to the Government the full benefit of the reduction in royalties effected by this order; and

(4) That reservation is hereby expressly made of the right to amend, modify, revoke or extend this Order and of the right of the head of any department or agency of the Government, including but not limited to the War Department, to take such other, further and different action as may be authorized by any statute of the United States with respect to the subject matter

It is recommended that the Secretary of War make the foregoing Order.

_____
[Signature (and title) of the delegate who recommends the making of the order, if different from the delegate who signs next below]

The foregoing Order is hereby made.

_____
[Signature (and title) of a delegate under § 811.1112 (i) (3)]

The foregoing Order is hereby approved in behalf of the Secretary of War.

By direction of the Under Secretary of War:

_____
[Leave two lines blank]
Director, Purchases Division, Headquarters, Army Service Forces***

Dated: Washington, D. C.
_____, 194__.

2. In § 811.1113, paragraphs (a) (2), (c) (2), (4) and (5) are amended, and paragraph (c) (6) is added, as follows:

§ 811.1113 *Voluntary adjustments of royalties effected before an Order is made*—(a) *Available procedures for voluntary adjustments.* * * *

(2) *After notice under the act has been given (but before an order is made).*

[1] As to use of Schedule A see subparagraph (1) of paragraph (u) of this section.

[2] As to use of subclause (c), see subparagraph (5) of paragraph (u) of this section.

In any of the manners above set forth provided, in addition, the notice is withdrawn in the manner provided in subparagraph (1) of paragraph (i) of this section.

* * * * *

(c) *Voluntary adjustments executed by the Government.* * * *

(2) If entered into before a notice under the act has been given, such contract (i) may include as parties (in addition to the United States) either the licensor alone, or the licensor and all licensees materially affected, (ii) shall be executed on behalf of the United States by a delegate having authority in the matter, and (iii) does not require approval of the Director except where that approval is expressly required by subparagraphs (4), (5) or (6) below or by subparagraph (1) of paragraph (g) of this section. If the contract is with licensor alone, the provisions of paragraph (h) of this section apply; if the contract is with licensor and licensee(s) the provisions of paragraph (g) of this section apply.

* * * * *

(4) No such contract shall, without the approval of the Director, contain any provision which would prejudice or impair in any way the right of the head of any department or agency of the Government to make other or further adjustment of the rate or amount of royalties specified in the original license or in the contract adjusting the royalties (see § 813.1329 (j))

(5) There is no power in the Secretary of War or any of his delegates to bind the head of any department of the Government other than the War Department to forbear from further adjusting the rates or amounts of royalties which are charged or chargeable to such other departments than the War Department. If such contract provides that no further adjustment of the rates or amounts of royalties will be made for any specified period after the date of the contract, the contract must be executed by or on behalf of the head of each department or agency to which such royalties may be charged or chargeable, must be approved in behalf of the War Department by the Director, and may be approved by him provided the total amount of royalties which will be charged to the War Department or to all departments or agencies thus bound is a fixed amount or an amount determinable at the time the contract is executed, and there is reason to believe that such amount is not and will not become unreasonable or excessive.

(6) The Director may exempt from renegotiation all royalties to be collected pursuant to the terms of such contract, in cases among others where the profits to be derived from the contract can be determined with reasonable certainty at the time of execution thereof in behalf of the Government and in the opinion of the Director the royalties to be retained by the licensor will not yield excessive profits to him. (See § 812.1205 (e) (1)) In requesting the Director's approval of such a contract, the delegates shall state the profits to be derived from the contract by the licensor, his conclusion that such profits will not be excessive and his reasons for such conclusion.

3. Section 811.1115 is added as follows:

§ 811.1115 *Investigation of, and licenses, assignments and releases eliminating claims for, the unauthorized use of inventions*[1]—(a) *Applicable statutes.* (1) The act of June 25, 1910 as amended (35 U.S.C. 68, 94) (hereinafter called "the Act of 1910") provides that wherever an invention covered by a patent of the United States is without license used or manufactured by the United States or by any person, firm or corporation for the United States and with its authorization and consent,[2] the patent owner's remedy shall (except as hereinafter stated) be by suit against the United States in the Court of Claims for recovery of his reasonable and entire compensation for such use or manufacture. The benefits of the foregoing statute do not inure to any patentee or the assignee of any patentee, who when he makes such claim is in the employment or service of the Government, nor does the foregoing statute apply in respect of any patent based upon an invention made during the time the inventor was in the employment or service of the Government.

(2) Section 4900, Revised Statutes, as amended (35 U.S.C. 49) (hereinafter called "the Patent Marking Statute"), precludes the recovery by a patent owner of damages or profits for infringement occurring prior to (i) the date of marking the patented article with the word "Patent" together with the number of the patent or with the word "Patented" and the day and year the patent was granted or (ii) the date on which the patent owner notified the alleged infringer of the claimed infringement (whichever date is earlier), except (*a*) in the case of a patent exclusively for a process or (*b*) in the event neither the owner nor any licensee of the owner has made or sold the patented article.

(3) The act of October 6, 1917, as amended (35 U.S.C. 42) (hereinafter called "the Secrecy Order Act"), provides that the owner of a patent application, which has been ordered by the Commissioner of Patents to be kept secret, who has faithfully obeyed such order and who has tendered his invention to the Government for its use, shall, if and when he ultimately receives a patent, have the right to sue for compensation in the Court of Claims, such right to compensation to begin from the date of the use of the invention by the Government.

(4) The act of July 2, 1926, as amended (10 U.S.C. 310 (i)) (hereinafter called "the Air Corps Act"), provides that whenever a design, whether or not inventive in character, relating to aircraft or any components thereof is used or manufactured by or for any department of the Government without just compensation, the owner of such design may within four years from the date of such use file suit against the United States in the Court of Claims for recovery of his reasonable and entire compensation for such use and manufacture.

(5) Section 183, Revised Statutes (5 U.S.C. 91) (hereinafter called "the Act requiring reports to the Attorney General"), requires that a department, or the officer or agent of a department which is authorized to adjust a claim, shall, after suit has been brought in the Court of Claims and upon request by the Attorney General, without delay furnish the Attorney General with a full statement, in writing, of all facts, circumstances, and evidence touching the claim in the possession or knowledge of such department, officer, or agent.

(6) The act of October 31, 1942 (35 U.S.C. 91) (hereinafter called "the Royalty Adjustment Act") provides that the head of any department or agency of the Government which has ordered, authorized, or consented to the manufacture, use, sale, or other disposition of an invention (whether patented or unpatented) by or for the Government is authorized to enter into an agreement with the owner thereof, before suit against the United States has been instituted, in full settlement and compromise of any claim against the United States accruing by reason of such manufacture, use, sale, or other disposition of the invention. This statute grants power and authority to settle claims or liabilities arising under the acts referred to in subparagraphs (1) and (3) above, and to settle claims or liabilities arising under the act referred to in subparagraph (4) above insofar as they are based upon a design which is believed to be inventive in character.

(7) Section 3477, Revised Statutes, as amended (31 U.S.C. 203) provides that all transfers and assignments of any claim (except certain contract claims) upon the United States are absolutely null and void unless made, among other things, after the allowance of the claim, the ascertainment of the amount due and the issuing of a warrant for the payment thereof. In view of certain decisions construing this statute, its provisions will, so far only as concerns claims made under the statutes referred to in subparagraphs (1), (3), and (4) of this paragraph, be deemed:

(i) Inapplicable to claims arising under the Act of 1910 for compensation on account of articles manufactured for the United States, and articles and methods used in production for the United States (except articles made by the United States); and

(ii) Applicable to all other claims arising under the statutes referred to in subparagraphs (1) (3), and (4), such for example as claims under the act of 1910 for compensation on account of articles manufactured by the United States, or claims under the Secrecy Order Act or the Air Corps Act for compensation on account of articles manufactured by or for the United States.

(b) *Definitions.* Where used in this section, the following terms have the meaning here assigned to them:

(1) "Director" means the Director (or in his absence the Acting Director), Pur-

[1] Section 811.1115 became effective 12 December 1944.

[2] See SPJGP 1943/891, Feb. 8, 1943, Page 75, Volume II, Bulletin of The Judge Advocate General, February 1943.

chases Division, Headquarters, Army Service Forces. In respect of any action taken by the Army Air Forces, the term "Director" means the Special Representative of the Under Secretary of War (see subparagraph (2) of § 801.108 (d)

(2) "Chief, Patents Division" means the Chief, Patents Division, Office of The Judge Advocate General.

(3) "Delegate" means any officer, board, agent or person to whom the powers, duties and authorities set forth in subparagraphs (4) and (5) of § 811.1112 (i) have been delegated.

(4) "Such claim" and "such a claim" means a claim which has in fact been asserted or a claim which it may reasonably be anticipated will be asserted under the statutes or any of them referred to in subparagraphs (1) and (3) of paragraph (a) of this section and under the statute referred to in subparagraph (4) of paragraph (a) of this section insofar as said claim is based upon a design which is believed to be inventive in character.

(c) *Delegation of authority to and duties of delegates.* The Secretary of War has delegated (§ 811.1112 (j)) to certain officers, boards and persons (herein called "delegate") the duty and authority, before suit against the United States has been instituted, to negotiate and to enter into contracts of settlement and compromise of such a claim against the United States. Each delegate, in matters properly before him, is charged with the duty of taking appropriate action with respect to every case (i) where such a claim has been made or (ii) where such a claim may be reasonably anticipated under such statutes, promptly after knowledge thereof is brought to his attention. Such action includes the following:

(1) Writing the claimant or his representative acknowledging receipt of the communication in which such claim is asserted. An authorized form of acknowledgment is set forth in paragraph (j) of this section;

(2) Transmitting directly to the Chief, Patents Division, a copy of the communication in which any such claim is asserted or reported (delegates in the Army Air Forces shall, in addition, transmit a copy to the Air Judge Advocate)

(3) Requesting clearance from the Director to investigate and settle each such claim pursuant to paragraph (f) of this section;

(4) Investigating each such claim upon clearance from the Director, and if deemed appropriate by the delegate, settling the same pursuant to paragraphs (d), (g), and (j) to (v), inclusive, of this section;

(5) Preparing and transmitting to the Chief, Patents Division, and to the Director, pursuant to paragraph (h) of this section, a report containing the full statements required by the act requiring reports to the Attorney General (subparagraph (5) of paragraph (a) of this section) with respect to each such claim in which no settlement is effected; and

(6) Making the required distribution of each contract of settlement or partial settlement of such claim pursuant to paragraph (o) of this section.

(d) *Policy of the War Department.* The policy of the War Department is that so far as practicable (1) one delegate shall represent the War Department in the investigation or settlement of each such claim; (2) where a contract includes an obligation for the payment of a running royalty, no department other than the War Department shall be committed to such obligation unless the contract has been signed in behalf of each other department or agency of the Government similarly obligated (see paragraphs (r) of this section and § 813.1331) (3) where a contract includes a release of such claim, the release shall whenever practicable, be for the benefit of all departments and agencies of the Government (see paragraphs §§ 811.1113 (e), 813.1330 (f), 813.1331 (h) 813.1332 (d) 813.1333 (d) and 813.1334 (f)) (4) where a contract includes a royalty-free or a paid-up license for future procurement, such license shall be for the benefit of all departments and agencies of the Government (see paragraphs (q) and (u) of this section, §§ 813.1330 (c) and 813.1334 (d)) (5) where a contract includes a release of such a claim or a license, the effect of which is to release or discharge a contractor in whole or in part from an obligation to indemnify the Government (see § 803.335), such contractor shall be a party to the contract and appropriate action shall be taken to the end that the contractor shall pay all money consideration flowing to the claimant or potential claimant which is attributable to that part of the release or license which benefits the contractor; (6) each contract shall contain an appropriate "Non Estoppel" clause preserving to the Government all defenses in any infringement action unless all potential claims under the patent against the Government are disposed of by the contract (see paragraphs (q) through (u) inclusive, of this section) and (7) the investigation and report necessary for compliance with the Act requiring reports to the Attorney General (see paragraphs (h) and (i) of this section) shall be completed with respect to each such claim (whether or not covered by an agreement of indemnity) a complete settlement of which is not effected.

(e) *Duties of the chiefs of the technical services.* The chief of each technical service shall issue necessary instructions to all officers and employees of his service to provide for prompt transmittal to the chief legal or patent officer in the headquarters of his service, or in the case of the Army Air Forces to the chief legal or patent officer in the headquarters of the Army Air Forces or in the headquarters of any of the major commands of the Army Air Forces charged with duties of procurement, of all reports of claims and of potential claims relating to the manufacture or use of inventions or designs by or for the Government. If such legal or patent officer is not a Delegate, he shall transmit each such report to a Delegate in his service or command together with his recommendations for appropriate action. Such reports may be received by contracting officers from contractors under clause (b) of paragraphs (e) and (f) of § 803.335.

(f) *Procedure for obtaining clearance.* Promptly after receipt of a notice or report of such claim the delegate shall request from the Director clearance to investigate and to settle the same, and shall contemporaneously forward a copy of such request to the Chief, Patents Division. Delegates in the Army Air Forces shall also forward a copy of such request to the Office of the Air Judge Advocate. The Chief, Patents Division, shall determine from his files, from the Government Register of Patent Rights (Executive Order No. 9424, 18 Feb. 1944) and from the Department of Justice whether any technical service or any other department or agency of the Government has investigated or settled, or received a report or notice of, a claim pertaining to the same subject-matter and shall notify the Director of the results of such determination. The Director shall then grant such clearance as appears proper upon consideration of the information received from the Chief, Patents Division, and any supplemental information contained in the Director's files. The Director shall send a copy of such clearance to the Chief, Patents Division, and to the chief patent officer of each of the technical services, and each such officer shall promptly investigate the procurement in his service and notify the Delegate to whom clearance has been issued of the interest, if any, of his service in the matter and of any pertinent information contained in his files. Each request for clearance shall include, (1) the name and address of each claimant or prospective claimant, (2) the name and address of each contractor and subcontractor who is believed to have performed the alleged infringing acts (to the extent disclosed by a cursory search in the headquarters of the delegate) (3) the number of each patent and patent application concerned, (4) a description of the alleged infringing subject-matter (in sufficient detail to permit other technical services to determine therefrom whether they have an interest in the matter), and (5) a copy of the communication from the claimant, if any.

(g) *Foreign claimants.* In cases where the claimant is a national of a Government which is party to a Mutual Aid Agreement with the United States Government, the delegate, after clearance has been obtained from the Director, shall promptly proceed as set forth in § 811.1111 (b)

(h) *Report where no settlement is made.* A final written report of investigation, including recommendations and conclusions of the delegate, will be made by him to the Chief, Patents Division, with respect to each such claim in which settlement is believed to be inadvisable or which the delegate has been unable to settle upon terms deemed reasonable by him. Each such report shall be clearly marked "Confidential—Legal Memorandum for the Guidance of Administrative Officials" Delegates in the Army Air Forces shall forward such report to the

Chief, Patents Division, through the Office of the Air Judge Advocate. A copy of such report shall be forwarded by the delegate to the Director and to the chiefs of all interested technical services concurrently with transmittal of the original to the Chief, Patents Division. This final report, which is to serve as a basis for compliance with the act requiring reports to the Attorney General (paragraph (a) (5) of this section) will include so far as practicable and relevant all of the following information:

(1) Numbers and dates of all contracts and subcontracts for procurement of the item in question, together with the name and address of each contractor and subcontractor concerned, and the text of each contractor's agreement, if any, to indemnify the Government against liability for infringement, or a statement that there is no such indemnity agreement. This information is to include contracts of other technical services and other departments or agencies of the Government involved, if any.

(2) Extent and dates of alleged infringement.

(3) Statement of whether the Government by a duly authorized agent or official has given its authorization or consent to the manufacture or use of the article, material, design, or process upon which Such Claim is or will be based. (See SPJGP 1943/881 Feb. 8, 1943 page 75, Vol. II, Bulletin of The Judge Advocate General, Feb. 1943.)

(4) Statement of effective date of marking or of notice under the Patent Marking Statute, if pertinent (see paragraph (a) (2) of this section)

(5) Copies of patents alleged to be infringed or, in case of Such a Claim which arises under the Air Corps Act (paragraph (a) (4) of this section) claimant's description of his design.

(6) Result of title search, including examination of Government Register of Patent Rights (Executive Order No. 9424, 18 Feb. 1944; par. 4, AR 25-10)

(7) A full and complete description of the alleged infringing device, material, design or process, accompanied where practicable with adequate specimens, photographs or drawing thereof.

(8) Report of date and extent of prior art searches in each of the following categories:

(i) Prior art patents and publications.

(ii) Pending applications filed by the service conducting the investigation.

(iii) Prior public uses.

(9) Copies of prior art patents and publications and full and complete description (and where practicable a specimen, photograph or sketch) of prior uses relied upon by the delegate.

(10) Statement of the extent to which royalties, if any, have been adjusted by the War Department under the Royalty Adjustment Act (§§ 811.1112, 811.1113 and 811.1114)

(11) Statement of whether or not the manufacture or use of the invention occurred while the owner of the patent was in the employment or service of the Government.

(12) Statement of whether or not the patent was based upon an invention made during the time the inventor was in the employment or service of the Government.

(13) Names and addresses of prospective witnesses (fact and expert) and, where pertinent to validity or infringement, signed statements of witnesses. Where a witness refuses to sign a statement, a statement of the interviewing officer setting forth the facts which the witness may be expected to state if called to testify.

(14) Conclusions regarding infringement and reasons therefor.

(15) Conclusions regarding validity and reasons therefor.

(16) Conclusions regarding Government liability, the estimated money value of the claim and an estimate of future procurement involving possible increase of the claim.

(17) Summary of unsuccessful negotiations for settlement, if any.

(18) Recommendations.

(i) *Action of the Chief, Patents Division, upon receipt of the delegate's final report.* (1) Upon receipt from a delegate of a final report under paragraph (h) of this section, the Chief, Patents Division shall promptly review the same. In each case where a communication has been received in which such a claim is asserted, the Chief, Patents Division shall write a letter to the claimant or his representative stating the final conclusions of the War Department upon such claim and shall send copies thereof to the Director, the delegate and the chief of each interested technical service.

(2) If, upon reading the final report, the Chief, Patents Division, deems it advisable, he shall make a search of one or more of the following possible sources of additional prior art; and if the results of such search so indicate, he shall make a supplemental report, stating conclusions supplemental to the conclusions stated in the delegate's final report:

(i) Patent applications which are the subject of secrecy orders under the Secrecy Order Act (see paragraph (a) (3) of this section) in which the inventions have been tendered to the Government for its use.

(ii) Patent applications filed by technical services other than the investigating service.

(iii) To the extent available, patent applications filed by other departments or agencies of the Government.

Two copies (three copies in Army Air Forces cases) of such supplemental report shall be sent to the Director who shall transmit one of said copies to the Delegate and also, in cases arising in the Army Air Forces, one to the Air Judge Advocate.

(3) If, upon reading the Delegate's final report, the Chief, Patents Division, disagrees with the conclusions regarding infringement or validity, he shall make a supplemental report stating his supplemental conclusions. Two copies (three copies in Army Air Forces cases) of such report shall be transmitted to the Director who shall transmit copies thereof as provided in subparagraph (2) above.

(4) Upon completion of the final report, the Chief, Patents Division, shall advise the Attorney General thereof.

(j) *Correspondence with claimant.* No delegate shall concede in writing, addressed to any claimant, potential claimant, or the representative of either, the merit or value of such claim except insofar as such concession may be embodied in an agreement executed by the United States in settlement and compromise thereof in compliance with paragraphs (d), (g) and (l) to (v) inclusive, of this section. Upon receipt of a notice of infringement, the delegate shall acknowledge receipt thereof. The following form of letter is authorized for that purpose, subject to such modifications as may be required by the nature of the claim presented:

[Letterhead of Delegate]

[Date]

JOHN DOE,
Title Guarantee Building,
Miami, Florida.

DEAR SIR: Your letter to _____, dated _____, 1944, stating that United States Letters Patent No. _____, granted (date of patent), to (patentee's full name), of (city and state), for "(title of invention)", is (are) infringed by (item or process) allegedly being used by the (War Department), has been referred to this office for necessary action and reply.

I am directed by the Secretary of War to inform you that the matter presented in your letter will be carefully investigated and that you will be informed of the War Department's conclusions upon completion of such investigation.

To aid in such investigation, it is requested that you furnish this office as promptly as possible (if readily available) (1) a copy of the file wrapper and contents of the patent(s) in question, (2) copies of all patents and publications cited by the Patent Office during the prosecution of the application(s) for such patent(s), (3) the names and addresses of licensees, if any, (4) copies of license agreements, (5) a brief statement of any litigation in which the patent(s) have been or are now involved, and (6) a list of all notices of infringement which you have sent to alleged infringers of the patent (except the alleged infringers included in your statement of litigation), including but not limited to any other departments and agencies of the Government.

Very truly yours,

[Signature of Delegate]

(k) *Disclosure of information.* In order that settlements advantageous to the Government may be secured, any delegate holding the powers, duties, and authorities of subparagraphs (4) or (5) of § 811.1112 (i) may, in the performance of his official duties and when he has reason to believe that such action would be to the advantage of the United States, disclose to the claimant, potential claimant, or authorized representative of either, any fact or matter of evidence which appears to bear upon his claim or its value, except as considerations or military security may indicate such disclosure to be inadvisable (SPJGA 1944/11236, Oct. 25, 1944)

(l) *Available procedures for the settlement and partial settlement of such claims.* The delegate having the matter in hand may, subject to the availability of appropriations and allotments of funds in his service and subject to such rules

and regulations governing the exercise of delegated powers as are or may from time to time be prescribed in this section and §§ 811.1113 and 811.1114, settle such claim:

(1) By causing the United States to execute a contract of license, assignment, release, release and license or release and assignment with the legal and equitable owner(s) providing for a payment or payments aggregating more than one ($1.00) dollar to be made by the Government (see paragraphs (q) to (t) inclusive, of this section, and suggested forms contained in W D. Contract Forms Nos. 30, 31 32, and 33) or

(2) By receiving from the legal and equitable owners, or by causing the United States to execute a contract of license, assignment, release, release and license, or release and assignment which does not provide for payments aggregating more than one ($1.00) dollar to be made by the Government (see paragraph (u) of this section and suggested form contained in W D. Contract Form No. 34) or

(3) By receiving from the legal and equitable owner(s) a release of all claims against the Government for past infringement in connection with a voluntary adjustment of royalties under § 811.1113 (e) (for use in W D. Contract Form No. 29)

(m) *Fiscal procedures.* (1) An agreement to pay a fixed amount for the purchase of a paid-up license (W.D. Contract Form No. 30) (with or without release) or an assignment (W.D. Contract Form No. 32) (with or without release) or a release (W.D. Contract Form No. 33) either by way of lump-sum payment or an amount determinable at the time of execution of the contract, is subject to the provisions of §§ 803.310 (a) and (b)

(2) An agreement to pay running royalties on future procurement proportioned to use (W.D. Contract Form No. 31) is not subject to § 803.310 (a) and (b) nor need the period of payment be limited to the period for which existing appropriations are available.[1]

(3) Funds are available for the fiscal year 1945 for the payment for releases, licenses and assignments entered into in accordance with the procedures authorized in paragraphs (d) (g) and (j) to (v), inclusive, of this section; *Provided, however,* That no payment shall be made for the release of such claim or any portion of such claim the liability for which is barred by the statute of limitations or by other statute. [Section 16, Public Law 374, 78th Congress (Military Appropriations Act, 1945)]

(n) *Contracts requiring the Director's approval.* Any contract of the type mentioned in paragraph (l) of this section may be executed or received on behalf of the Government by a Delegate without approval of the Director, except in the following cases where such approval is required:

(1) Where the contract provides for total payments by the Government aggregating $500,000 or more, or

(2) Where the approval of the Director is required by the provisions of paragraphs (q), (r), (s), (t), or (u) of this section.

(o) *Numbering and distribution.* (1) Licenses, assignments and releases shall be numbered in the circumstances specified in § 803.309.

(2) The original of every license, assignment and release except those which do not involve the payment of money to the contractor shall be forwarded by the Delegate to the Chief, Audit Division, Room 506, General Accounting Office, Washington 25, D. C.

(3) The original or executed duplicate original of every license, assignment and release shall be transmitted by the delegate to the Chief, Patents Division, for recording in the United States Patent Office in the manner specified in subparagraphs (3) and (4) of § 811.1113 (l)

(4) A copy of each license, assignment and release shall be transmitted by the delegate to the Director and a copy of each license which provides for the payment of running royalties shall also be transmitted by the Delegate to each of the chiefs of the technical services for the attention of the chief legal or patent officer thereof. Receipt of such copy shall place the recipient chief of a technical service on notice that future procurement of the licensed subject-matter requires the payment of royalties to the licensor (see paragraph (r) (6) of this section and § 813.1331 (e)) Chiefs of the technical services shall notify or cause to be notified procurement and price analysis offices affected.

(p) *Mandatory contract articles in licenses, assignments and releases.* (1) The "Officials Not to Benefit" article (§ 803.322) and the "Covenant against Contingent Fees" article (§ 803.323) are required in every license, assignment and release which is executed by the Government.

(2) The "Anti-Discrimination" article (§ 803.325) and the "Assignment of Rights" article (§ 803.355) are required as specified by § 811.1113 (f) (2) and (3)

(3) The "Renegotiation" article (§ 803.342 (a)) is required if the contract is executed by the Government and if it involves an estimated amount of over $100,000 (§ 812.1203 (b)) unless the contractor's receipts are exempted from renegotiation under the provisions of the following subparagraph (4)

(4) The chief of a technical service may exempt from renegotiation the receipts of a contractor under any individual license, assignment or release granted or conveyed to the Government if the aggregate payments under the contract for its duration or for any stated period is either (i) a fixed amount determinable at the time of execution of the contract, or (ii) limited by the contract to a maximum amount determinable at the time of execution of the contract (see § 812.1205 (e) (2)), and such aggregate receipts are less than $5,000,000. If the chief of a technical service decides under § 812.1205 (e) (2) that the contractor's receipts under such a contract should be exempted from renegotiation, Alternate A of § 813.1330 (h) shall be used without deviation. All contracts which contain the article of Alternate A of § 813.1330 (h) must be executed or approved by a delegate who also holds delegated power to exempt from renegotiation under § 812.1205 (e) (2) (see also § 812.1205 (f) (2))

(q) *Paid-up licenses.* The following instructions apply to all paid-up licenses entered into in behalf of the War Department, the money payment for which is more than one dollar ($1.00) (War Department Contract Form No. 30 (§ 813.1330) is suggested as a form for use in such cases)

(1) In the event that the scope (but not term) of the license grant is substantially less than that contained in § 813.1330 (c) (except for foreign rights) the license must be approved by the Director if it provides for payments by the Government aggregating $25,000 or more.

(2) In the event that the scope of the "Non Estoppel" article is substantially less than that contained in § 813.1330 (e) the license must be approved by the Director unless (i) the scope of the license article is not substantially less than that contained in § 813.1330 (c) (except for foreign rights), (ii) the scope of the release is not substantially less than that contained in § 813.1330 (e) (except for the words in brackets) and (iii) the term of the license is not less than that contained in Alternate A of § 813.1330 (d) (This is to prevent estoppel in the event of a later suit against the Government for alleged infringement of the licensed patents.)

(3) A release of past infringement may be omitted from the license and covered by a separate contract (see, for example, W D. Contract Form No. 33) However, when a release of substantially less scope than that contained in § 813.1330 (f) (except for the words in brackets) is included in a license, the contract must be approved by the Director if it provides for payments by the Government aggregating $25,000 or more.

(4) The term of the license as provided by Alternate A of § 813.1330 (d) may be shortened to any extent deemed appropriate by the delegate (subject, however, to the Director's approval, under subparagraph (2) above, if the scope of the "Non Estoppel" article is substantially less than that contained in § 813.1330 (e) Alternates B, C, D and E of § 813.1330 (d) are suggested.

(r) *Licenses providing for the payment of running royalties.* The following instructions apply to all licenses entered into in behalf of the War Department which provide for the payment of running royalties (War Department Contract Form No. 31, § 813.1331, is suggested as a form for use in such cases)

(1) In the event that the scope (but not term) of the license grant is substantially less than that contained in § 813.1331 (c) (except for foreign rights) the license must be approved by the

[1] The Comptroller General has ruled (MS Comp. Gen. A-76676, dated May 5, 1937) that such an agreement takes effect only in connection with and to the extent of future procurement under the license, and if such procurement is within appropriations and allotments then existing they will cover the royalty agreed to be paid in respect thereto.

Director if it contemplates or permits payments by the Government of $25,000 or more in any calendar year.

(2) In the event that the scope of the "Non Estoppel" article is substantially less than that contained in § 813.1331 (g) the license must be approved by the Director. (This is because the license applies only to the War Department, it is terminable, and the article is required to prevent estoppel in the event of a later suit against the Government for alleged infringement.)

(3) The instructions of subparagraph (3) of paragraph (q) of this section apply as to scope of the release.

(4) The instructions of subparagraph (4) of paragraph (q) of this section apply as to the use of the alternate term articles except that the words "unless sooner terminated as elsewhere herein provided" must be added to the article selected from § 813.1330 (d) The article at § 813.1331 (d) corresponds to Alternate A of § 813.1330 (d) with such addition.

(5) In the event that the scope of the "Protection against Unjust Payments" or the "Reserved Rights" articles are substantially less than that contained in § 813.1331 (f) and (k) respectively, the license must be approved by the Director if it contemplates or permits payment by the Government of $25,000 or more in any calendar year.

(6) The article which provides for the computation of royalties (see § 813.1331 (e)) may be of varying scope but it must contain a provision designating the chief of the technical service of the Delegate as the officer designated to make reports to the contractor of the extent of use of the licensed subject-matter by the entire War Department, and such chief shall be charged with the responsibility of obtaining from all technical services the information necessary to make the required reports and the corresponding vouchers to make the required payments (see § 813.1331 (e) (2)) This article must not commit departments other than the War Department to pay royalties except to the extent that the license is signed in behalf of such other departments so obligated (see paragraph (d) of this section) In the event military security prohibits the disclosure of the quantity of production by reports or payments to the Licensor the Delegate may negotiate an appropriate substitute for the suggested "Royalties" article, for example, agreed lump-sum yearly or half-yearly payments with final settlement in accordance with actual production to be made within six months after termination of hostilities. Alternate A of § 813.1331 (e) is suggested for running royalties based upon a percentage of the cost of the articles or materials and Alternate B of § 813.1331 (e) is suggested for running royalties based upon a fixed amount per item.

(s) *Paid-up assignments.* The following instructions apply to all assignments entered into in behalf of the War Department, the money payment for which is more than one dollar ($1.00) (War Department Contract Form No. 32 (§ 813.1332) is suggested as a form for use in such cases)

(1) In the event that the scope of the assignment grant is substantially less than that contained in § 813.1332 (c) (except for foreign rights) the assignment must be approved by the Director if it provides for payments by the Government aggregating $25,000 or more.

(2) When a release of substantially less scope than that contained in § 813.1332 (d) (except for the words in brackets) is included in an assignment, the contract must be approved by the Director if it provides for payments by the Government aggregating $25,000 or more.

(3) In the event that the scope of the "Non Estoppel" article is substantially less than that contained in § 813.1332 (e), the assignment must be approved by the Director unless (i) the scope of the assignment article is not substantially less than that contained in § 813.1332 (c) (except for foreign rights) and (ii) the scope of the release article is not substantially less than that contained in § 813.1332 (d) (except for the words in brackets) (This is to prevent estoppel in the event of a later suit against the Government for alleged infringement of the patents.)

(4) To facilitate proof of the contract the acknowledgment of each contractor should preferably be executed by a notary public or other officer authorized to administer oaths under section 1750 of the Revised Statutes (22 U.S.C. 131) (see Rule 185 of the rules or practice in the United States Patent Office)

(t) *Paid-up releases.* The following instructions apply to all paid-up releases entered into in behalf of the War Department, the money payment for which is more than one dollar ($1.00) (War Department Contract Form No. 33 (§ 813.1333) is suggested as a form for use in such cases)

(1) In the event that the scope of the release is substantially less than that contained in § 813.1333 (d) (except for the words in brackets) the contract must be approved by the Director if it provides for payments by the Government aggregating $15,000 or more.

(2) In the event that the scope of the "Non Estoppel" article is substantially less than that contained in § 813.1333 (e) the release must be approved by the Director unless (i) the scope of the release is not substantially less than that contained in § 813.1333 (d) (except for the words in brackets) and (ii) the Government has secured in a separate document either (*a*) a license (for the full term of the licensed patents and patents issued on the licensed applications, see Alternate A of § 813.1330 (d)) the scope of which is not substantially less than that contained in § 813.1330 (c) (except for foreign rights) or (*b*) an assignment the scope of which is not substantially less than that contained in § 813.1332 (c) (except for foreign rights) (This is to prevent estoppel in the event of a later suit against the Government for alleged infringement.)

(u) *Free licenses, assignments and releases.* The following instructions apply to all licenses, assignments and releases received or executed in behalf of the War Department, the money payments for which aggregates one dollar ($1.00) or less (War Department Contract Form No. 34 (§ 813.1334) is suggested as a form for use in such cases)

(1) It is unnecessary for the Government to execute such a contract but in the event that it is executed by the Government the appropriate mandatory articles must be included (see paragraph (p) of this section)

(2) In the event that the "Non Estoppel" article is omitted or its scope is substantially less than that contained in § 813.1334 (g) the license, assignment or release must be submitted to the Director for approval (whether or not the contract is prepared for execution in behalf of the Government) unless the Government has secured (i) a release the scope of which is not substantially less than that contained in § 813.1334 (f) (except for the words in brackets) and (ii) a license for the full term of the licensed patents and patents issued on the licensed applications (see § 813.1334 (e)) or an assignment the scope of which is not substantially less (except for foreign rights) than that contained in §§ 813.1332 (c) and 813.1334 (d), respectively.

(3) In negotiating such contracts the Delegate will endeavor to obtain license, assignment and release grants of the scope of the grants contained in §§ 813.1332 (c) and 813.1334 (d) and (f) respectively, but any deviations deemed necessary and appropriate by the Delegate may be made without approval of the Director, except in the cases specified in subparagraph (2) above.

(4) War Department Contract Form No. 34 (§ 813.1334) is recommended for a combined free release and license. This form may be readily amended to cover a licence, an assignment, an assignment and release, or a release.

(v) *Submission of contracts for approval by the Director.* When a license, release or assignment requires the Director's approval it shall be transmitted with a memorandum of facts (in triplicate) signed by the delegate. Such memorandum shall include the following:

(1) A copy of the patent(s) and patent application(s) involved (if practicable)

(2) A brief statement of the delegate's conclusions regarding validity and infringement and the reasons therefor.

(3) A statement of the extent of Government use of the invention(s) including the estimated money value of the claim, if any, and an estimate of future procurement, if any, involving possible increase of the claim.

(4) Reference to sections of the regulations in this chapter which require the Director's approval of the contract.

(5) Recommendation that the contract be approved and the reasons therefor.

SUBPART K—MISCELLANEOUS MATTERS

1. Section 811.1182c is added, as follows:

§ 811.1182c *Land grant deductions.* (a) Through land grant deductions (see section 65, Title 49, United States Code) and the "equalization" of such deductions by competing rail carriers and many motor carriers, the War Department is able

to move a substantial portion of its freight and express traffic at rates considerably lower than corresponding commercial rates.

(b) In order that land grant deductions may legally be obtained on any shipment, the Government should be the owner thereof during the particular movement involved.

(1) Thus, in order to obtain the benefit of such deductions on deliveries by fixed price prime contractors, the contracts should be made so that the Government takes title at point of origin and pays transportation charges direct to the carrier.

(2) The provisions of cost-plus-a-fixed-fee prime contracts are generally adequate to insure that title to deliveries made thereunder may be taken in the name of the Government at origin. CPFF prime contracts also generally contain provisions under which title to materials and supplies shipped by subcontractors and suppliers to the prime contractor may be taken in the name of the Government at origin. See W.D. Contract Form No. 3, § 813.1303 (b) Many CPFF prime contracts also contain provisions directing or authorizing the inclusion in CPFF subcontracts thereunder of provisions by which title to materials and supplies shipped to such subcontractors may be taken in the name of the Government at origin. See § 803.365 (d) Care should be taken that CPFF prime contracts and CPFF subcontracts thereunder contain adequate contractual provisions on these points, and that where a right exists to take title in the name of the Government at origin, such right is exercised in appropriate cases.

(c) In cases where the benefits of land grant deductions are to be obtained, normally Government bills of lading should be furnished to the shippers. In exceptional cases (see AR 55-150) shippers may be instructed to use commercial collect bills of lading, marked "To be converted to Government bill of lading at destination."

(d) Attention is invited to the fact that an F.O.B. origin shipment is consistent with a right to inspect and reject at destination, if such right is reserved by proper contract language. See § 813.-1301 (d)

(e) It is the general policy of the War Department to take advantage of land grant deductions. However, since this policy rests upon the definite savings to be obtained, it is not necessary to seek land grant deductions where savings will not be realized, for example, where the difference between origin and destination prices is equal to or less than the freight charges which would be payable by the War Department, and in such cases delivery to destination within the United States at contractor's expense is permissible. Further, obtaining land grant deductions is not required where the administrative or other difficulties involved will definitely, demonstrably and materially interfere with or delay procurement.

(f) The Transportation Corps, ASF, is charged with the responsibility for transportation of War Department property and functions as in substance the "traffic department" of the War Department. When doubt arises as to the desirability or economy from a traffic standpoint of an F. O. B. origin versus F. O. B. destination basis, the matter should be referred to the Traffic Control Division, Office of the Chief of Transportation, for advice.

2. Section 811.1183 is amended to read as follows:

§ 811.1183 *Procurement of spare parts.* Certain restrictions and procedures have been prescribed with respect to the procurement of spare parts. Such restrictions and procedures are set forth in Circular No. 434, War Department, 1944.

3. Paragraph (a) of § 811.1186 is amended to read as follows:

§ 811.1186 *Limitation on purchase of arms, ammunition and implements of war* (a) No purchase of arms, ammunition, or implements of war shall be made on behalf of the United States by any officer, executive department, or independent establishment of the Government from any person who shall have failed to register under the provisions of subsection 12 (g) of Public Resolution of 4 November 1939 (Pub. Res. No. 54—76th Cong., 54 Stat. 10; 22 U. S. C. 452; M. L. 1939, sec. 2207a-12)

[Procurement Reg. 12]

PART 812—RENEGOTIATION AND PRICE ADJUSTMENT

SUBPART A—STATUTORY RENEGOTIATION

In § 812.1205, paragraphs (b), (c) (1) and (2) (d) (e) (g) (1), (h) (1) (iii) and (i) are amended to read as follows:

§ 812.1205 *Discretionary power to exempt certain contracts and subcontracts.*

* * *

(b) *Discretionary power to exempt certain contracts and subcontracts by general classes or types.* The authority to exempt by general classes or types contracts and subcontracts of the kind described in subsection (i) (4) of the 1943 Act is vested in the War Contracts Board and has not been delegated by it except for certain limited authority primarily with respect to royalties (see paragraph (e) (1) of this section)

(c) *Discretionary power to exempt certain individual contracts or subcontracts.* (1) The Director, Purchases Division, Headquarters, Army Service Forces, may exempt from statutory renegotiation any individual contract or subcontract of the types specified in paragraph (a) of this section in connection with the placement of such contract or subcontract or any amendment or revision thereof. Such authority of the Director, Purchases Division, relates to contracts entered into pursuant to the authority of the Secretary of War or the War Department and subcontracts under any such contracts (including in the case of the 1943 Act subcontracts under any such contracts which are also subcontracts under contracts with other Departments)

(2) The chief of a technical service may exempt any such individual contract or subcontract from statutory renegotiation only where express authority to do so is granted (i) by the provisions of the regulations in this chapter. (See e. g. paragraphs (d) (1), (e) (2), (f), (g) (1) and (h) of this section), or (ii) by special delegation from the Director, Purchases Division, Headquarters, Army Service Forces.

* * * * *

(d) *Contracts and subcontracts outside of the United States.* (1) The chief of a technical service is authorized, in his discretion, to exempt from some or all of the provisions of the 1943 Act any individual contract with his technical service, or any subcontract thereunder, which is to be performed outside of the territorial limits of the continental United States, or in Alaska. This authority applies to contracts and subcontracts heretofore or hereafter made or performed and includes subcontracts under any such contracts which are also subcontracts under contracts with other Departments or technical services.

(2) Reference is made to Circular No. 330, War Department, 1944, regarding delegation of exemption authority to commanding officers outside continental United States and in Alaska.

(e) *Contracts and subcontracts relating to patents or inventions.* (1) The Director, Purchases Division, Headquarters, Army Service Forces, may exempt pursuant to subsection (i) (4) of the 1943 Act from some or all of the provisions of the 1943 Act any contracts or subcontracts with respect to patents or inventions, which contracts or subcontracts are license agreements, assignments, releases of, or covenants not to sue with respect to, claims for the manufacture or use of inventions, and any contracts or subcontracts for royalties charged or chargeable directly or indirectly to the United States which royalties are the subject of a royalty adjustment contract either pursuant to Public Law 768, 77th Congress, Chapter 634—2d Session, or otherwise: *Provided, however,* That each exemption made under this subparagraph which relates to general classes or types of contracts or subcontracts shall be limited to the contracts or subcontracts of specific contractors or subcontractors to whom amounts are or may be paid or payable under such contracts or subcontracts.

(2) The chief of a technical service may exempt from some or all of the provisions of the 1942 or 1943 Act any individual contract received or entered into by such technical service granting to the Government or its allies a license under a patent or an invention or transferring a patent or an invention to the Government, or releasing the Government or its allies from claims for the manufacture or use of inventions, if the aggregate payments under the contract for its duration or for any stated period are either (i) a fixed amount determinable at the time of the execution of the contract, or (ii) limited by contract to a

maximum amount determinable at the time of the execution of the contract, and if, in his opinion, the fixed amount or maximum amount will not yield excessive profits to the contractor or subcontractor.

* * * *

(g) *Exemption of individual contracts and subcontracts for less than $5,000,000.* (1) A chief of a technical service may exempt from statutory renegotiation, any individual contract or subcontract for an amount of less than $5,000,000 of the types specified in paragraph (a) of this section. Such authority of each chief of a technical service relates to contracts entered into pursuant to the authority of the Secretary of War or the War Department and subcontracts under any such contracts (including in the case of the 1943 Act subcontracts under any such contracts which are also subcontracts under contracts with other departments) Such exemption shall be granted only in connection with the placement of such contract or subcontract, or any amendment or revision thereof. Exemption from statutory renegotiation of any contract or subcontract for $5,000,000 or more shall be granted only with the approval of the Director, Purchases Division, Headquarters, Army Service Forces. Any request for the approval of an award of a contract for $5,000,000 or more (see § 803.305 (b)) where it is proposed to exempt the contract from statutory renegotiation will disclose that fact.

* * * * *

(h) *Exemptions of individual contracts within stated classifications where profits can be determined with reasonable certainty when the contract price is established.* (1) * * *

(iii) *Textiles or textile products.* Contracts and subcontracts for textiles or textile products. Such authority of each chief of a technical service relates to contracts entered into pursuant to the authority of the Secreary of War or the War Department and subcontracts under any such contracts (including in the case of the 1943 Act subcontracts under any such contracts which are also subcontracts under contracts with other departments)

* * * * *

(i) *Redelegation of authority to exempt individual contracts and subcontracts from renegotiation.* (1) The Director, Purchases Division, Headquarters, Army Service Forces, may delegate and authorize successive redelegations of the authority conferred upon him by paragraphs (c) (1) and (e) (1) of this section.

(2) The chief of a technical service may delegate and authorize successive redelegations of the authority conferred upon him by paragraphs (c) (2), (d) (1) (e) (2), (g) (1) and (h) of this section.

APPENDIX

NOTE: For Renegotiation Regulations, see 9 F.R. 4135, 6154, 7020, 9107, 9907, 11764, 12845 and 13858.

[Procurement Reg. 13]

PART 813—FORMS OF CONTRACTS

1. In § 813.1327 (e), new subparagraphs (4) and (5) are added and former subparagraphs (4) to (12), inclusive, are redesignated (6) to (14), inclusive, as follows:

§ 813.1327 *Standard Procurement Form No. 3 and related forms (W.D., A.G.O. Forms Nos 299, 299-1, 299-2)* * * *

(e) *Instructions as to remainder of Standard Procurement Form No. 3, and as to the related forms.* * * *

(4) The form of "Instructions for Completing War Department Standard Procurement Form No. 3" contains, in paragraph (B) of Title III thereof, the following sentence: "The costs of any other facilities to be manufactured or acquired for the performance of the proposed contract, but to which the Government is not to take immediate legal title, is to be included in the unit prices set forth in the table" This sentence refers to a special contract provision by which the Government agrees to pay for and is given in return an express contract right, exercisable after the making of the contract, to take legal title to specified equipment (the cost of which should, of course, appear separately in Title V of Standard Procurement Form No. 3) Contractors are not thereby informed that they might include in unit prices the cost of any facilities not expressly subject to such a contract provision. Procurement offices will see that contractors properly follow this instruction.

(5) Attention is invited to the space provided at the end of paragraph (c) of Title III of the "Instructions for Completing War Department Standard Procurement Form No. 3" This space is intended for the insertion, by the procurement office, of special instructions relating to taxes in any case where the general instructions are inapplicable or inappropriate.

2. In § 813.1329, the first and third "whereas" clauses, and Articles 1 (e) and (f) and 2 are amended to read as follows:

§ 813.1329 *W D. Contract Form No. 29.*

* * * * *

Whereas, on or about the _____ day of _____, 19____, Licensor and Licensee entered into an instrument of license, providing in part as follows:

[Quote clause granting license and royalty provisions of license.]

* * * * *

Whereas, Licensor has [or Licensor and Licensee have] requested the Secretary of War to forebear from giving notice under the Act [or, has requested the Secretary of War to forebear from making an order under the Act] and, in consideration of and during the continuance of such forebearance, Licensor is [or Licensor and Licensee are] willing to adjust the rates or amounts of said royalties in the manner and to the extent herein set forth; and

* * * * *

ARTICLE 1. *Definitions.* * * *

(e) "Period of this agreement" means the period of time beginning the _____ day of _____, 19____ [insert date as of which the royalty adjustment is to take effect] and ending when the head of any department or agency of the Government gives notice under the Act that the reduced royalties specified in this contract are believed to be unreasonable or excessive, but in any event ending six months after the cessation of hostilities in all wars in which the United States are now engaged;

(f) Subject royalties" means that portion of the royalties accruing under said license, in respect to the practice of said inventions during the period of this agreement, which is charged or chargeable directly or indirectly to the Government; and

* * * * *

ARTICLE 2. *Royalty reduction.* [Use following in case of reduction in royalty rates]

Licensor agrees that the subject royalties shall be and they are hereby reduced to _____ in lieu of the rates specified in said license.

[Use following in case of a ceiling upon future receipts and refund by Licensor]

Licensor agrees that the subject royalties shall be and they are hereby continued at the rates set forth in said license; *Provided, however,* That the maximum of subject royalties to be retained by Licensor shall not exceed the sum of _____[ceiling]_____ for each quarter year period commencing _____[date]_____ and that all excess of subject royalties over said maximum for each quarter year shall be paid to the Treasurer of the United States as hereinafter provided.

3. Sections 813.1330 to 813.1334, inclusive are added, as follows:

§ 813.1330 *W D. Contract Form No. 30 (Paid-up Release and License).*

Contract No._____
Negotiated

WAR DEPARTMENT

PATENT RELEASE AND LICENSE CONTRACT

This contract, entered into this _____ day of _____ 194__, by the United States of America (hereinafter called the Government), represented by the officer executing this contract, and _____ _____ (hereinafter called Contractor),[1] a corporation organized and existing under the laws of the State of _____ [1] a partnership consisting of _____ [1] an individual trading as _____ of the City of _____ in the State of _____ witnesseth that

Whereas, Contractor warrants that it has the right to grant the within license and release, and the Government desires to procure the same,

Whereas, this contract is authorized by Section 3 of the Act of October 31, 1942 (Public No. 703, 77th Congress, 35 U. S. C. 83-93).

Now, therefore, in consideration of the grant, release and agreements hereinafter recited the parties have agreed as follows:

ARTICLE 1. *License.*—(see § 811.1115 (q) (1))

Contractor agrees to and does hereby grant and convey to the Government, as represented by the Secretary of War, an irrevocable, non-exclusive, non-transferable and paid-up license under the following patent(s) [and application(s) for patent] to practice and cause to be practiced for the Government any and all of the inventions thereof in the manufacture, use and disposition of any article or material, and in the use of any method, in accordance with law:

[1] Delete all lines which do not apply.

U. S. Patent No.	Date	Application Serial No.	Filing Date

[together with corresponding foreign patents and applications for patent, insofar as Contractor has the right to grant licenses thereunder]

Term. (See par. § 811.1115 (q) (4))

[Alternate A]

The license hereby granted shall remain in full force and effect for the full term of the patent(s) referred to above [and any and all patents hereafter issued on applications for patent referred to above].

[Alternate B]

The license hereby granted shall terminate on the _____ day of _____, 19____; *Provided, however,* That said termination shall be without prejudice to the completion of any contract entered into by the Government prior to said date of termination or to the use or disposition thereafter of any articles or materials manufactured by or for the Government under this license.

[Alternate C]

The license hereby granted shall terminate on the date six months after the cessation of hostilities in all wars in which the United States are now engaged; *Provided, however,* That said termination shall be without prejudice to the completion of any contract entered into by the Government prior to said date of termination or to the use or disposition thereafter of any articles or materials manufactured by or for the Government under this license.

[Alternate D]

The license hereby granted shall remain in full force and effect for the full term(s) of the patent(s) referred to above (and any and all patents hereafter issued on applications for patent referred to above) except that said license shall, as respects solely the right to manufacture and to use in manufacture in foreign countries, and not any other rights under said license, terminate on the date six months after the cessation of hostilities in all wars in which the United States are now engaged; *Provided, however,* That said termination shall be without prejudice to the completion of any contract entered into by the Government prior to said date of termination or to the use or disposition thereafter of any articles or materials manufactured by or for the Government under this license.

[Alternate E]

The license hereby granted shall remain in full force and effect for the full term(s) of the patent(s) referred to above (and any and all patents hereafter issued on applications for patent referred to above) except that said license shall, as respects foreign countries, terminate on the date six months after the cessation of hostilities, in all wars in which the United States are now engaged; *Provided, however,* That said termination shall be without prejudice to the completion of any contract entered into by the Government prior to said date of termination or to the use or disposition thereafter of any articles or materials manufactured by or for the Government under this license.

ARTICLE 2. *Non-Estoppel.* (See § 811.1115 (q) (2)).

Contractor agrees that the Government shall not be estopped at any time to contest the enforceability, validity or scope of, or the title to any patent or patent application herein licensed.

ARTICLE 3. *Release of past infringement.* (See § 811.1115 (q) (3)).

Contractor agrees to and does hereby release each and every claim and demand to which the Government, its officers, agents, servants and employees are now or may hereafter be liable on account of infringement by or for the Government, occurring prior to the date of this contract, of [(1)] any of the patents and applications for patent specifically identified in this contract [, and (2) any other patent or application for patent now owned or hereafter acquired by Contractor, insofar as and to the extent only that such other patent or application covers the manufacture, use or disposition of (description of subject matter)].

ARTICLE 4. *Payment.*

Contractor shall be paid the sum of _____ _____ ($_____) Dollars in full compensation for the rights herein granted and agreed to be granted.

ARTICLE 5. *Renegotiation* (use § 803.342 (a) or the following, see § 811.1115 (p) (3) and (4)).

[Alternate A]

The Government agrees that all amounts now or hereafter received or accrued under this contract shall be exempt from statutory renegotiation under the Renegotiation Act of 1943, as amended. This exemption is granted by the officer executing this contract in behalf of the Government pursuant to authority contained in section 403 (1) (4) of the Renegotiation Act of 1943 and duly delegated to him. It is found that the profits to be derived from this contract can be determined with reasonable certainty at the time of execution hereof in behalf of the Government. In the opinion of the officer executing this contract in behalf of the Government the contract price established hereby will not yield excessive profits to the Contractor.

ARTICLE 6. *General provisions*—(a) *Officials not to benefit.* (Use § 803.322, see § 811.1115 (p) (1)).

(b) *Covenant against contingent fees.* (Use § 803.323, see § 811.1115 (p) (1)).

(c) *Anti-discrimination.* (See § 811.1115 (p) (2)).

(d) *Assignments of rights.* (Use § 803.355 if the Government is to pay $1,000 or more, see § 811.1115 (p) (2)).

ARTICLE 7. *Successors and assigns.* This agreement shall be binding upon Contractor, its successors and assigns, but nothing contained in this Article shall authorize an assignment of any claim upon the Government otherwise than as permitted by law.

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

[SEAL] THE UNITED STATES OF AMERICA,

By _____
[Signature (and title) of delegate]

_____

By _____

_____
(Business Address)

Two witnesses

_____
_____
(Address)

_____
_____
(Address)

[1] The foregoing contract is hereby approved in behalf of the Secretary of War.

[1] By direction of the Under Secretary of War:

_____
[Leave two lines blank]

[1] Director, Purchases Division, Headquarters, Army Service Forces.

[1] To be added if the contract is subject to approval by the Director, see § 811.1115 (n). In contracts originating in the Army Air Forces, substitute "Special Representative of the Under Secretary of War" for "Director, Purchases Division, Headquarters, Army Service Forces."

§ 813.1331 *W D. Contract Form No. 31 (Release and License, running royalty basis)*

Contract No._____
Negotiated

WAR DEPARTMENT

PATENT RELEASE AND LICENSE CONTRACT

This contract, entered into this _____ day of _____ 194__, by the United States of America (hereinafter called the Government), represented by the officer executing this contract, and_____ _____ (hereinafter called the Contractor), [1] a corporation organized and existing under the laws of the State of _____ [1] a partnership consisting of _____ [1] an individual trading as _____ of the City of _____ in the State of _____ witnesseth that

Whereas, Contractor warrants that it has the right to grant the within license and release, and the War Department desires to procure the same.

Whereas, this contract is authorized by Section 3 of the Act of October 31, 1942 (Public No. 768, 77th Congress, 35 U.S.C. 69-96).

Now, therefore, the parties have agreed as follows:

ARTICLE 1. *License.* (See § 811.1115 (r) (1)).

Contractor agrees to and does hereby grant and convey to the Government, as represented by the Secretary of War, an irrevocable, non-exclusive, non-transferable license under the following patent(s) [and application(s) for patent] to practice by the War Department and cause to be practiced for the War Department any and all of the inventions thereof in the manufacture, use and disposition of any article or material, and in the use of any method, in accordance with law:

U. S. Patent No.	Date	Application Serial No.	Filing Date

[together with corresponding foreign patents and applications for patent, insofar as Contractor has the right to grant licenses thereunder].

Term. (See §§ 811.1115 (r) (4) and 813.1330 (d)).

[Alternate A]

The license hereby granted shall remain in full force and effect for the full term(s) of the patent(s) referred to above [and any and all patents hereafter issued on applications for patent referred to above], unless sooner terminated as elsewhere herein provided.

ARTICLE 2. *Royalties.* (See § 811.1115 (r) (6)).

[Alternate A]

(a) Royalties shall accrue under this contract in favor of Contractor, subject to payment thereof at the times and subject to the limitation hereinafter stated on all articles or materials embodying or manufactured by the use of any or all of the inventions licensed herein, upon acceptance thereof by the War Department (whether made by or for the War Department), at the rate of _____% of the Cost (as hereinafter defined) of such articles or materials to the Government. "Cost", as used in this paragraph means (1) in respect of articles or materials purchased by or for the War Department, the purchase price of such articles or materials, except that in cost-plus-a-fixed-fee contracts it means the estimated cost as defined in such contract, and (2) in respect of articles or materials made by the War Department, the actual cost of direct labor and materials without allowance for overhead or supervision.

[1] Delete all lines which do not apply.

(b) The [chief of technical service] shall, on or before the 60th day next following the end of each half-yearly period ending June 30 and December 31 during which royalties have accrued under this license, deliver to Contractor a report in writing stating the number of articles and the amounts of materials accepted by the War Department during said half-yearly period on which royalties have accrued under this contract, and the Cost thereof.

(c) Royalties which have accrued under this contract during each half-yearly period ending June 30 and December 31 shall be paid to Contractor, provided appropriations therefor are available, within 60 days next following the end of each such period; *Provided, however,* That the Government shall not be obligated to pay, in respect of any such half-yearly period, an amount greater than _____ ($_____) Dollars.

[Alternate B]

(a) Royalties shall accrue under this contract in favor of Licensor, subject to payment thereof at the times and subject to the limitation hereinafter stated, on all articles and materials embodying or made by the use of any or all of the inventions licensed herein, upon acceptance thereof of the War Department (whether made by or for the War Department), at the rate of _____ (___¢) cents per [name of item].

(b) The [chief of technical service] shall, on or before the 60th day next following the end of each half-yearly period ending June 30 and December 31 during which royalties have accrued under this license, deliver to Licensor a report in writing stating the number of articles and the amounts of materials accepted by the War Department during said half-yearly period on which royalties have accrued under this contract.

(c) Royalties which have accrued under this contract during each half-yearly period ending June 30 and December 31 shall be paid to Licensor, provided appropriations therefor are available within 60 days next following the end of each such period: *Provided, however,* That the Government shall not be obligated to pay, in respect of any such half-yearly period, an amount greater than _____ _____ ($_____) Dollars.

ARTICLE 3. *Protection against unjust payments.* (See § 811.1115 (r) (5).)

(a) If any license has been or shall hereafter be granted under substantially the same patents and authorizing substantially the same acts which are authorized under this contract within the United States, on royalty terms which are in any respect more favorable to the licensee than those contained herein, the Government shall be entitled to the benefit of such more favorable terms with respect to all royalties accruing under this license after the date such more favorable terms become effective, and Contractor shall promptly notify the Secretary of War in writing of the granting of such more favorable terms.

(b) The Government shall have the right, notwithstanding any other provision of this contract, to terminate the within license by giving notice in writing to Contractor specifying a date when such termination is to be effective; termination of said license in the manner aforesaid may, as specified in such notice, take effect either in whole or insofar as said license applies to any specified service or command of the War Department, or to any specified article, material or method, or to the extent that rights are granted under any specified patent or the specified claims of any patent; and if any part of the said license is thus terminated the rights of the Government to enjoy or to terminate other parts thereof shall be in no wise prejudiced thereby.

(c) In the event any claim of any patent hereby licensed is construed or held invalid by decision of a court of competent jurisdiction, the requirement to pay royalties under this contract insofar as it arises solely by reason of such claim, and any other claim not materially different therefrom, shall be interpreted in conformity with the court's decision as to the scope or validity of such claims: *Provided, however,* That in the event such decision is modified or reversed on appeal, the requirement to pay royalties under this license shall be interpreted in conformity with the final decision rendered on such appeal.

ARTICLE 4. *Non-Estoppel.* (See § 811.1115 (r) (2)).

Contractor agrees that the Government shall not be estopped at any time to contest the enforceability, validity or scope of, or the title to, any patent or patent application herein licensed, but this provision shall not be deemed to modify or avoid the obligation of the Government to pay royalties as elsewhere herein provided.

ARTICLE 5. *Release of past infringement.* (See § 811.1115 (r) (3)).

Contractor agrees to and does hereby release each and every claim and demand to which the Government, its officers, agents, servants and employees are now or may hereafter be liable on account of infringement by or for the Government, occurring prior to the date of this contract, of [(1)] any of the patents and applications for patent specifically identified in this contract [, and (2) any other patent or application for patent now owned or hereafter acquired by Contractor, insofar as and to the extent only that such other patent or application covers the manufacture, use or disposition of (description of subject-matter)].

ARTICLE 6. *General provisions.* (a) *Officials not to benefit.* (Use § 803.322, see § 811.1115 (p) (1)).

(b) *Covenant against contingent fees.* (Use § 803.323, see § 811.1115 (p) (1)).

(c) *Anti-discrimination.* (See § 811.1115 (p) (2)).

(d) *Assignment of rights.* (Use § 803.305 if the Government is to pay $1,000 or more, see § 811.1115 (p) (2)).

ARTICLE 7. *Renegotiation.* (Use §§ 803.242 (a) or 813.1330 (h), see § 811.1115 (p) (3) and (4)).

ARTICLE 8. *Reserved rights.* (See § 811.1115 (p) (5)).

Nothing herein contained shall limit the right of the head of any other department (as hereinafter defined) to give notice under the Royalty Adjustment Act (Public Law No. 768, 77th Congress; 35 U.S.C., 89-96) if at any time it is believed that royalties payable by others under the patents herein licensed, and which are charged or chargeable to the Government in connection with the procurement of supplies, equipment, or materials by any other department are unreasonable or excessive, nor shall the head of any other department be deemed to have approved the rates or amounts of royalties specified herein. "Any other department" as used in this paragraph means all departments and agencies of the Government other than the War Department.

ARTICLE 9. *Successors and assigns.*

This agreement shall be binding upon Contractor, its successors and assigns, but nothing contained in this Article shall authorize an assignment of any claim upon the Government otherwise than as permitted by law.

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

THE UNITED STATES OF AMERICA,

By _____

[Signature (and title) of delegate]

_____

By _____

_____

(Business Address)

Two witnesses

_____

_____

(Address)

_____

_____

(Address)

[1] The foregoing contract is hereby approved in behalf of the Secretary of War.

[1] By direction of the Under Secretary of War:

_____

[Leave two lines blank]

[1] Director, Purchases Division, Headquarters, Army Service Forces

§ 813.1332 *W.D. Contract Form No. 32 (Release and Assignment Involving a Money Payment)*

Contract No. _____
Negotiated

WAR DEPARTMENT

PATENT RELEASE AND ASSIGNMENT CONTRACT

This contract, entered into this _____ day of _____, 194__ by the United States of America (hereinafter called the Government), represented by the officer executing this contract, and _____ _____ (hereinafter called Contractor) [2] a corporation organized and existing under the laws of the State of _____ [2] a partnership consisting of _____ [2] an individual trading as _____ of the City of _____ in the State of _____ witnesseth that

Whereas, Contractor warrants that it has the right to grant the within assignment and release, and the Government desires to procure the same,

Whereas, this contract is authorized by Section 3 of the Act of October 31, 1942 (Public No. 703, 77th Congress, 35 U.S.C. 89-96).

Now, therefore, in consideration of the assignment, release and agreements hereinafter recited the parties have agreed as follows:

ARTICLE 1. *Assignment.* (See § 811.1115 (c) (1)).

Contractor agrees to and does hereby sell, assign, and transfer to the Government and its assigns, as represented by the Secretary of War, the entire right, title and interest in and to the following patent(s) [and application(s) for patent], in and to the invention(s) thereof, and in and to all claims and demands whatsoever for infringement thereof heretofore occurred, the same to be held and enjoyed by the Government through its duly appointed representatives to the full end of the term of said patent(s) [and to the full end of the term(s) of all patents which may be granted upon said application(s) for patent or upon any division, renewal or continuation thereof] as fully and entirely as the same would have been held by Contractor had this assignment not been made:

U. S. Patent No.	Date	Name of Inventor
_____	_____	_____
_____	_____	_____

U. S. Application Serial No.	Filing Date	Name of Inventor
_____	_____	_____
_____	_____	_____

[together with corresponding foreign patents and applications for patent, insofar as Contractor has the right to assign the same].

[1] To be added if the contract is subject to approval by the Director, see § 811.1115 (n). In contracts originating in the Army Air Forces, substitute "Special Representative of the Under Secretary of War" for "Director, Purchases Division, Headquarters, Army Service Forces"

[2] Delete all lines which do not apply.

ARTICLE 2. *Release of past infringement.* (See § 811.1115 (s) (2).)

Contractor agrees to and does hereby release each and every claim and demand to which the Government, its officers, agents, servants and employees are now or may hereafter be liable on account of infringement by or for the Government, occurring prior to the date of this contract, of [(1)] any of the patents and applications for patent specifically identified in this contract [, and (2) any other patent or application for patent now owned or hereafter acquired by Contractor, insofar as and to the extent only that such other patent or application covers the manufacture, use or disposition of (description of subject-matter)].

ARTICLE 3. *Non-Estoppel.* (See § 811.1115 (s) (3)).

Contractor agrees that the Government shall not be estopped at any time to contest the enforceability, validity or scope of, or the title to any patent or patent application herein assigned.

ARTICLE 4. *Payment.*

Contractor shall be paid the sum of_____ _____ ($_____) Dollars in full compensation for the rights herein granted and agreed to be granted.

ARTICLE 5. *Renegotiation.* (Use §§ 803.342 (a) or 813.1330 (h), see § 811.1115 (p) (3) and (4)).

ARTICLE 6. *General provisions.* (a) *Officials not to benefit.* (Use § 803.322, see § 811.1115 (p) (1)).

(b) *Covenant against contingent fees.* (Use § 803.323, see § 811.1115 (p) (1)).

(c) *Anti-discrimination.* (See § 811.1115 (p) (2)).

(d) *Assignment of rights.* (Use § 803.355 if the Government is to pay $1,000 or more, see § 811.1115 (p) (2)).

ARTICLE 7. *Successors and assigns.*

This agreement shall be binding upon Contractor, its successors and assigns, but nothing contained in this article shall authorize an assignment of any claim upon the Government otherwise than as permitted by law.

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

THE UNITED STATES OF AMERICA,

By _____
[Signature (and title) of delegate]
_____

By _____
_____
(Business Address)

Two Witnesses
_____
_____
(Address)
_____
_____
(Address)

[1] The foregoing contract is hereby approved in behalf of the Secretary of War.

[1] By direction of the Under Secretary of War:

_____
[Leave two lines blank]
[1] Director, Purchases Division, Headquarters, Army Service Forces

[1] To be added if the contract is subject to approval by the Director, see § 811.1115 (n). In contracts originating in the Army Air Forces, substitute "Special Representative of the Under Secretary of War" for "Director, Purchases Division, Headquarters, Army Service Forces."

§ 813.1333 *W. D. Contract Form No. 33 (Release Involving a Money Payment).*

Contract No._____
Negotiated

WAR DEPARTMENT

PATENT RELEASE CONTRACT

This contract, entered into this _____ day of _____, 194__ by the United States of America (hereinafter called the Government), represented by the officer executing this contract, and _____ _____ (hereinafter called Contractor) [2] a corporation organized and existing under the laws of the State of _____ [2] a partnership consisting of _____ [2] an individual trading as _____ of the City of _____ in the State of _____ witnesseth that

Whereas, Contractor is the owner of the entire right, title and interest in, to and under the following patent(s) [and application(s) for patent] (hereinafter called Contractor's Patents) and in, to and under all rights of action for infringement thereof:

U. S. Patent No.	Date	Application Serial No.	Filing Date

Whereas, Contractor warrants that it has the right to grant the within release, and the Government desires to procure the same.

Whereas, this contract is authorized by Section 3 of the act of October 31, 1942 (Public, No. 768, 77th Congress, 35 U.S.C. 89-96).

Now, therefore, in consideration of the release and agreements hereinafter recited the parties have agreed as follows:

ARTICLE 1. *Release.* (See § 811.1115 (t) (1)).

Contractor agrees to and does hereby release each and every claim and demand to which the Government, its officers, agents, servants and employees are now or may hereafter be liable on account of infringement by or for the Government, occurring prior to the date of this contract, of [(1)] any of the patents and applications for patent specifically identified in this contract [, and (2) any other patent or application for patent now owned or hereafter acquired by Contractor, insofar as and to the extent only that such other patent or application covers the manufacture, use or disposition of (description of subject-matter)].

ARTICLE 2. *Non-Estoppel.* (See § 811.1115 (t) (2))

Contractor agrees that the Government shall not be estopped at any time to contest the enforceability, validity or scope of, or the title to any patent or patent application covered by this release.

ARTICLE 3. *Payment.*

Contractor shall be paid the sum of_____ _____ ($_____) Dollars in full compensation for the release herein granted.

ARTICLE 4. *Renegotiation.* (Use §§ 803.342 (a) or 813.1330 (h), see § 811.1115 (p) (3) and (4))

ARTICLE 5. *General provisions.*

(a) *Officials not to benefit.* (Use § 803.322, see §811.1115 (p) (1))

(b) *Covenant against contingent fees.* (Use § 803.323, see § 811.1115 (p) (1)).

(c) *Assignment of rights.* (Use § 803.355 if the Government is to pay $1,000 or more, see § 811.1115 (p) (2)).

ARTICLE 6. *Successors and assigns.*

This agreement shall be binding upon Contractor, its successors and assigns, but nothing contained in this Article shall authorize an assignment of any claim upon the Government otherwise than as permitted by law.

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

[SEAL] THE UNITED STATES OF AMERICA,

By_____
[Signature (and title) of delegate]
_____

By_____
_____
(Business Address)

Two witnesses
_____
_____
(Address)
_____
_____
(Address)

[1] The foregoing contract is hereby approved in behalf of the Secretary of War.

[1] By direction of the Under Secretary of War:

_____
[Leave two lines blank]
[1] Director, Purchases Division, Headquarters, Army Service Forces

§ 813.1334 *W D. Contract Form No. 34 (Royalty-Free Release and License Involving No Money Payment.)* (See § 811.1115 (u).)

WAR DEPARTMENT

PATENT RELEASE AND LICENSE CONTRACT

This contract, made this_____ day of_____, 194__, by_____ _____ (hereinafter called Contractor), [2] a corporation organized and existing under the laws of the State of_____ [2] a partnership consisting of _____ [2] an individual trading as _____ of the City of_____ in the State of_____in favor of the United States of America (hereinafter called the Government), as Promisee, witnesseth that

Whereas, to further the prosecution of the war, aid the national defense and promote the common welfare, numerous patent owners have, upon request of the Government, granted and are continuing to grant releases and royalty-free licenses to the Government to practice the inventions secured by their patents and applications for patents (hereinafter called "such inventions"),

Whereas, the Government has utilized many such inventions for the purposes aforesaid and is desirous of obtaining further releases and royalty-free licenses including this release and license, and

Whereas, this contract is authorized by Section 3 of the Act of October 31, 1942 (Public No. 768, 77th Congress, 35 U. S. C. 89-96).

Now therefore, in consideration of the premises and of the grant by other patent owners of like releases and licenses to the Government, Contractor has agreed as follows:

ARTICLE 1. *License.* (See § 811.1115 (u) (2))

Contractor agrees to and does hereby grant and convey to the Government, as represented by the Secretary of War, an irrevocable, non-exclusive, non-transferable and royalty-free license under the following patent(s) [and application(s) for patent] to practice and cause to be practiced for the Government any and all of the inventions thereof in the manufacture, use and disposition of any article or material, and in the use of any method, in accordance with law·

[2] Delete all lines which do not apply.

U. S. Patent No.	Date	Application Serial No.	Filing Date

[together with corresponding foreign patents and applications for patent, insofar as Contractor has the right to grant licenses thereunder].

Term. (See §§ 811.1115 (u) (2) and 813.1330 (d))

The license hereby granted shall remain in full force and effect for the full term of the patent(s) referred to above [and any and all patents hereafter itssued on applications for patent referred to above].

ARTICLE 2. *Release of past infringement.* (See § 811.1115 (u) (2))

Contractor agrees to and does hereby release each and every claim and demand which Contractor now has or may hereafter have against the Government, its officers, agents, servants and employees, on account of infringement by or for the Government, occurring prior to the date of this contract, of [(1)] any of the patents and applications for patent specifically identified in this contract [, and (2) any other patent or application for patent now owned or hereafter acquired by Contractor, insofar as and to the extent only that such other patent or application covers the manufacture, use or disposition of (description of subject matter)].

Non-Estoppel. (See § 811.1115 (u) (2))

Contractor agrees that the Government shall not be estopped at any time to contest the enforceability, validity or scope of, or the title to, any patent or patent application herein licensed.

Successors and assigns. This contract shall be binding upon Contractor, its successors and asigns.

In witness whereof, Contractor has executed this contract as of the day and year first above written.

[SEAL] _____
(Name of Contractor)
By _____
Its _____
_____
(Business Address)

Two Witnesses
_____
_____
(Address)
_____
_____
(Address)

[Procurement Reg. 16]

PART 816—PRIORITIES

SUBPART P—PREFERENCE RATINGS FOR PROCUREMENT FROM NONAPPROPRIATED FUNDS

Sections 816.1695 to 816.1699, inclusive, are revoked, as follows:

§ 816.1695 *Authority delegated to Special Services Division.* [Revoked]

NOTE: See Section IV, Circular No. 459, W.D., 1944, dealing with the issue of preference rating certificates, WPB Form PD-3A, for the procurement of items being purchased with nonappropriated funds.

§ 816.1696 *Procedure.* [Revoked]

§ 816.1697 *Accomplishing the PD-3A Certificate and assigning the applicable rating.* [Revoked]

§ 816.1698 *Out-of-line rating.* [Revoked]

§ 816.1699 *Issuance of instructions.* [Revoked]

Subchapter B—Disposal of Property

[Procurement Reg. 7]

PART 821—GENERAL

Section 821.115-2 is added as follows:

§ 821.115-2 *Information as to declarations of surplus.* (a) Information as to declarations of surplus property by the War Department, including the reasons why the property became surplus, is a matter of public interest and such information must be made available to the public to the fullest extent practicable.

(b) Under no circumstances will the War Department ask or expect a Disposal Agency to dispose of property declared surplus by the War Department under any conditions other than normal full publicity.

(c) In those cases where the Readjustment Division, Headquarters, Army Service Forces, upon the basis of information received from the chiefs of the technical services, considers that proposed declarations of surplus involve substantial or unusual amounts or types of property, Readjustment Division will prepare the statement of the pertinent facts, including the reasons why the property became surplus, which it will process through normal channels for release by the Bureau of Public Relations. Chiefs of technical services will cooperate with Readjustment Division in the preparation of such statements.

PART 823—DISPOSITION OF PROPERTY FOR PURPOSES DIRECTLY RELATED TO THE PROSECUTION OF THE WAR

1. Section 823.301-1 is amended to read as follows:

§ 823.301-1 *Sale to war contractors.* The chiefs of the technical services are authorized, when it is determined by them that such action will facilitate the prosecution of the war, to make contracts by negotiation for the sale of, and to sell to manufacturers and suppliers having war contracts, including employees and suppliers of war contractors, and to employees of the Government engaged in war production, any machine tool equipment, processing equipment, uniforms, safety clothing and equipment, plant protective clothing and other special articles necessary to persons employed in or otherwise connected with war industries or establishments, manufacturing aids, raw materials, manufactured materials or other materials or facilities presently owned or hereafter acquired by the Government. Such sales, however, shall be made only for the purpose of facilitating the performance of war contracts or war production. Sales to war contractors ordinarily will be made for cash. However, property (except non-repairable property) may be sold to war contractors on credit not exceeding sixty days. Contracts executed in accordance with this paragraph will recite that they are entered into pursuant to the First War Powers Act and Executive Order 8001.

2. In § 823.306, the text is designated paragraph (a) and paragraph (b) is added, as follows:

§ 823.306 *Disposition by contractors.* (a) * * *

(b) Sales pursuant to the clause set forth in § 803.363 ordinarily will be made for cash. However, a contractor may sell property (except non-repairable property) on credit, not exceeding 60 days, at the risk of the Government, if the approval of the contracting officer is first obtained. Such authorization to sell on credit shall be subject to the condition that the contracting officer obtain in advance from the contractor an assignment or a written agreement to assign to the Government at any time on the request of the contracting officer, but in any event before approval of the final voucher of the contract, all the contractor's right, title and interest in claims against buyers arising out of such sale. (See § 844.445 for credit sales of termination inventory.)

PART 824—DISPOSITION OF NON-REPAIRABLE PROPERTY

1. In § 824.401, paragraph (f) is added as follows:

§ 824.401 *Non-military property other than current production scrap.* * * *

(f) Non-repairable property will not be mutilated except when such mutilation is required for reasons of security or safety.

2. Section 824.407 is amended and §§ 824.407-1, 824.407-2 and 824.407-3 are added, as follows:

§ 824.407 *Sale of certain additions and improvements.* The following sections discuss the sale of certain additions and improvements.

§ 824.407-1 *Property salable as scrap or salvage after removal.* The chief of a technical service may negotiate contracts for the sale of, and may sell to the contractor in possession, conduits, wiring, fencing, partitions, connections, fixtures, foundations and other additions and improvements which the Government, presently or at some future date, is authorized or required to remove from the contractor's premises, or is obligated to reimburse the contractor for such removal, whenever such property would be salable only as scrap or salvage after removal.

§ 824.407-2 *Other property.* The authorization contained in § 824.407 extends to connections, fixtures, and similar property, which may be salable other than as scrap or salvage after removal, whenever:

(a) Such property is attached to or used in connection with additions and improvements salable under § 824.407-1, and

(b) It is impracticable or against the best interests of the Government to sever the connections, fixtures, and similar property, as, for example, where such

property is an integral part of the addition or improvement, or physically so attached to the addition or improvement that severance would not be feasible or would affect adversely the sales price; and

(c) The cost of such connections, fixtures, and similar property represents a relatively minor part of the total cost of all the property to be sold, the entirety of which would be regarded substantially as scrap or salvage after removal. (Costs may be estimated if not known.)

§ 824.407-3 *Limitations on authorization.* The authorization contained in § 824.407 is subject to the following limitations:

(a) Sales will be made at the best price obtainable, with due regard to the value of the items to the contractor, the probable cost of removing the items, and the estimated proceeds of sale to any other buyer after deducting the estimated cost of removal.

(b) Where the total cost, estimated if not known, of the items involved in any proposed sale exceeds $1,000, such sale will not be made without the prior approval of a disposal board.

(c) Machine tools and other production equipment may not be sold under the authority contained in § 824.407.

3. Sections 824.408 to 824.410, inclusive, are added, as follows:

§ 824.408 *Aluminum scrap.* The following sections deal with aluminum scrap.

§ 824.408-1 *Minimum prices.* (a) Surplus War Property Administration Regulation No. 5 prescribes minimum prices for the sale of various grades of aluminum scrap, except: (1) quantities of 10,000 lbs. or less available for sale at any one place; (2) scrap resulting from termination inventories, where the total claim of the contractor or subcontractor, before disposal credits, is less than $10,000; (3) borings and turnings, regardless of quantity.

(b) The following minimum prices are prescribed, f. o. b. shipping point, for the grades indicated:

	Cents per lb.
(1) All segregated solids	6
(2) All mixed solids	5
(3) Any scrap solids mixed with foreign materials	4
(4) Obsolete aircraft; completed or partially completed subassemblies	2½
(5) Wrecked aircraft	1¼

(c) Aluminum scrap which is not exempt from the minimum price provisions referred to in paragraph (a) of this section and which cannot be sold at or above the minimum prices provided in paragraph (b) of this section, will be shipped to aluminum scrap storage areas operated by Metals Reserve Company, a subsidiary of Reconstruction Finance Corporation. Shipments will be made in accordance with the instructions contained in § 824.408-2.

§ 824.408-2 *Shipment to storage areas.* (a) Prior to making shipments of aluminum scrap to storage areas pursuant to § 824.408-1 (c), shipping instructions, will be requested by mail, telephone or telegraph from the regional office of Reconstruction Finance Corporation for the region in which the scrap is located. A list of these offices is contained in § 829.907. Requests will be addressed to the attention of Metals Reserve Company Agent and will indicate the approximate weight of the scrap for which shipping instructions are sought. The Metals Reserve Company Agent will issue appropriate shipping instructions upon receipt of such request.

(b) Each shipment will be evidenced by War Department shipping documents, indicating the total weight shipped, and will be accomplished on government Bills of Lading. If shipments are made by rail, flat bottom gondola cars will be used.

§ 824.409 *Scrap (other than aluminum) after VE-Day.* (a) It is anticipated that on VE-Day, scrap other than aluminum, resulting from contract terminations only, may not be salable at contractors' plants in time to assure prompt plant clearance. In order to relieve this situation certain emergency storage areas are being prepared and will be ready to receive such scrap on VE-Day.

(b) On and after VE-Day, scrap, other than aluminum, resulting from contract terminations, which cannot be sold within the 60-day limit prescribed by § 844.413 will be reported to the commanding general of the service command in which it is located. The commanding general of the service command will issue shipping instructions for shipment of such scrap to one of its emergency scrap storage areas.

(c) The commanding general of the service command will establish informal liaison with the local procurement offices of the technical services to estimate the probable rate of scrap shipment to emergency scrap storage areas.

(d) Establishment of these emergency storage areas does not relieve contracting officers or contractors of the responsibility for taking all reasonable action to dispose of termination inventory scrap during the 60-day limit referred to in paragraph (b)

§ 824.410 *Preparation for shipment.* Non-repairable property shipped to storage areas under §§ 824.408 and 824.409 will be loaded and shipped as such and will not be crated, skidded or otherwise prepared for shipment.

PART 825—DISPOSITION OF SERVICEABLE MILITARY PROPERTY

Section 825.501 is amended to read as follows:

§ 825.501 *Declaration of surplus.* The chiefs of the technical services are authorized to declare serviceable military property surplus with the approval of, or subject to regulations prescribed by, the Commanding General, Army Service Forces (Requirements and Stock Control Division) or the Commanding General, Army Air Forces, or his delegate or delegates, as to property of the Army Air Forces, and to dispose of such property in the manner provided in this part notwithstanding the provisions of section 14a, Chapter 440, of Title 1 of the act of June 28, 1940 (54 Stat. 681, 10 U.S.C. 1262a) The regulations prescribed by the Commanding General, Army Services Forces, governing the declaration of military property as surplus are set forth in Section II, ASF Circular No. 407, 1944, and ASF Manual M-416, "Stock Control Manual for Depots" 17 November 1944.

PART 827—DISPOSAL OF SURPLUS PROPERTY

1. Section 827.702 is amended to read as follows:

§ 827.702 *Reporting to disposal agency.* Surplus property other than that required to be disposed of under § 827.701 will be promptly reported to Disposal Agencies. The removal, in accordance with applicable directives, regulations, technical orders or other instructions, of needed parts, components and appliances from items deemed surplus, and any mutilation thereof pursuant to § 825.502, will be accomplished prior to the reporting thereof to the disposal agency, and thereafter only with the concurrence of the disposal agency. Reports will be made as set forth in the following sections.

2. In the first sentence of § 827.702-1 the name and rank of the Director, Division of Small Vessel Procurement, is corrected to read "Commodore E. J. Moran."

3. In § 827.702-2, the list in paragraph (b) is amended by adding "02-Q" after "02-P" and by amending "28-A" to read "28-A, all except Link trainers." Paragraph (a) is amended to read as follows:

§ 827.702-2 *Aircraft and related property.* (a) Surplus aircraft, gliders and Link trainers which have been reported to Headquarters, Army Air Forces, in accordance with Army Air Force Regulation No. 65-86, dated 14 June 1944, or any amendment thereto, will be reported by Headquarters, Army Air Forces to Reconstruction Finance Corporation, Attention: Surplus Property Director, Washington 25, D. C.

4. The last paragraph of § 827.702-4 is amended to read as follows:

§ 827.702-4 *Military property other than aircraft, food and ships.* * * *

Surplus military property under the jurisdiction of technical services of Army Service Forces (see ASF Manual M-416, 17 November 1944) which is in stock at depots and at installations below depot level will be reported by the depot. The station at which the property is located will be notified promptly of this action. Installations below depot level will furnish the appropriate depot with information necessary for the reporting of surplus property in stock below depot level. Surplus military property under the jurisdiction of commanding generals of Army Service Forces service commands (see Section II, ASF Circular No. 407, 1944) will be reported by the service commander.

5. Sections 827.703 to 827.706, inclusive, are amended to read as follows:

§ 827.703 *Report forms.* All reports of surplus property to disposal agencies will be made on Forms SWPA-1 and SWPA-1 (A) Copies of these forms, together with instructions for preparation, are set forth in § 829.905. These forms are available in Adjutant General's Depots.

§ 827.704 *Transmittal of reports.* Reports of surplus property transmitted to disposal agencies will be transmitted to Procurement Division, Treasury Department, and Reconstruction Finance Corporation in triplicate and to other disposal agencies in duplicate. An information copy of each report covering machine tools and production equipment (as defined in § 826.610-1) regardless of cost, and of each report covering other types of property where the total cost of the property included in the report exceeds $25,000 will be transmitted to Director, Readjustment Division, Headquarters, Army Service Forces. The information copy to the Readjustment Division need not be accompanied by a letter of transmittal.

§ 827.705 *Action after reporting.* After the property has been reported to a disposal agency, the field installation concerned will hold the property subject to disposition instructions from the disposal agency. In those cases where the Procurement Division, Treasury Department, is the disposal agency, such instructions will be furnished in duplicate only, and additional copies should be requested only in exceptional circumstances.

§ 827.706 *Withdrawal for further use.* Property which has been reported to a disposal agency may be withdrawn for further use by the technical service of origin or for transfer to another component of the War Department or to another Government agency to which transfer without reimbursement is permitted under § 823.312, with the consent of the disposal agency to which the property was reported. Immediately upon the withdrawal of property under this paragraph, a withdrawal report will be transmitted to the disposal agency to which the property was originally reported as surplus. Withdrawal reports will be prepared and transmitted in the same manner as surplus reports, except that the word "withdrawal" will be entered conspicuously at the top right hand margin of the report form. Where the withdrawal report covers all items included in a previous report of surplus, the phrase "All items withdrawn" may be inserted under the "Description" column of Form SWPA 1 in lieu of listing the individual items.

6. Section 827.708 is amended to read as follows:

§ 827.708 *Shipment after disposal.* When property has been disposed of by a disposal agency, or when the disposal agency takes custody of the property prior to disposal, the disposal agency will issue appropriate shipping instructions to the office designated in the surplus report as the "shipping office" Upon receipt of shipping instructions, the field installation concerned will prepare and load the property for shipment, and arrange for shipment of the property, as directed by the disposal agency. The expense of preparation and loading for shipment will be borne by the field installation concerned, without reimbursement by the disposal agency. The use of War Department transportation facilities in moving surplus property into storage facilities of a disposal agency is authorized when the use of such transportation facilities will not interfere with the normal military functions of the installation concerned. Payment of transportation expenses incurred in moving surplus property into storage facilities of a disposal agency by means other than War Department transportation facilities is authorized where transfer to a disposal agency will be expedited or is otherwise required. Expenses of transportation direct to a purchaser from a disposal agency will not be borne by the War Department. When requested by the disposal agency, copies of bills of lading and other shipping documents and advice as to date of shipping will be furnished to disposal agencies. The War Department is not required to, and should not, repair, recondition or reprocess surplus property. Where, however, parts, attachments or accessories have been removed temporarily from an item of production equipment, reassembly will be accomplished prior to reporting, if the parts, attachments or accessories are excess to the needs of the owning agency and are on hand or readily available, and if the cost of reassembly is not excessive.

PART 829—APPENDIX

1. In the table for § 829.904 under the heading "Treasury Procurement Division," the classification "31 2350" should be "31 2250," and the classification "31 4930" should be "31 4931" the second time it occurs. The text of classification "31 4930" should read "Conveyors, construction materials, portable belt type; and for portable plants."

2. Section 829.907 is amended to read as follows:

§ 829.907 *Reconstruction Finance Corporation; offices of disposing loan agencies and regions covered.*

ATLANTA REGION

Healey Building, Atlanta 3, Georgia.
Georgia, Alabama, Tennessee, Florida.

BOSTON REGION

10 Post Office Square, Boston 9, Massachusetts.
Maine, New Hampshire, Vermont, Massachusetts, Rhode Island, Connecticut—(except Fairfield County).

CHARLOTTE REGION

Wilson Building, 109 West 3rd Street, Charlotte 1, N. C.
North Carolina, South Carolina.

CHICAGO REGION

208 South LaSalle Street, Chicago 4, Illinois.
Illinois—except 44 Southern counties in St. Louis Region, Indiana—except 21 Southern counties in St. Louis Region, Wisconsin—except 26 Northern counties in Minneapolis Region, Iowa.

CLEVELAND REGION

Federal Reserve Bank Bldg., Cleveland 1, Ohio.
Ohio; Kentucky—59 Eastern counties: Bath, Bell, Boone, Bourbon, Boyd, Bracken, Breathitt, Campbell, Carter, Clark, Clay, Elliott, Estill, Fayette, Fleming, Floyd, Garrard, Grant, Greenup, Harlan, Harrison, Jackson, Jessamine, Johnson, Kenton, Knott, Knox, Laurel, Lawrence, Lee, Leslie, Letcher, Lewis, Lincoln, McCreary, Madison, Magoffin, Martin, Mason, Menefee, Montgomery, Morgan, Nicholas, Owsley, Pendleton, Perry, Powell, Pulaski, Pike, Robertson, Rockcastle, Rowan, Scott, Whitley, Wolfe, Woodford; Pennsylvania—19 Western Counties: Allegheny, Armstrong, Beaver, Butler, Clarion, Crawford, Erie, Fayette, Forest, Greene, Indiana, Jefferson, Lawrence, Mercer, Somerset, Venango, Warren, Washington, Westmoreland; West Virginia—6 Northwestern counties: Brooke, Hancock, Marshall, Ohio, Tyler, Wetzel.

DALLAS REGION

Cotton Exchange Bldg., Dallas 1, Texas.
Texas—except 95 counties in San Antonio and Houston Regions; Oklahoma—8 Southeastern counties: Atoka, Bryan, Choctaw, Coal, Johnston, McCurtain, Marshall, Pushmataha; New Mexico—except 13 counties in Denver Region; Arizona—5 Southeastern counties: Cochise, Graham, Greenlee, Pima, Santa Cruz.

DENVER REGION

Boston Building, Denver 2, Colorado.
Colorado; New Mexico—13 Northern counties: Bernalillo, Colfax, Harding, McKinley, Mora, Rio Arriba, Sandoval, San Juan, San Miguel, Santa Fe, Taos, Union, Valencia.

DETROIT REGION

607 Shelby Street, Detroit 26, Michigan.
Michigan—except Upper Peninsula listed under Minneapolis Region.

HOUSTON REGION

Rusk Building, 723 Main St., Houston 2, Texas.
Texas—43 Southeastern counties: Anderson, Angelina, Austin, Bastrop, Brazoria, Brazos, Burleson, Calhoun, Chambers, Cherokee, Colorado, Fayette, Fort Bend, Galveston, Grimes, Hardin, Harris, Houston, Jackson, Jasper, Jefferson, Lavaca, Lee, Liberty, Madison, Matagorda, Montgomery, Nacogdoches, Newton, Orange, Polk, Refugio, Sabine, San Augustine, San Jacinto, Shelby, Trinity, Tyler, Victoria, Walker, Waller, Washington, Wharton.

KANSAS CITY REGION

Federal Reserve Bank Bldg., Kansas City 6, Missouri.
Kansas; Missouri—19 Western counties: Andrew, Atchison, Barton, Bates, Buchanan, Cass, Clay, Clinton, De Kalb, Gentry, Holt, Jackson, Jasper, McDonald, Newton, Nodaway, Platte, Vernon, Worth; Oklahoma—except 8 Southeastern counties listed in Dallas Region.

LOS ANGELES REGION

Pacific Mutual Building, Los Angeles 14, Calif.
California—9 Southern counties: Imperial, Inyo, Los Angeles, Orange, Riverside, San Bernardino, San Diego, Santa Barbara, Ventura; Arizona—except 5 Southeastern counties in Dallas Region.

MINNEAPOLIS REGION

McKnight Building, Minneapolis 1, Minn.
Minnesota; North Dakota; South Dakota; Michigan—Upper Peninsula, counties of: Alger, Baraga, Chippewa, Delta, Dickinson, Gogebic, Houghton, Iron, Keweenaw, Luce, Mackinac, Marquette, Menominee, Ontonagon, Schoolcraft; Wisconsin—26 Northern

counties: Ashland, Barron, Bayfield, Buffalo, Burnett, Chippewa, Douglas, Dunn, Eau Clare, Florence, Forest, Iron, La Crosse, Lincoln, Oneida, Pepin, Pierce, Polk, Price, Rusk, St. Croix, Sawyer, Taylor, Trempealeau, Vilas, Washburn.

NEW ORLEANS REGION

Richards Bldg., 837 Gravier St., New Orleans 12, La.

Louisiana, Mississippi.

NEW YORK REGION

70 Pine Street, New York 5, New York.

New York, Connecticut—Fairfield County, New Jersey—except 9 Southern counties in Philadelphia Region.

OMAHA REGION

Woodman of the World Bldg., Omaha 2, Nebraska.

Nebraska, Wyoming.

PHILADELPHIA REGION

1528 Walnut Street, Philadelphia 2, Pa.

Delaware; Pennsylvania—except 19 Western counties in Cleveland Region; New Jersey—9 Southern counties: Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Mercer, Ocean, Salem.

PORTLAND REGION

Pittock Block, Portland 5, Oregon.

Oregon—except Klamath and Lake counties; Montana; Washington—except 16 Western counties in Seattle Region; Idaho—10 Northern counties: Benewah, Bonner, Boundary, Clearwater, Idaho, Kootenai, Latch, Lewis, Nez Perce, Shoshone.

RICHMOND REGION

Richmond Trust Bldg., 7th and Main Streets, Richmond 19, Va.

Maryland, Virginia, District of Columbia, West Virginia—except 6 Northwestern counties in Cleveland Region.

ST. LOUIS REGION

Victoria Bldg., 407 North 8th Street, St. Louis 2, Mo.

Missouri—except 19 Western counties in Kansas City Region; Illinois—44 Southern counties: Adams, Alexander, Bond, Brown, Calhoun, Clay, Clinton, Crawford, Edwards, Effingham, Fayette, Franklin, Gallatin, Green, Hamilton, Hardin, Jackson, Jasper, Jefferson, Jersey, Johnson, Lawrence, Macoupin, Madison, Marion, Massac, Monroe, Montgomery, Morgan, Perry, Pike, Pope, Pulaski, Randolph, Richmond, St. Clair, Saline, Scott, Union, Wabash, Washington, Wayne, White, Williamson; Indiana—24 Southern counties: Daviess, Dubois, Gibson, Clark, Crawford, Floyd, Greene, Knox, Martin, Pike, Posey, Spencer, Harrison, Jackson, Perry, Sullivan, Vanderburg, Warrick, Jefferson, Lawrence, Orange, Scott, Washington, Switzerland; Arkansas; Kentucky—except 56 Eastern counties in Cleveland Region.

SALT LAKE CITY REGION

Dooly Bldg., Salt Lake City 1, Utah.

Utah; Idaho—except 10 Northern counties in Portland Region; Nevada—4 Eastern counties: Clark, Elko, Lincoln, White Pine.

SAN ANTONIO REGION

Alamo National Bldg., San Antonio 5, Texas.

Texas—52 Southern counties: Aransas, Atascosa, Bandera, Bee, Bexar, Blanco, Brewster, Brooks, Caldwell, Cameron, Comal, De Witt, Dimmit, Duval, Edwards, Frio, Gillespie, Goliad, Gonzales, Guadalupe, Hays, Hidalgo, Jim Hogg, Jim Wells, Karnes, Kendall, Kenedy, Kerr, Kimble, Kinney, Kleburg, La Salle, Live Oak, Llano, McMullen, Mason, Maverick, Medina, Nueces, Presidio, Real, San Patricio, Starr, Terrell, Travis, Uvalde, Van Verde, Webb, Willacy, Wilson, Zapata, Zavalla.

SAN FRANCISCO REGION

200 Bush Street, San Francisco 4, Calif.

California—except 9 Southern counties in Los Angeles Region; Nevada—except 4 Eastern counties in Salt Lake City Region; Oregon—2 counties (Klamath and Lake).

SEATTLE REGION

Dexter-Horton Bldg., Seattle 1, Washington.

Washington—16 Western counties: Clallam, Grays Harbor, Island, Jefferson, King, Kitsap, Kittitas, Lewis, Mason, Pacific, Pierce, San Juan, Skagit, Snohomish, Thurston, Whatcom.

ALASKA

Branch Office for the Territory of Alaska, Fairbanks, Alaska.

Entire Territory.

3. Section 829.908 is amended to read as follows:

§ 829.908 *Regional offices of Procurement Division, Treasury Department.*

REGION I

Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, Vermont.

Office of Surplus Property, U. S. Treasury Department, Procurement Division, Park Square Building, Boston 16, Massachusetts. (Phone: Hubbard-2870).

REGION II

Pennsylvania, New Jersey, New York.

Office of Surplus Property, U. S. Treasury Department, Procurement Division, 61st Floor, Empire State Building, New York 1, New York. (Phone: Murray Hill 3-6800, Ext. 753-754).

REGION III

District of Columbia, Delaware, Maryland, North Carolina, Virginia.

Office of Surplus Property, U. S. Treasury Department, Procurement Division, 1123 21st Street, N. W., Washington 25, D. C. (Phone: Executive-6400, Ext. 5035-5036).

REGION IV

Indiana, Kentucky, Ohio, West Virginia.

Office of Surplus Property, U. S. Treasury Department, Procurement Division, Commercial Arts Building, 704 Race Street, Cincinnati 14, Ohio. (Phone: Parkway-7160).

REGION V

Illinois, Michigan, Minnesota, North Dakota, South Dakota, Wisconsin.

Office of Surplus Property, U. S. Treasury Department, Procurement Division, 209 La Salle Street, Chicago 4, Illinois. (Phone: Franklin-9430).

REGION VI

Alabama, Florida, Georgia, Mississippi, South Carolina, Tennessee.

Office of Surplus Property, U. S. Treasury Department, Procurement Division, Belle Isle Building, Atlanta 3, Georgia. (Phone: Walnut 1301).

REGION VII

Arkansas, Louisiana, Oklahoma, Texas.

Office of Surplus Property, U. S. Treasury Department, Procurement Division, 609 Neil P. Anderson Building, Fort Worth 2, Texas. (Phone: 2-1287).

REGION VIII

Iowa, Kansas, Missouri, Nebraska.

Office of Surplus Property, U. S. Treasury Department, Procurement Division, 2605 Walnut Street, Kansas City 2, Missouri. (Phone: Victor-5952).

REGION IX

Colorado, New Mexico, Utah, Wyoming.

Office of Surplus Property, U. S. Treasury Department, Procurement Division, 7th Fl., Exchange Building, 1030 15th Street, Denver 2, Colorado. (Phone: Keystone-4131).

REGION X

Arizona, California, Nevada.

Office of Surplus Property, U. S. Treasury Department, Procurement Division, 30 Van Ness Avenue, San Francisco 2, California. (Phone: Underhill-1922).

REGION XI

Idaho, Oregon, Montana, Washington.

Office of Surplus Property, U. S. Treasury Department, Procurement Division, 2005 Fifth Avenue, Seattle 1, Washington. (Phone: Main-2782).

REGION XII

Puerto Rico.

Office of Surplus Property, U. S. Treasury Department, Procurement Division, Building F Nunoz Rivera Park, San Juan 21, Puerto Rico.

Honolulu, Hawaii.

Office of Surplus Property, U. S. Treasury Department, Procurement Division, Iolani Palace, Honolulu 2, Hawaii.

[F. R. Doc. 45-918; Filed, Jan. 13, 1945; 4:46 p. m.]

TITLE 14—CIVIL AVIATION

Chapter II—Administrator of Civil Aeronautics

[Amdt. 62]

PART 600—DESIGNATION OF CIVIL AIRWAYS

MISCELLANEOUS AIRWAYS

DECEMBER 26, 1944.

Acting pursuant to the authority vested in me by section 302 of the Civil Aeronautics Act of 1938, as amended, I hereby amend Part 600 of the regulations of the Administrator of Civil Aeronautics as follows:

Designation of Blue Civil Airway No. 39. Redesignation of Civil Airways: Amber Civil Airway No. 7 Red Civil Airways Nos. 1 and 37 Blue Civil Airways Nos. 6 and 13. Charleston, W Va., to Pittsburgh, Pa., Civil Airway and Los Angeles, Calif., to San Francisco, Calif., Civil Airway (Coastal Route)

1. By inserting in § 600.10106 *Amber civil airway No. 7 (Miami, Fla., to Caribou, Maine)* after the words: "From the Boston, Mass., radio range station via the" the following: "intersection of the center lines of the on course signals of the northeast leg of the Boston, Mass., radio range and the southwest leg of the Portland, Maine radio range;"

2. By striking in § 600.10200 *Red civil airway No. 1 (Portland, Ore., to Kansas City, Mo.)* the words: "to the intersection of the center lines of the on course signals of the southeast leg of the Burley, Idaho radio range and the northwest leg of the Plymouth, Utah radio range." and substituting in lieu thereof the fol-

lowing: "to the Malad City, Idaho radio range station."

3. By amending § 600.10236 *Red civil airway No. 37 (Texarkana, Ark., to Memphis, Tenn.)* to read as follows:

§ 600.10236 *Red civil airway No. 37 (Texarkana, Ark., to Washington, D. C.)* From the intersection of the center lines of the on course signals of the northeast leg of the Texarkana, Ark., radio range and the southwest leg of the Little Rock, Ark., radio range via the Little Rock, Ark., radio range station to the Memphis, Tenn., radio range station. From the Roanoke, Va., radio range station via the Lynchburg, Va., radio range station to the Gordonsville, Va., radio range station.

4. By striking in § 600.10305 *Blue civil airway No. 6 (Abilene, Tex., to Oklahoma City, Okla.)* the following portion of the caption: "Oklahoma City, Okla." and substituting in lieu thereof the following: "Muskegon, Mich." and adding after the words: "the Oklahoma City, Okla., radio range." the following: "From the Springfield, Ill., radio range station via the Peoria, Ill., municipal airport to the Bradford, Ill., radio marker station. From the intersection of the center lines of the on course signals of the west leg of the Goshen, Ind., radio range and the south leg of the South Bend, Ind., radio range via the South Bend, Ind., radio range station to the intersection of the center lines of the on course signals of the north leg of the South Bend, Ind., radio range and the northeast leg of the Chicago, Ill., radio range. From the intersection of the center lines of the on course signals of the northeast leg of the Chicago, Ill., radio range and the southwest leg of the Grand Rapids, Mich., radio range to the Muskegon, Mich., radio range station."

5. By striking in § 600.10312 *Blue civil airway No. 13 (Lake Charles, La., to Chanute, Kans.)* the following portion of the caption: "Chanute, Kans." and substituting in lieu thereof the following: "Kansas City, Mo." and adding after the words: "the Chanute, Kans., radio range station." the following: "From the intersection of the center lines of the on course signals of the northeast leg of the Chanute, Kans., radio range and the west leg of the Olathe, Kans., radio range via the Olathe, Kans., radio range station to the intersection of the center lines of the on course signals of the north leg of the Olathe, Kans., radio range and the southwest leg of the Kansas City, Mo., radio range."

6. By adding a new § 600.10338 *Blue civil airway No. 39 (Knoxville, Tenn., to Pittsburgh, Pa.)* to read as follows:

§ 600.10338 *Blue Civil Airway No. 39 (Knoxville, Tenn., to Pittsburgh, Pa.)* From the Tri-City, Tenn., radio range station via a point located at 37°20′ north and 81°52′40″ west and the Charleston, W Va., radio marker station to the Pittsburgh, Pa., radio range station.

7. By deleting § 600.10403 *(Charleston, W Va., to Pittsburgh, Pa.)* Civil Airway.

8. By deleting in § 600.10414 *Los Angeles, Calif., to San Francisco, Calif., Civil Airway (Coastal Route)* the words: "San Luis Obispo, Calif., Army Air Base;"

This amendment shall become effective 0001 e. w. t., December 31, 1944.

T. P. WRIGHT,
Administrator.

[F. R. Doc. 45-869; Filed, Jan. 13, 1945; 11:04 a. m.]

[Amdt. 63]

PART 600—DESIGNATION OF CIVIL AIRWAYS

MISCELLANEOUS AIRWAYS

DECEMBER 14, 1944.

Acting pursuant to the authority vested in me by section 302 of the Civil Aeronautics Act of 1938, as amended, I hereby amend Part 600 of the regulations of the Administrator of Civil Aeronautics as follows:

Redesignation of Civil Airways: Amber Civil Airway No. 6. Red Civil Airway No. 2 and Blue Civil Airway No. 16

1. By striking in § 600.10105 *Amber civil airway No. 6 (Jacksonville, Fla., to Niagara Falls, N. Y.)* the words: "the intersection of the center lines of the on course signals of the northwest leg of the Nashville, Tenn., radio range and the southwest leg of the Smiths Grove, Ky., radio range; Smiths Grove, Ky., radio range station; the intersection of the center lines of the on course signals of the northeast leg of the Smiths Grove, Ky., radio range and the south leg of the Louisville, Ky., radio range;" and substituting in lieu thereof the following "the intersection of the center lines of the on course signals of the northwest leg of the Nashville, Tenn., radio range and the southwest leg of the Bowling Green, Ky., radio range; Bowling Green, Ky., radio range station; the intersection of the center lines of the on course signals of the northeast leg of the Bowling Green, Ky., radio range and the south leg of the Louisville, Ky., radio range;"

2. By amending § 600.10201 *Red civil airway No. 2 (Whitehall, Mont., to Rapid City, S. Dak.)* to read as follows:

§ 600.10201 *Red civil airway No. 2 (Butte, Mont., to Rapid City, S. Dak.).* From the Butte, Mont., radio range station via the Whitehall, Mont., radio range station to the Bozeman, Mont., radio range station. From the intersection of the center lines of the on course signals of the southeast leg of the Sheridan, Wyo., radio range and the north leg of the Casper, Wyo., radio range via the intersection of the center lines of the on course signals of the southeast leg of the Sheridan, Wyo., radio range and the west leg of the Rapid City, S. Dak., radio range to the Rapid City, S. Dak., radio range station.

3. By amending § 600.10315 *Blue civil airway No. 16 (Dillon, Mont., to Helena, Mont.)* to read as follows:

§ 600.10315 *Blue civil airway No. 16 (Dillon, Mont., to Helena, Mont.)* From the Dillon, Mont., radio range station via the Butte, Mont., radio range station to the intersection of the center lines of the on course signals of the north leg of Butte, Mont., radio range and the east leg of Drummond, Mont., radio range.

This amendment shall become effective 0001 e. w. t., January 15, 1945.

T. P WRIGHT,
Administrator.

[F. R. Doc. 45-870; Filed, Jan. 13, 1945; 11:04 a. m.]

[Amdt. 83]

PART 601—DESIGNATION OF CERTAIN CONTROL AIRPORTS

MISCELLANEOUS AIRWAYS

DECEMBER 26, 1944.

Acting pursuant to the authority vested in me by section 303 of the Civil Aeronautics Act of 1938, as amended, and Special Regulation No. 197 of the Civil Aeronautics Board, I hereby amend Part 601 of the regulations of the Administrator of Civil Aeronautics as follows:

Redesignation of Airway Traffic Control Areas: Amber Civil Airway No. 7. Red Civil Airways Nos. 1, 9, and 37 Blue Civil Airways Nos. 6 and 13. Redesignation of Radio Fixes: Green Civil Airways Nos. 1, 4, 5 and 6. Amber Civil Airway No. 4. Red Civil Airways Nos. 8, 9, 23, 29, 30 and 37. Blue Civil Airways Nos. 2, 3, 5, 6, 13, 14 and 15

1. By striking in § 601.1017 *Amber civil airway No. 7 airway traffic control areas (Key West, Fla., to Caribou, Maine)* the following portion of the caption: "Key West, Fla." and substituting in lieu thereof the following: "Miami, Fla."

2. By striking in § 601.10201 *Red civil airway No. 1 airway traffic control areas (Portland, Oreg., to Kansas City, Mo.)* the words: "to the intersection of the center lines of the on course signals of the southeast leg of the Burley, Idaho radio range and the northwest leg of the Plymouth, Utah radio range;" and substituting in lieu thereof the following: "to the Malad City, Idaho radio range station;"

3. By striking in § 601.10209 *Red civil airway No. 9 airway traffic control areas (San Diego, Calif., to Tucson, Ariz.)* the following portion of the caption: "Tucson, Ariz." and substituting in lieu thereof the following: "Winslow, Ariz."

4. By striking in § 601.10237 *Red civil airway No. 37 airway traffic control areas (Texarkana, Ark., to Memphis, Tenn.)* the following portion of the caption: "Memphis, Tenn." and substituting in lieu thereof the following: "Washington, D. C."

5. By amending § 601.10306. *Blue civil airway No. 6 airway traffic control areas (Abilene, Tex., to Oklahoma City, Okla.)* to read as follows:

§ 601.10306 *Blue civil airway No. 6 airway traffic control areas (Abilene, Tex., to Muskegon, Mich.)* All of Blue civil airway No. 6 between the Abilene, Tex., radio range station and the intersection of the center lines of the on course signals of the northeast leg of the Wichita Falls, Tex., radio range and the south

leg of the Oklahoma City, Okla., radio range; between the intersection of the center lines of the on course signals of the west leg of the Goshen, Ind., radio range and the south leg of the South Bend, Ind., radio range and the intersection of the center lines of the on course signals of the north leg of the South Bend, Ind., radio range and the northeast leg of the Chicago, Ill., radio range.

6. By striking in § 601.10313 *Blue civil airway No. 13 airway traffic control areas (Lake Charles, La., to Chanute, Kans.)* the following portion of the caption: "Chanute, Kans." and substituting in lieu thereof the following: "Kansas City, Mo."

7. By amending § 601.4001 *Green civil airway No. 1 (U S.-Canadian Border to Danforth, Maine)* to read as follows:

§ 601.4001 *Green civil airway No. 1 (U. S.-Canadian Border of Danforth, Maine)* Millinocket, Maine radio range station; the intersection of the center lines of the on course signals of the southeast leg of the Houlton, Maine radio range and the east leg of the Millinocket, Maine radio range.

8. By deleting in § 601.4004 *Green civil airway No. 4 (Los Angeles, Calif., to Philadelphia, Pa.)* the words: "the intersection of the center lines of the on course signals of the east leg of the Harrisburg, Pa., radio range and the southwest leg of the Allentown, Pa., radio range; Boothwyn fan type radio marker station or the intersection of the center lines of the on course signals of the east leg of the Harrisburg, Pa., radio range and the southwest leg of the Philadelphia, Pa., radio range;"

9. By inserting in § 601.4005 *Green civil airway No. 5 (Los Angeles, Calif., to Washington, D. C.)* after the words: "the northwest leg of the Waco, Tex., radio range;" the following: "the intersection of the center lines of the on course signals of the west leg of the Fort Worth, Tex., radio range and the north leg of the Granbury, Tex., radio range;" and by deleting the words: "the intersection of the center lines of the on course signals of the northeast leg of the Chattanooga, Tenn., radio range and the west leg of the Knoxville, Tenn., radio range;"

10. By inserting in § 601.4006 *Green civil airway No. 6 (Alice, Tex., to Norfolk, Va.)* after the words: "Alice, Tex., radio range station;" the following: "the intersection of the center lines of the on course signals of the northwest leg of the Corpus Christi, Tex., radio range and the northwest leg of the Alice, Tex., radio range; the intersection of the center lines of the on course signals of the northwest leg of the Palacios, Tex., radio range and the southwest leg of the Houston, Tex., radio range; the intersection of the center lines of the on course signals of the southeast leg of the Richmond, Tex., radio range and the southwest leg of the Houston, Tex., radio range;" and by striking the words: the intersection of the center lines of the on course signals of the southeast leg of the Birmingham, Ala., radio range and the southwest leg of the Atlanta, Ga., radio range; Atlanta, Ga., radio range station; the intersection of the center lines of the on course signals of the northeast leg of the Atlanta, Ga., radio range and the northwest leg of the Augusta, Ga., radio range;" and substituting in lieu thereof the following: "the Atlanta, Ga., radio range station; the intersection of the center lines of the on course signals of the northeast leg of the Atlanta, Ga., radio range and the east leg of the Atlanta, Ga., (Gordon Field) radio range;"

11. By inserting in § 601.4014 *Amber civil airway No. 4 (Brownsville, Tex., to Bismarck, N. Dak.)* after the words: "the south leg of the Fort Worth, Tex., radio range;" the following: "the intersection of the center lines of the on course signals of the east leg of the Granbury, Tex., radio range and the south leg of the Fort Worth, Tex., radio range;"

12. By amending § 601.40208 *Red civil airway No. 8 (Concord, N. H., to U. S.-Canadian Border)* to read as follows:

§ 601.40208 *Red civil airway No. 8 (Concord, N. H., to U. S.-Canadian Border)* Concord, N. H., radio range station; the intersection of the center lines of the on course signals of the south leg of the Houlton, Maine radio range and the northeast leg of the Bangor, Maine radio range.

13. By striking in § 601.40209 *Red civil airway No. 9 (San Diego, Calif., to Tucson, Ariz.)* the following portion of the caption: "Tucson, Ariz." and substituting in lieu thereof the following: "Winslow, Ariz."

14. By deleting in § 601.40223 *Red civil airway No. 23 (U. S.-Canadian Border to New York, N. Y.)* the words: "the intersection of the center lines of the on course signals of the northeast leg of the Newark, N. J., radio range and the northwest leg of the New York, N. Y. (New York, LaGuardia Field) radio range."

15. By amending § 601.40229 *Red civil airway No. 29 (Rochester, N. Y., to Baltimore, Md.)* to read as follows:

§ 601.40229 *Red civil airway No. 29 (Rochester N. Y., to Baltimore, Md.)* Williamsport, Pa., radio range station; the intersection of the center lines of the on course signals of the southwest leg of the Allentown, Pa., radio range and the southeast leg of the Harrisburg, Pa., radio range.

16. By amending § 601.40230 *Red civil airway No. 30 (Mobile, Ala., to Jacksonville, Fla.)* to read as follows:

§ 601.40230 *Red civil airway No. 30 (Mobile, Ala., to Jacksonville, Fla.)* Crestview, Fla., radio range station; the intersection of the center lines of the on course signals of the east leg of the Crestview, Fla., radio range and the northwest leg of the Tallahassee, Fla., radio range; Tallahassee, Fla., radio range station; the intersection of the center lines of the on course signals of the northeast leg of the Cross City, Fla., radio range and the east leg of the Jacksonville, Fla., radio range.

17. By amending § 601.40237 *Red civil airway No. 37 (Texarkana, Ark., to Memphis, Tenn.)* to read as follows:

§ 601.40237 *Red civil airway No. 37 (Texarkana, Ark., to Washington, D. C.)* Little Rock, Ark., radio range station; Lynchburg, Va., radio range station.

18. By amending § 601.40302 *Blue civil airway No. 2 (Birmingham, Ala., to Erie, Pa.)* to read as follows:

§ 601.40302 *Blue civil airway No. 2 (Birmingham, Ala., to Erie, Pa.)* No. radio fix designation.

19. By deleting in § 601.40303 *Blue civil airway No. 3 (Tampa, Fla., to Terre Haute, Ind.)* the words: "the intersection of the center lines of the on course signals of the northwest leg of the Cross City, Fla., radio range and the east leg of the Tallahassee, Fla., radio range;" and also deleting the words: "the intersection of the center lines of the on course signals of the west leg of the Maxwell Field, Ala., radio range and the south leg of the Birmingham, Ala., radio range;"

20. By inserting in § 601.40305 *Blue civil airway No. 5 (Galveston, Tex., to Wichita, Kans.)* after the words: "Galveston, Tex., radio range station;" the following: "the intersection of the center lines of the on course signals of the northwest leg of the Houston, Tex., radio range and the northeast leg of the Richmond, Tex., radio range;"

21. By striking in § 601.40306 *Blue civil airway No. 6 (Abilene, Tex., to Oklahoma City, Okla.)* the following portion of the caption: "Oklahoma City, Okla." and substituting in lieu thereof the following: "Muskegon, Mich."

22. By amending § 601.40313 *Blue civil airway No. 13 (Lake Charles, La., to Chanute, Kans.)* to read as follows:

§ 601.40313 *Blue civil airway No. 13 (Lake Charles, La., to Kansas City, Mo.)* The intersection of the center lines of the on course signals of the north leg of the Neosho, Mo., radio range and the east leg of the Chanute, Kans., radio range; Olathe, Kans., radio range station.

23. By deleting in § 601.40314 *Blue civil airway No. 14 (Riverside, Calif., to Bakersfield, Calif.)* the words: "the intersection of the center lines of the on course signals of the northwest leg of the Palmdale, Calif., radio range and the southeast leg of the Bakersfield, Calif., radio range."

24. By amending § 601.40315 *Blue civil airway No. 15 (Columbus, Ohio to Erie, Pa.)*, to read as follows:

§ 601.40315 *Blue civil airway No. 15 (Columbus, Ohio, to Erie, Pa.)* No radio fix designation.

This amendment shall become effective 0001 e. w. t., December 31, 1944.

T. P WRIGHT,
Administrator

[F. R. Doc. 45-871; Filed, Jan. 13, 1945; 11:04 a. m.]

[Amdt. 89]

PART 601—DESIGNATION OF CERTAIN CONTROL AIRPORTS

MISCELLANEOUS AIRWAYS

DECEMBER 14, 1944.

Acting pursuant to the authority vested in me by section 308 of the Civil Aeronautics Act of 1938, as amended, and Special Regulation No. 197 of the Civil

Aeronautics Board, I hereby amend Part 601 of the regulations of the Administrator of Civil Aeronautics as follows:

Redesignation of Airway Traffic Control Areas: Red Civil Airway No. 2. Redesignation of Radio Fixes: Amber Civil Airway No. 6. Red Civil Airway No. 2 and Blue Civil Airway No. 16.

1. By striking in § 601.10202 *Red civil airway No. 2 airway traffic control areas (Whitehall, Mont., to Rapid City, S. Dak.)* the following portion of the caption: "Whitehall, Mont." and substituting in lieu thereof the following: "Butte, Mont."

2. By striking in § 601.4016 *Amber civil airway No. 6 (Jacksonville, Fla., to Niagara Falls, N. Y.)* the words: "the intersection of the center lines of the on course signals of the northwest leg of the Nashville, Tenn., radio range and the southwest leg of the Smiths Grove, Ky., radio range; Smiths Grove, Ky., radio range station;" and substituting in lieu thereof the following: "the intersection of the center lines of the on course signals of the northwest leg of the Nashville, Tenn., radio range and the southwest leg of the Bowling Green, Ky., radio range; Bowling Green, Ky., radio range station;"

3. By amending § 601.40202 *Red civil airway No. 2 (Whitehall, Mont., to Rapid City, S. Dak.)* to read as follows:

§ 601.40202 *Red civil airway No. 2 (Butte, Mont., to Rapid City, S. Dak.).* Butte, Mont., radio range station; intersection of the center lines of the on course signals of the southeast leg of the Sheridan, Wyo., radio range and the west leg of the Rapid City, S. Dak., radio range.

4. By amending § 601.40316 *Blue civil airway No. 16 (Dillon, Mont., to Helena, Mont.)* to read as follows:

§ 601.40316 *Blue civil airway No. 16 (Dillon, Mont., to Helena, Mont.)* No radio fix designation.

This amendment shall become effective 0001 e. w. t., January 15, 1945.

T. P WRIGHT,
Administrator.

[F. R. Doc. 45-872; Filed, Jan. 13, 1945; 11:05 a. m.]

TITLE 17—COMMODITY AND SECURITY EXCHANGES

Chapter II—Securities and Exchange Commission

PART 270—RULES AND REGULATIONS, INVESTMENT COMPANY ACT OF 1940

ADOPTION OF RULE GOVERNING EXCLUSION OF CERTAIN GUARANTEES AS SECURITIES OF THE GUARANTOR

The Securities and Exchange Commission, acting pursuant to authority conferred upon it by the Investment Company Act of 1940, particularly sections 5 (b) 6 (c) and 38 (a) thereof, and deeming such action necessary and appropriate in the public interest and for the protection of investors and necessary to carry out the provisions of the act, hereby adopts § 270.5b-2 [Rule N-5B-2] to read as follows:

§ 270.5b-2 *Exclusion of certain guarantees as securities of the guarantor.* (a) For the purposes of section 5 of the act, a guarantee of a security shall not be deemed to be a security issued by the guarantor: *Provided,* That the value of all securities issued or guaranteed by the guarantor, and owned by the management company, does not exceed 10 per centum of the value of the total assets of such management company.

(b) Notwithstanding paragraph (a) of this section, for the purposes of section 5 of the act, a guarantee by a railroad company of a security issued by a terminal company, warehouse company, switching company, or bridge company, shall not be deemed to be a security issued by such railroad company, *Provided:*

(1) The security is guaranteed jointly or severally by more than one railroad company; and

(2) No one of such guaranteeing railroad companies directly or indirectly controls all of its co-guarantors.

(c) For the purposes of section 5 of the act, a lease or other arrangement whereby a railroad company is or becomes obligated to pay a stipulated annual sum or rental either to another railroad company or to the security holders of such other railroad company shall not be deemed in itself a guarantee.

Rule N-5B-2 effective January 11, 1945.

(Sec. 5 (b) 54 Stat. 800, 15 U.S.C. 80a-5; Sec. 6 (c) 54 Stat. 802, 15 U.S.C. 80a-6; Sec. 38 (a), 54 Stat. 841, 15 U.S.C. 80a-38)

By the Commission.

[SEAL] ORVAL L. DUBOIS,
Secretary.

[F. R. Doc. 45-856; Filed, Jan. 12, 1945; 4:12 p. m.]

TITLE 22—FOREIGN RELATIONS

Chapter III—Proclaimed List of Certain Blocked Nationals

[Cum. Supp. No. 5, Jan. 12, 1945, to Rev. VIII of Sept. 13, 1944]

ADMINISTRATIVE ORDER

By virtue of the authority vested in the Secretary of State, acting in conjunction with the Secretary of the Treasury, the Attorney General, the Secretary of Commerce, the Administrator of Foreign Economic Administration, and the Coordinator of Inter-American Affairs, by Proclamation 2497 of the President of July 17, 1941 (6 F.R. 3555) Cumulative Supplement 5 containing certain additions to, amendments to, and deletions from The Proclaimed List of Certain Blocked Nationals, Revision VIII of September 13, 1944 (9 F.R. 11389), is hereby promulgated.

By direction of the President:

[SEAL] JOSEPH C. GREW,
Acting Secretary of State.
HERBERT E. GASTON,
Acting Secretary of the Treasury.
FRANCIS BIDDLE,
Attorney General.
JESSE H. JONES,
Secretary of Commerce.
LEO T. CROWLEY,
Administrator, Foreign Economic Administration.
NELSON A. ROCKEFELLER,
Coordinator of Inter-American Affairs.

JANUARY 12, 1945.

[F. R. Doc. 45-833; Filed, Jan. 13, 1945; 2:39 p. m.]

TITLE 24—HOUSING CREDIT

Chapter IV—Home Owners' Loan Corporation

[Bull. 344]

PART 402—LOAN SERVICE DIVISION

EXCESS FUNDS TO HOME OWNER

The third paragraph of § 402.22-1 is amended to read as follows:

§ 402.22-1 *Application of miscellaneous credits.*[1] * * *

Excess funds to home owner. In cases where the consideration (whether land, interest therein, enhancement in value thereof, or funds) exceeds the amount by which the value of the Corporation's security is reduced or diminished and the home owner has requested that any such excess consideration which is represented by cash or part thereof be retained by him or turned over to him for his own use, the Regional Manager may grant the request. In cases where such excess does not exist and the home owner requests that all or part of the consideration be retained by him or turned over to him, the Regional Manager may grant the request in an amount not exceeding $500, provided he determines that the remaining security is ample for the protection of the Corporation's interest. Where the circumstances are exceptional and the amount requested by the home owner is in excess of that which the Regional Manager is authorized to grant, and the Regional Manager recommends that the request of the home owner shall be allowed, he shall forward the file, together with a summary of the case and his recommendation, with the opinion of the Regional Counsel, to the General Manager for direction.

Effective January 13, 1945.

(Secs. 4 (a) 4 (k) 48 Stat. 129, 132, as amended by sec. 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. 45-832; Filed, Jan. 13, 1945; 1:54 p. m.]

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[1] 7 F.R. 5269

TITLE 29—LABOR

Chapter VI—National War Labor Board

PART 802—RULES OF PROCEDURE

ENFORCEMENT DIVISIONS AND PANELS

The rules of procedure relative to cases of possible violation of the Wage and Salary Stabilization Program, as adopted by the National War Labor Board on July 30, 1943, and amended by said Board on September 13, 1944 (9 F.R. 11422, Sept. 16, 1944) are hereby amended as follows:

1. In § 802.70 to § 802.75, wherever the word, "recommend" appears, the word "determine" is substituted, and wherever the word "recommendation" appears, the word "determination" is substituted.

2. In § 802.70, in the footnote 1, the words, "the Tool & Die Commission," are deleted.

(E.O. 9250, Oct. 3, 1942, 7 F.R. 7871, as amended by E.O. 9381, Sept. 25, 1943, 8 F.R. 13083; E.O. 9328, Apr. 8, 1943, 8 F.R. 4681, Regulations of Economic Stabilization Director, Oct. 27, 1942, 7 F.R. 8748; 8 F.R. 6489, 6490, 11960, 12139, 12238, 16702; 9 F.R. 14547· Inflation Control Act of 1942, Act of October 2, 1942, C. 578, 56 Stat. 765, Pub. Law 729, 77th Cong. War Labor Board, Order, Tool & Die Commission, December 11, 1942, amended July 29, 1943, 9 F.R. 3170, amended Jan. 2, 1945)

Dated, Washington, D. C., January 9, 1945.

THEODORE W KHEEL,
Executive Director

[F R. Doc. 45-896; Filed, Jan. 13, 1945; 2:45 p. m.]

TITLE 46—SHIPPING

Chapter I—Coast Guard: Inspection and Navigation

Appendix A—Waiver of Navigation and Vessel Inspection Laws

VESSELS ENGAGED IN BUSINESS CONNECTED WITH CONDUCT OF WAR

WAIVER OF COMPLIANCE

The Commandant, United States Coast Guard, having by order dated 1 July, 1943 (8 F.R. 9164; F.R. Doc. 43-10646) pursuant to the authority of the order of the Acting Secretary of the Navy dated 1 October, 1942 (7 F.R. 7979; F.R. Doc. 42-9999) found necessary in the conduct of the war waiver of compliance with the navigation and vessel inspection laws administered by the Coast Guard to the extent and in the manner and upon the terms and conditions therein set forth, and finding the following amendment necessary in the conduct of the war, *It is ordered,* That said order dated 1 July, 1943, be and it hereby is amended in the following respects:

1. The third sentence of paragraph numbered "1" of said order dated 1 July, 1943, is deleted, and there is inserted in lieu thereof the following "The application shall be delivered to the District Coast Guard Officer or his designated representative at the port where the vessel is located. In the case of vessels in foreign ports, or Canal Zone ports, at which the Coast Guard has established facilities, the application shall be delivered to the designated representative of the Commandant."

Dated: January 12, 1945.

R. R. WAESCHE,
Vice Admiral, U S. Coast Guard, Commandant.

[F. R. Doc. 45-891; Filed, Jan. 13, 1945; 12:54 p. m.]

TITLE 49—TRANSPORTATION AND RAILROADS

Chapter I—Interstate Commerce Commission

[S. O. 273]

PART 95—CAR SERVICE

RESTRICTION OF FREE TIME ON SET-BACK CARS OF GRAIN

At a session of the Interstate Commerce Commission, Division 3, held at its office in Washington, D. C., on the 11th day of January, A. D. 1945.

It appearing, that the ODT-ICC Grain and Grain Products Transportation Conservation Committee, has considered the delay in loading and unloading of grain or grain products into and out of "set-back" cars moving intrastate in Minnesota, and has recommended to the Director, O. D. T. that the free time accorded be reduced to the basis authorized in other States on intrastate grain traffic.

It further appearing, that the Director, O. D. T. has requested this Commission to take such action as it deems appropriate and necessary· the Commission is of opinion that an emergency requiring immediate action exists in Minnesota, it is ordered, that:

(a) *Restriction of free time.* All common carriers by railroad, subject to the Interstate Commerce Act, operating in the State of Minnesota, shall apply the provisions of Note 2, published in section A, Rule 2, Item No. 505-D, Supplement No. 15 to Agent B. T. Jones' Tariff I. C. C. No. 3815 or successive issues thereof, to Minnesota intrastate shipments of grain or grain products.

(b) *Application.* The provisions herein shall apply only to shipments billed on or after the effective date of this order.

(c) *Tariff provisions suspended.* The operation of all tariff rules or regulations insofar as they conflict with the provisions of this order is hereby suspended.

(d) *Announcement of suspension.* Each railroad affected by this order, or its agent, shall publish, file, and post a supplement to each of its tariffs affected hereby, in substantial accordance with the provisions of Rule 9 (k) of the Commission's Tariff Circular No. 20 (§ 141.9 (k) of this chapter) announcing the suspension of any of the provisions therein affected by this order.

(e) *Effective date.* This order shall become effective at 12:01 a. m., January 25, 1945.

(f) *Expiration date.* This order shall expire at 12:01 a. m., September 1, 1945, unless otherwise modified, changed, suspended or annulled by order of this Commission. (40 Stat. 101, sec. 402, 41 Stat. 476, sec. 4, 54 Stat. 901, 49 U.S.C. 1, (10)-(17))

It is further ordered, that a copy of this order and direction shall be served upon the Minnesota Railroad and Warehouse Commission and upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement and that notice of this order be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

By the Commission, Division 3.

[SEAL] W P BARTEL,
Secretary.

[F. R. Doc. 45-853; Filed, Jan. 12, 1945; 2:40 p. m.]

[Rev. S. O. 263]

PART 95—CAR SERVICE

DEMURRAGE CHARGES ON TANK CARS

At a session of the Interstate Commerce Commission, Division 3, held at its office in Washington, D. C., on the 12th day of January, A. D. 1945.

It appearing, that railroad owned, leased or controlled and privately owned, leased or controlled tank cars are being delayed unduly in unloading thus contributing to a shortage of tank cars for transportation of liquid bulk commodities in all sections of the United States; the Commission is of the opinion that an emergency exists requiring immediate action to alleviate a shortage of tank cars in all sections of the United States; It *is ordered,* That:

(a) Each common carrier by railroad subject to the Interstate Commerce Act shall continue to apply the demurrage rules and charges in Agent B. T. Jones' tariff I. C. C. No. 3815, supplements thereto or reissues thereof, and in other demurrage tariffs with the additions and modifications hereinafter set forth, which modifications and additions are applicable only to loaded tank cars for unloading.

(b) All tank cars suitable for interchange having Association of American Railroads' mechanical designation prefixed by "TA" and "TAI" in the Official Equipment Register shall be subject to charges and rules governing demurrage and storage in cars to the same extent as "TM" and "TMI" cars are now subject to such rules and charges.

(c) Wherever the term "unloading" is used in such tariffs it shall also include the furnishing of advice to the agent of the railroad that the tank car is empty and available for forwarding.

(d) *Free time.* (1) Wherever free time now provided is forty-eight (48) hours (two days) such free time shall be reduced to twenty-four (24) hours (one day)

(2) When transfer of liquid bulk commodities is made direct from tank car to tanker or barge, and the free time is in excess of ninety-six (96) hours (four days) such free time shall be reduced to ninety-six (96) hours (four days)

(e) *Computing time.* (1) Sundays and legal holidays (National State and Municipal) shall not be excluded in computing free time or chargeable detention.

(f) *Demurrage charges.* After the expiration of the free time provided in this order the charge for detention of tank cars shall be $11 per car per day or fraction thereof for each of the first five days and $22 per car per day or fraction thereof for each succeeding day.

(g) *Storage charges.* (1) The operation of all rules, regulations and charges for storage in lieu of demurrage on freight in tank cars at or short of ports consigned or reconsigned for export, import, coastwise or intercoastal movement is hereby suspended and in lieu thereof the rules, regulations and charges named in this order shall apply.

(2) The provisions of this order shall not be construed to alter the rules or charges for storage of explosives or other dangerous articles in tank cars, carried in Section No. 2, of Agent B. T. Jones' Tariff I. C. C. No. 3815, supplements thereto or reissues thereof or similar provisions in other tariffs.

(h) *Claims.* Where additional free time is allowed for weather conditions, bunching and other similar disabilities such as those set forth in Rule 8 of Agent B. T. Jones' tariff I. C. C. No. 3815, such additional time shall be added to the reduced free time provided in (d) above.

(i) *Average agreements.* Detention occurring on and after the effective date of this order on any tank car shall not be included in, or be computed on the basis of any average agreement provided in Agent B. T. Jones' Tariff I. C. C. No. 3815, supplements thereto or reissues thereof or in other demurrage tariffs.

(j) *Rule for applying demurrage charges to tank cars on hand on the effective date of this order.* (1) The number of days a loaded tank car has been held prior to the effective date of this order shall be counted in determining the charge applicable on that tank car on the effective date of the order and all subsequent detention.

(2) The number of days a loaded tank car is held prior to the expiration date of this order shall be counted in determining the detention after the expiration date of this order.

(k) *Application*—(1) *Intrastate and foreign.* The provisions of this order shall apply to intrastate and foreign, as well as interstate traffic.

(2) *Service order.* The provisions of this order shall suspend the provisions of Service Order No. 135 (8 F.R. 9569) as amended (8 F.R. 10941) and Service Order No. 183 (9 F.R. 2095-96), also any other service order to the extent in conflict with this order.

(l) *Tariffs suspended.* The operation of all tariff rules and regulations insofar as they conflict with the provisions of this order is hereby suspended.

(m) *Announcement of suspension.* Each railroad, or its agent, shall publish, file and post a supplement to each of its tariffs affected hereby, in substantial accordance with the provisions of Rule 9 (k) of the Commission's Tariff Circular No. 20 (141 (k) of this chapter) announcing the suspension of the operation of any of the provisions therein and establishing the substituted provisions set forth herein.

(n) *Effective date.* Except as provided in paragraph (p) this order shall become effective at 7 a. m., January 22, 1945.

(o) *Service order canceled.* Service Order No. 263 is hereby vacated effective 7 a. m., January 14, 1945.

(p) *Expiration date.* This order shall expire at 7 a. m., April 1, 1945, unless otherwise modified, changed, suspended or annulled by order of this Commission. (40 Stat. 101, sec. 402, 41 Stat. 476, sec. 4, 54 Stat. 901, 49 U.S.C. 1 (10)-(17))

It is further ordered, That copies of this order and direction shall be served upon the State railroad regulatory bodies of all States and the District of Columbia and upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and that notice of this order be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director of the Federal Register.

By the Commission, Division 3.

[SEAL] W. P. BARTEL, *Secretary.*

[F. R. Doc. 45-959; Filed, Jan. 15, 1945; 11:52 a. m.]

PART 120—ANNUAL, SPECIAL OR PERIODICAL REPORTS

FORM FOR LESSORS TO STEAM RAILWAYS

At a session of the Interstate Commerce Commission, Division 1, held at its office in Washington, D. C., on the 6th day of January, A. D. 1945.

The matter of annual reports from lessors to steam railway companies being under consideration:

It is ordered, That the order dated December 2, 1943, In the Matter of Annual Reports from Lessors to Steam Railway Companies (49 CFR, 120.14) be and it is hereby vacated and set aside, effective January 1, 1945, and the following order shall become effective:

§ 120.14 *Form prescribed for lessors to steam railways.* All lessors to steam railway companies subject to the provisions of section 20, Part I of the Interstate Commerce Act, are hereby required to file annual reports for the year ended December 31, 1944, and for each succeeding year until further order in accordance with Annual Report Form E[1] (Railway Lessor Companies), which is hereby approved and made a part of this order. The annual report shall be filed in duplicate, in the Bureau of Transport Economics and Statistics, Interstate Commerce Commission, Washington, D. C., on or before March 31, of the year following the one to which it relates. (24 Stat. 386, 34 Stat. 593, 35 Stat. 649, 36 Stat. 556, 41 Stat. 493, 54 Stat. 916; 49 U.S.C. 20 (1)-(8))

By the Commission, Division 1.

[SEAL] W. P. BARTEL, *Secretary.*

[F. R. Doc. 45-963; Filed, Jan. 15, 1945; 11:52 a. m.]

TITLE 32—NATIONAL DEFENSE

Chapter VI—Selective Service System

[No. 272]

VETERANS ASSISTANCE PROGRAM

ORDER PRESCRIBING FORMS

Pursuant to authority contained in the Selective Training and Service Act of 1940, as amended, I hereby prescribe the following change in DSS Forms:

Addition of a new form designated as DSS Form 131, entitled "Veterans Assistance Program—Operating Record."[1]

Addition of a new form designated as DSS Form 132, entitled "Veterans Assistance Program—Introduction Card."[1]

Addition of a new form designated as DSS Form 141, entitled "Veterans Assistance Program—Sample Survey."[1]

Addition of a new form designated as DSS Form 142, entitled "Veterans Assistance Program—Sample Survey Questionnaire."[1]

The foregoing additions shall become a part of the Selective Service regulations effective within the continental United States immediately upon the filing hereof with the Division of the Federal Register and effective outside the continental limits of the United States on the 30th day after the date of filing hereof with the Division of the Federal Register.

LEWIS B. HERSHEY, *Director.*

JANUARY 9, 1945.

[F. R. Doc. 45-854; Filed, Jan. 12, 1945; 2:53 p. m.]

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[1] Filed as part of the original document.

Chapter IX—War Production Board

AUTHORITY: Regulations in this chapter, unless otherwise noted at the end of documents affected, issued under sec. 2 (a), 54 Stat. 676, as amended by 55 Stat. 236 and 56 Stat. 177; E.O. 9024, 7 F.R. 329; E.O. 9040, 7 F.R. 527; E.O. 9125, 7 F.R. 2719; W.P.B. Reg. 1 as amended Dec. 31, 1943, 9 F.R. 64.

PART 1010—SUSPENSION ORDERS

[Suspension Order S-675]

WESTERN FAMILY PUBLISHING CO., INC.

Western Family Publishing Company, Inc., is a co-partnership owned by Paul L. Mitchell and E. A. Seymour with its principal office in Los Angeles, California. This co-partnership publishes a trade or home service magazine known as The Western Family. During the period from January 1, 1943, to and including June 30, 1944, it consumed approximately 40 tons of paper in excess of its quota in violation of Limitation Order L-244. After July 17, 1943, this partnership had knowledge of the provisions of Limitation Order L-244 and since that date consumed approximately 22 tons of paper in excess of its quota.

This excessive use of paper has diverted scarce material to uses not authorized by the War Production Board. In view of the foregoing, it is hereby ordered, that:

§ 1010.675 *Suspension Order No. S-675.* (a) Paul L. Mitchell and E. A. Seymour, whether doing business as Western Family Publishing Company, Inc., or otherwise, their successors or assigns, unless otherwise specifically authorized in writing by the War Production Board, shall reduce their use of paper below the consumption quota they would otherwise be entitled to use as provided in Limitation Order L-244 as follows: During the first quarter of 1945 by two tons; during the second quarter of 1945 by two tons; during the third quarter of 1945 by two tons; and during the fourth quarter of 1945 by two tons.

(b) Nothing contained in this order shall be deemed to relieve Paul L. Mitchell and E. A. Seymour, whether doing business as Western Family Publishing Company, Inc., or otherwise, their successors or assigns, from any restriction, prohibition or provision contained in any other order or regulation of the War Production Board except insofar as the same may be inconsistent with the provisions hereof.

Issued this 12th day of January 1945.

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

[F. R. Doc. 45-860; Filed, Jan. 12, 1945; 4:30 p. m.]

PART 1010—SUSPENSION ORDERS

[Suspension Order S-689]

J. S. PUBLISHING CORP.

J. S. Publishing Corporation, located at 45 Rose Street, New York, N. Y., is engaged in the manufacture of greeting cards and games made of paper and paperboard. During the period from April 1, 1943 through March 31, 1944, the corporation used or caused to be used in the manufacture of greeting cards 989,818 pounds of paper in excess of its permitted quota for such paper, in violation of Limitation Order L-289. During the same period it used or caused to be used in the packaging of greeting cards 185,364 pounds of paperboard in excess of its authorized quota for such paperboard, in violation of Limitation Order L-289. The negligence of the officers of the corporation in failing to acquaint themselves with the provisions of Limitation Order L-289 was of such character as to amount to a wilful violation of that order.

These violations have diverted critical material to uses not authorized by the War Production Board, and have hampered and impeded the war effort of the United States. In view of the foregoing, it is hereby ordered, that:

§ 1010.689 *Suspension Order S-689.* (a) J. S. Publishing Corporation, its successors or assigns, shall not in each of the four calendar quarters of 1945, use or cause to be used more than 31,425 pounds of paper in the manufacture of greeting cards, nor shall it use or cause to be used more than 6,285 pounds of paperboard in the packaging of greeting cards in each of the said calendar quarters of 1945, unless otherwise specifically authorized in writing by the War Production Board.

(b) Nothing contained in this order shall be deemed to relieve J. S. Publishing Corporation, its successors or assigns, from any restriction, prohibition, or provision contained in any other order or regulation of the War Production Board except insofar as the same may be inconsistent with the provisions hereof.

Issued this 12th day of January 1945.

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

[F. R. Doc. 45-861; Filed, Jan. 12, 1945; 4:30 p. m.]

PART 1010—SUSPENSION ORDERS

[Suspension Order S-690]

BORIS LIPKIN

Boris Lipkin of 2300 South Adams Street, Peoria, Illinois, purchased a farm of 487 acres near Mackinaw, Illinois, in the vicinity of Peoria, Illinois, in the month of March 1944. On or about April 3, 1944, Boris Lipkin began unauthorized agricultural construction on this farm, the cost of which exceeded the limit of $1,000.00 permitted by Conservation Order L-41, and was as follows: A new hen house, a new garage attached to new hen house, a new hog house, a new sheep shed on the rear of the barn, and new and extensive cement driveways.

Boris Lipkin spent at least $4,000.00 in new construction in doing this work on his farm east of Mackinaw, Illinois, without having obtained authorization from the War Production Board as required by Conservation Order L-41.

Such construction by Boris Lipkin constituted a substantial and wilful violation of Order L-41 and a diversion of critical materials, which has impeded and hampered the war effort of the United States. In view of the foregoing, it is hereby ordered, that:

§ 1010.690 *Suspension Order No. S-690.* (a) Neither Boris Lipkin, his successors or assigns, nor any other person shall do any construction on the farm of Boris Lipkin, near Mackinaw, Illinois, unless hereinafter specifically authorized in writing by the War Production Board.

(b) Nothing contained in this order shall be deemed to relieve Boris Lipkin, his successors or assigns, from any restrictions, prohibitions or provisions contained in any order or regulations of the War Production Board except insofar as the same may be inconsistent with the provisions hereof.

Issued this 12th day of January 1945.

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

[F. R. Doc. 45-862; Filed, Jan. 12, 1945; 4:30 p. m.]

PART 3175—REGULATIONS APPLICABLE TO THE CONTROLLED MATERIALS PLAN

[CMP Reg. 1, Direction 60]

NOTICE BY COPPER WIRE MILLS REGARDING SCHEDULING OF "Z" ORDERS

The following direction is issued pursuant to CMP Reg. 1.

(a) The purpose of this direction is to require notice to be given to the War Production Board of intent to schedule "Z" orders in copper wire mills, so that this capacity can be used, if possible, for additional production of urgently needed items such as communication wire for the Signal Corps.

(b) At least ten days before scheduling for production any order identified by an allotment symbol whose initial letter is "Z", a copper wire mill must give notice to the War Production Board of its intent to schedule such an order; and no copper wire mill shall schedule a "Z" order unless it has so notified the War Production Board. Also, notice must be given to the War Production Board as soon as possible of any "Z" orders which have been scheduled before January 13, 1945 but which have not yet been put into production. The notice should state the amount of and identify the type of copper wire mill products involved, and should be given by telegraph to the Copper Division, War Production Board, Washington 25, D. C.

Issued this 13th day of January 1945.

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

[F. R. Doc. 45-875; Filed, Jan. 13, 1945; 11:39 a. m.]

PART 3175—REGULATIONS APPLICABLE TO THE CONTROLLED MATERIALS PLAN

[CMP Reg. 8, as Amended Jan. 13, 1945]

PRODUCTION REQUIREMENTS OF CONTROLLED MATERIALS PRODUCERS

§ 3175.8 *CMP Regulation 8*—(a) *Purpose and scope.* It is the purpose of this

regulation to provide procedures under which controlled materials producers may obtain controlled materials, Class A products, Class B products and other products and materials required as production materials for the production of controlled materials.

(b) *Definition.* The following definition shall apply for the purposes of this regulation:

"Production material" means, with respect to any controlled materials producer, any material or product which will be physically incorporated in his product, and includes the portion of such material normally consumed or converted into scrap in the course of processing. It does not include any items purchased by him as manufacturing equipment or for maintenance, repair or operating supplies as defined in CMP Regulation No. 5.

(c) *Applications for allotments by controlled materials producers.* (1) Except in those cases handled by directives issued under paragraph (t) (3) of CMP Regulation No. 1, where a controlled materials producer requires delivery after March 31, 1943, of controlled materials or of Class A products to be incorporated in a controlled material produced by him, he may apply for an allotment on Form CMP-4B or such other form as may be prescribed for the purpose. Aluminum wire required for armoring cable may be applied for on Form CMP-4B. Aluminum required for deoxidizing and alloying purposes, thermit-reaction, and chemical uses may be obtained under Direction 59 to CMP Regulation 1. Applications for aluminum for destructive or similar direct uses which are not covered by that direction should be made in the way explained in that direction, and not under this regulation.

(2) Applications on Form CMP-4B made pursuant to this paragraph (c) should be directed to the Controlled Materials Division charged with supervision over the operations of the controlled materials producer, even if a different controlled material is involved. For example, a copper wire mill requiring steel wire (a controlled material) for the production of steel armored copper cable (a controlled material) should direct his Form CMP-4B application for steel to the Copper Division, War Production Board, Washington 25, D. C. Applications on Form CMP-13 should, however, in all cases, be directed to the Aluminum Division, War Production Board, Washington 25, D. C. In the case of applications filed pursuant to this paragraph (c) on Form CMP-4B, Sections A, D and E of such form should be left blank.

(3) Allotments of controlled materials will be made to controlled materials producers applying under this paragraph (c) in the same manner as provided in CMP Regulation No. 1 with respect to allotments made for the production of Class A and Class B products; and controlled materials producers applying for and receiving such allotments shall be subject to the same obligations and entitled to the same rights with respect thereto as provided in CMP Regulation No. 1 in the case of other persons applying for and receiving allotments: *Provided,* That a controlled materials producer receiving allotments under this paragraph (c) will receive from his Controlled Materials Division production directions or authorizations in lieu of authorized production schedules.

(4) [Revoked May 20, 1943]

(d) *Assignment of preference rating and allotment symbol to controlled materials producers for production materials*—(1) *Preference rating.* Preference rating AA-1 is hereby assigned to deliveries of production materials, other than controlled materials, required for the production of controlled materials by any controlled materials producer who has applied for, and received, specific authorization from the appropriate Controlled Materials Division to operate under this regulation and no controlled materials producer shall use the rating or allotment symbol assigned by this regulation in the absence of such authorization. Such application may be made by letter directed to the appropriate Controlled Materials Division.

(2) *Allotment symbol.* The allotment symbol X-1 is hereby assigned to each controlled materials producer authorized to operate under this regulation, solely for use with the preference rating assigned by paragraph (d) (1) of this regulation, which symbol shall constitute an "allotment symbol" for the purposes of CMP Regulation No. 3. The assignment of such symbol does not constitute the making of an allotment, and such symbol shall not be used to obtain controlled materials.

(3) *Use of rating and allotment symbol for production materials required to fulfill production directives.* A controlled materials producer authorized to operate under this regulation who has received a production directive or other authorization to produce controlled materials, may use the preference rating hereby assigned with the appropriate allotment symbol to acquire production materials, other than controlled materials, in the minimum practicable amounts required to fulfill such production or to replace such production materials in his inventory, subject to the restrictions of paragraph (c) (2) of Priorities Regulation No. 3. He may not use such rating or allotment symbol for any other purpose.

(d-1) *Assignment of preference rating and allotment number to steel producers to secure performance of services.* Each steel producer who has been specifically authorized to operate under this regulation as provided in paragraph (d) (1) may apply an AA-1 rating on orders for the processing of steel which he furnishes to others to be processed for him, into the same or another controlled material form. To apply this rating, orders must be endorsed with the rating AA-1 followed by the symbol X-1 and with the form of certification described in CMP Regulation No. 7, signed manually or as provided in Priorities Regulation No. 7.

(e) *No extension of customers' allotments or ratings by controlled materials producers.* (1) An authorized controlled material order shall not constitute an allotment of controlled materials to the controlled materials producer with whom it is placed but such order shall be filled in the manner provided in CMP Regulation No. 1.

(2) No controlled materials producer shall, in connection with the production of controlled materials, extend any preference rating received from a customer.

(3) No controlled materials producer shall, in connection with the production of controlled materials, use any allotment received from a customer.

(4) On and after March 13, 1943, no consumer shall include in any bill of materials or application for allotment, requirements for controlled materials which are required for the production of the controlled material to be included in his product. For example, a consumer requiring steel armored copper cable, shall not state in his bill of materials or application for allotment covering such cable, the steel which will be required by the copper wire mill for the manufacture thereof. The copper wire mill will obtain its requirements of steel wire under the procedures provided for in this regulation. However, in those cases where a consumer has actually received an allotment of controlled materials required for the production of any controlled material, or Class A product to be incorporated therein, he shall, notwithstanding the provisions of this paragraph (e), make an allotment thereof to the controlled materials producer from whom he is to acquire such controlled material, and the controlled materials producer receiving such allotment shall cancel the same and report such cancellation within 15 days to the appropriate Controlled Materials Division. For example, if a consumer requiring steel armored copper cable has received an allotment of steel required for the production of such cable, he must, at the time of placing his order with the copper wire mill, make an allotment of the steel required to produce such cable and the copper wire mill shall not use such allotment but shall cancel the same and report such cancellation to the Copper Division.

(f) *Use of allotment numbers on delivery orders.* Each controlled materials producer shall place on each delivery order for production materials, other than controlled materials, rated pursuant to this regulation, the allotment symbol assigned by this regulation or by the related allotment certificate, and shall accompany or endorse the same with a certification in substantially the form provided in CMP Regulation No. 3 (in lieu of the certification provided in Priorities Regulation No. 3) or in the optional standard form provided in CMP Regulation No. 7, signed manually or as provided in Priorities Regulation No. 7.

Issued this 13th day of January 1945.

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

[F. R. Doc. 45-876; Filed, Jan. 13, 1945; 11:39 a.m.]

PART 3284—BUILDING MATERIALS

[Limitation Order L-303, as Amended Jan. 13, 1945]

METAL INSECT SCREEN CLOTH

Section 3284.26 *General Limitation Order L-303*, is hereby amended, and in its entirely rewritten form shall read as follows:

The fulfillment of requirements for the defense of the United States has created a shortage of materials, facilities, manpower and transportation for the manufacture and delivery of metal insect screen cloth 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:

§ 3284.26 *General Limitation Order L-303*—(a) *Purpose of the order* Because of the tremendous demands of the military and allied agencies for insect screen cloth, the importance of this product to the health and welfare of the civilian economy, and the inadequacy of present production to supply military and essential civilian needs, this order places certain restrictions on the manufacture and distribution of metal insect screen cloth. It authorizes the War Production Board to schedule deliveries and to direct transfers and changes in delivery schedules. It also requires metal insect screen cloth producers to file reports.

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

(1) "Metal insect screen cloth" means a fabric of woven wire designed and constructed primarily for installation in an opening or passageway of a building or structure for the purpose of preventing the entrance of insects.

(2) "Producer" means a person who weaves metal insect screen cloth.

(3) "Distributor" means any person who buys metal insect screen cloth direct from a producer for sale in full rolls or cut lengths.

(4) "Screen products manufacturer" means any person who buys metal insect screen cloth direct from a producer for the purpose of manufacturing window screens, screen doors, or combination screen sash and doors.

(c) *Simplification and standardization.* (1) No producer shall weave or fabricate any steel insect screen cloth except in conformity with the type, mesh, finish, diameter and widths established by Schedule I of this order.

(2) Notwithstanding the provisions of paragraph (c) (1) above, steel insect screen cloth may be woven or fabricated without conforming to the type, mesh, finish, diameter or widths specified in Schedule I if such cloth (or window screens, screen doors, or combination screen sash and doors made therefrom) is required to fill an order actually on hand for delivery (i) to or for the account of an agency or government named in § 944.1, paragraph (b) (1) or (b) (2) of Priorities Regulation 1, or (ii) under an export license issued by the Foreign Economic Administration or for the account of the United Nation Relief and Rehabilitation Administration.

(d) *Reports and authorizations*—(1) *Monthly.* On or before the 20th day of January 1945, and on or before the 10th day of each succeeding month, every producer shall file Form WPB-4062, showing the producer's shipments of metal insect screen cloth during the preceding month, unfilled orders, total orders received and the other data prescribed by that Form WPB-4062, in accordance with the instructions furnished with the form.

(2) *Quarterly.* On or before the 20th of January 1945, every producer shall file Form WPB-4062, showing the producer's proposed delivery schedule for February and March 1945 and the other data prescribed by that form. For the second quarter of 1945 and for each succeeding calendar quarter, every producer shall file Form WPB-4062 on or before the 10th day of the month immediately preceding the calendar quarter covered by the report Form WPB-4062. This form shall be prepared in accordance with the instructions furnished with it, and after this form has been processed by the War Production Board a copy will be returned to the producer prior to the 1st day of the calendar quarter succeeding such filing, showing the deliveries he is authorized to make.

(e) *Restrictions on delivery by producers.* (1) On and after February 1, 1945, no producer shall deliver metal insect screen cloth except in accordance with the delivery schedule which the War Production Board has determined for him and authorized on Form WPB-4062. This form will indicate the quantities of metal insect screen cloth which a producer is authorized to deliver on orders for the following classes:

Orders for the Military, bearing the symbol W, O, N, C, or M, or the project serial number for a Veterans Administration project. (See paragraph (h).)
Orders bearing the symbol E or L.
Orders bearing the symbol H.
All other orders.

Moreover, no producer shall deliver metal insect screen cloth on unrated orders.

(2) *Sequence of deliveries by producers.* All deliveries must be made in accordance with Priorities Regulation 1 except, of course, a producer shall not deliver to purchasers in any one of the classes referred to in paragraph (e) (1) more than the amounts authorized for that class on Form WPB-4062.

(f) *Distributors.* A distributor may submit an application for a preference rating to purchase metal insect screen cloth on Form WPB-547 in accordance with the instructions appearing on that form. He may also extend his customers' preference ratings and he may further identify his orders by placing on them the appropriate identification (such as CMP allotment symbols) which appeared on the orders of his customers; he must do so when he requests the producer to make shipment direct to the customer of the distributor.

(g) *Screen products manufacturers.* No screen products manufacturer shall receive more metal insect screen cloth than has been authorized by the War Production Board on Form WPB-4079, which the screen products manufacturer must file with the War Production Board, Lumber and Lumber Products Division, Washington 25, D. C.

(h) *Identification of purchase orders.* Orders originating with one of the following agencies will bear the identifying symbol: War Department (W) or (O), Navy Department (N), ARCO (C), Maritime Commission (M), War Shipping Administration (M) or containing a preference rating which has been assigned on Form WPB-646, Veterans Administration,[1] Foreign Economic Administration (M) or (L) or National Housing Agency (H) In the case of the Veterans Administration the purchase order must be directly from the Veterans Administration, or from a person doing construction work for the Veterans Administration, and in the latter case it must show the project serial number assigned by the War Production Board on Form GA-1456.

(i) *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 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.

(j) *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 for the appeal. Such appeals shall be filed with the War Production Board, Building Materials Division, Washington 25, D. C.

(k) *Applicability of regulations.* This order and all transactions affected by it are subject to all applicable regulations of the War Production Board as amended from time to time, except as herein otherwise provided.

(l) *Reports.* The reporting requirements of this order have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(m) *Routing of correspondence.* All reports required by this order and all communications concerning this order, unless otherwise directed herein, shall be addressed to the War Production Board, Building Materials Division, Washington 25, D. C., Ref: L-303.

Issued this 13th day of January 1945.

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

[1] The Veterans Administration is not a claimant agency and has no allotment symbol under CMP Regulation 1.

SCHEDULE I

NOTE: There is no change in Schedule I or the footnotes of the schedule, other than in connection with describing the type of wire in the first column of the schedule. Both the first item and the second item shall be described "Low carbon steel", which is a correction of a printer's error.

Type wire	Mesh (per inch)	Finish	Diameter of wire[1]	Widths[2]
Low carbon steel	12	Painted	.0110	24", 26", 28", 30", 32", 36", 42", 48"
	16	Painted or galvanized	.0110	24", 26", 28", 30", 32", 36", 42", 48"

[1] Two different sizes of warp and filler wires, approximately the same, having the average diameter of .0110 inch, shall be permitted. Permissible tolerance in wire diameter shall be .0005 inch.
[2] Non-conforming widths are permitted to fill an order or orders for a minimum production run of not less than 4000 linear feet of any one width.

[F. R. Doc. 45-879; Filed, Jan. 13, 1945; 11:39 a. m.]

PART 3288—PLUMBING AND HEATING EQUIPMENT

[General Limitation Order L-185, as Amended Jan. 13, 1945]

WATER HEATERS

The fulfillment of requirements for the defense of the United States has created a shortage of materials used in the manufacture of water heaters 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:

§ 3288.51 *General Limitation Order L-185*—(a) *Definitions.* (1) "Direct fired water heater" means any device for the direct transference of heat produced by electricity or by the combustion of coal, wood, fuel oil or gas, or derived from solar rays, to the water of a hot water supply system. The term includes, but is not limited to, coils, side-arm water heaters, bucket-a-day stoves, laundry stoves (with cored water sections) dome type water heaters, steel hot water supply heaters, or service water tank heaters having not more than two cored water sections, automatic storage water heaters, instantaneous or continuous flow water heaters, underfired storage water heaters, electric water heaters, and solar water heaters. The term does not include any low pressure cast iron or steel boiler designed for the purpose of heating water to provide heat for the interior of a building by means of circulating steam or hot water.

(2) "Indirect water heater" means any device to which steam or hot water is piped for the transference of the heat of such steam or hot water to the water of a hot water supply system, or the water of a hot water space heating system. The term includes, but is not limited to, coils, side arm water heaters, submerged type water heaters or any indirect water heater (including tanks) commonly referred to as a storage water heater consisting of a heating element installed in a hot water storage tank for the purpose of heating and storing hot water for any use, and any indirect water heater consisting of a coil or a nest of tubes installed in a shell or pressure vessel having a diameter 12" or less (if other than circular in cross section and internal cross sectional area 113 sq. in. or less) and designed for the purpose of supplying hot water to a hot water supply system or a hot water space heating system. The term does not include any storage tank, the manufacture of which is governed by Limitation Order L-199, even though used in conjunction with any indirect water heater. It is not intended by the foregoing definition to include any product which is controlled by Limitation Order L-123.

(3) "Hot water supply system" means any system of supplying hot water used in whole or in part for bathing, washing, cleaning, cooking or other similar purposes. The term does not include any system for supplying hot water for specialized industrial or agricultural purposes.

(4) "Hot water space heating system" means any system which is designed for the purpose of heating the interior of a building or other structure (including ships) by utilizing the heat of hot water.

(5) [Deleted Jan. 13, 1945.]

(6) "Copper base alloy" means any alloy in the composition of which the percentage of copper metal by weight equals or exceeds 40% of the total weight of the alloy.

(b) *Use of copper stainless steel, and monel metal in manufacture.* No person shall use in the manufacture, fabrication, or assembly of any direct fired or indirect water heater, any copper, copper base alloy, stainless steel, or monel metal except:

(1) For repair parts not including tanks;

(2) For temperature, pressure, vacuum or electrical controls, safety devices or valves;

(3) For tank spuds or tappings;

(4) For coils and tubular units built with copper tubing of 1½" outside diameter or less, in indirect water heaters only. However, the shells, steam heads, tube plates and other cast parts of indirect water heaters shall be of ferrous metal, or non-metallic materials except that terminal outlets and spacer plates may be of a copper base alloy in which no primary tin or copper is used, and the alloy shall be of no higher grade than alloy 5A of the A. S. T. M. specification B-145-42-T.

The exceptions to the restrictions in the use of copper, stainless steel, or monel metal contained in paragraphs (b) (2) and (b) (4) do not apply to the production of indirect water heaters designed for hot water space heating systems.

(5) For coils and terminal outlets for direct fired side-arm water heaters, except that any copper base alloy used in the production of terminal outlets may contain no primary tin or copper, and the alloy shall be of no higher grade than alloy 5A of the A. S. T. M. Specification B-145-42-T.

(6) For current carrying parts and heating elements for electric water heaters.

(c) *Use of copper stainless steel, and monel metal in the installation of repair and replacement parts.* (1) No person shall in any repair or replacement use or install parts containing in the aggregate more than two pounds of copper or copper base alloy, stainless steel, or monel metal, if the weight of the copper, copper base alloy, stainless steel, or monel metal so used or installed exceeds by more than one pound the weight of copper, copper base alloy, stainless steel, or monel metal replaced. The restrictions in this subparagraph do not apply to the replacement of ferrous heating elements for direct or indirect water heaters.

(2) All copper and copper base alloy replaced in any repair shall be delivered by the person making the repair to a scrap dealer or other person specified under Copper Order M-9.

(d) [Deleted Aug. 29, 1944.]

(e) *Restrictions on production*—(1) *Water heaters except electric.* No person shall manufacture or assemble more units of direct fired (other than electric) or indirect water heaters than his quota which, for each calendar year, shall be determined by the percentage indicated on Schedule A of his 1941 unit production of the same classification of water heaters. However, no person shall manufacture or assemble more than twenty-five per cent of his quota during any calendar quarter. Any person may request authorization to exceed his quota by addressing a letter to the War Production Board, Plumbing and Heating Division, Washington 25, D. C., Ref: L-185, stating his proposed additional production in units per quarter, and the War Production Board may authorize additional production on Form GA-1859, if additional production is necessary to fulfill the approved War Production Board program. Where the applicant will need additional material in order to produce the additional equipment, the letter should be accompanied by an application on Form CMP-4B for the additional controlled materials.

(2) *Electric water heaters.* (i) No person shall manufacture or assemble any electric water heaters except to the extent authorized by the War Production Board on Form GA-1859 or as provided in the exceptions set forth in paragraph (f)

(ii) A person wishing to obtain authorization on Form GA-1850 to make electric water heaters (other than those excepted by paragraph (f)) should apply for authorization by letter addressed to the War Production Board, Plumbing and Heating Division, Washington 25, D. C., Ref: L-185. This letter should state the proposed production in units per quarter. Before sending this letter, the applicant should consult his War Production Board Field Office regarding the necessity for submitting Form WPB-3820. Where the applicant will need controlled materials to produce the electric water heaters, the letter requesting authorization should be accompanied by an application on Form CMP-4B for the controlled materials. Authorization will be granted on the basis of the applicants' proposed use of labor, probability of interfere with war production and facilities available for this production. Production will not be authorized where an applicant's proposed use of labor will interfere with local or inter-regional recruitment of labor. Applications from persons who have not previously been engaged in the production of electric water heaters will be accepted and processed on the same basis as all other applications.

(iii) No person may manufacture or assemble electric water heaters in more than three sizes (based on water storage capacity) nor in more than one model in each size, but a change in the number or design of heating elements shall not constitute a change in size or model. Each person shall report in a letter the size and model designation of the electric water heaters he intends to produce. Each person shall thereafter produce only those sizes and models so reported unless written authorization is received from the War Production Board to produce any other models or sizes. This reporting requirement has been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(f) *Exceptions to manufacturing restrictions.* The restrictions of this order do not apply to the production of water heaters or parts required by the Army, Navy, Maritime Commission, or War Shipping Administration, or by rules and regulations promulgated by the Coast Guard for merchant vessels, for use in ships, boats, planes, laundries, kitchens, hospitals, bakeries, or advance bases, to fill orders authorized by the Maritime Commission on Form WPB-646 or to fill orders to or for the account of the Veterans Administration. Water heaters produced under this paragraph (f) shall not be charged against the production quotas as set forth in paragraphs (e) (1) and (e) (2)

(g) *Exceptions and appeals*—(1) *Production under Priorities Regulation 25.* Any person who wants to manufacture or assemble more direct fired or indirect water heaters than the quota fixed for him or the amount he has been authorized to make on Form GA-1850 (including a person who has no such quota or authorization) may apply for permission to do so as explained in Priorities Regulation 25. He may still, of course, apply for authorization under paragraphs (e) (1) and (e) (2) (ii)

(2) *Appeals.* Any appeal from the provisions of this order, other than the restrictions of paragraphs (e) (1) and (e) (2) (i) shall be filed on Form WPB-1477 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. No appeal should be filed from the restrictions of paragraphs (e) (1) or (e) (2) (i)

(h) *Communications.* All communications concerning this order, unless otherwise directed should be addressed to the War Production Board, Plumbing and Heating Division, Washington 25, D. C., Reference L-185.

(i) *Reports.* Manufacturers of water heaters shall report on or before the tenth day of each month on Form WPB-3717, following the instructions on the form. This reporting requirement has been approved by the Bureau of the Budget, in accordance with the Federal Reports Act of 1942.

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

Issued this 13th day of January 1945.

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

SCHEDULE A—PERMITTED PERCENTAGES OF 1941 UNIT PRODUCTION

	Percent
A. Direct fired water heaters:	
1. Underfired water heaters	80
2. Coal and wood fired water heaters	100
3. Side-arm heaters	70
4. All others	50
B. Indirect water heaters	57

[F. R. Doc. 45-877; Filed, Jan. 13, 1945; 11:39 a. m.]

PART 3290—TEXTILES, CLOTHING AND LEATHER

[General Limitation Order L-215, Interpretation 3]

REPLACEMENT OF USED MACHINERY WITH NEW MACHINERY

This interpretation is issued with respect to General Limitation Order L-215.

Paragraph (e) of this order places a restriction on the dismantling of mills, plants or factories making textile fabrics or yarn. For the purpose of this paragraph "dismantling" does not include the replacement of used machinery with new machinery where the fabric or yarn output (in pounds) of the mill, plant or factory will be at least as great after the new machinery is installed.

Issued this 13th day of January 1945.

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

[F. R. Doc. 45-878; Filed, Jan. 13, 1945; 11:39 a. m.]

PART 3293—CHEMICALS

[General Allocation Order M-300, Schedule 17, as Amended Jan. 13, 1945]

ACRYLIC MONOMER AND ACRYLIC RESIN

§ 3293.1017 *Schedule 17 to General Allocation Order M-300*—(a) *Definitions.* For the purpose of this schedule and Order M-300:

(1) "Acrylic monomer" means the unpolymerized forms of the methyl and higher esters of acrylic and methacrylic acids.

(2) "Acrylic resin" means the polymerized form of the methyl and higher esters of acrylic and methacrylic acids, in the following forms:

Cast sheet (unfabricated) but not including pieces having an area of less than 3 square feet produced as a by-product of normal casting or fabrication operations.
Molded sheet (unfabricated).
Molding powder.
Cast rod.
Cast tube.
Solution.
Emulsion.
Cast primary shapes.
Denture-base material.
Granular polymer.

(3) "Supplier" of acrylic monomer and acrylic resin means any person who: (i) Synthesizes monomer from raw materials; or (ii) manufactures acrylic monomer by de-polymerization of acrylic resin; or (iii) manufactures acrylic resin by polymerization of acrylic monomer; or (iv) purchases acrylic monomer or acrylic resin for the purpose of resale without further fabrication, processing or admixing.

(b) *General provisions.* (1) Acrylic monomer and acrylic resin are subject to allocation under General Allocation Order M-300 as Appendix B materials. The initial allocation date is January 1, 1943, the date when these materials first became subject to allocation under Order

M-260 (revoked). The allocation period is the calendar month. The small order exemption per person per month, without use certificate, is each and all the following:

Cast sheet	50 square feet
Molded sheet	50 square feet
Molding powder	100 pounds
Cast shapes	50 pounds
Tube	25 pounds
Rod	25 pounds
Solution	400 pounds (1 barrel)
Emulsion	400 pounds (1 barrel)
Monomer	10 gallons (80 pounds)
Granular polymers	100 pounds

(2) Small order quantities may be received in addition to allocated quantities for experimental use and also to complete current jobs for which acrylic monomer or resin has been allocated, notwithstanding paragraph (p) (2) of Order M-300.

(3) Any person may use without restriction under this schedule cast sheet (unfabricated) which does not meet specification Nos. 33 M-1 and P-41-c of U. S. Navy and 94-12014-B of U. S. Army, if the sheet was shipped to him on or before January 13, 1945.

(c) *Special dental exception.* A supplier who delivers acrylic monomer and acrylic resin exclusively for dental use may make such deliveries, and his customers may order and accept delivery for dental use, without restriction under this order.

(d) *Special exception for suppliers' intra-company deliveries.* In the case of any group of suppliers under common ownership and control who produce both acrylic monomer and acrylic resin for general purposes, the monomer producing units may deliver acrylic monomer to the resin producing units to the extent necessary to produce resin to fill authorized orders, and the resin producing units may receive and use the monomer for this purpose, without application or specific authorization.

(e) *Suppliers' applications on WPB-2947* Each supplier (as defined in paragraph (a) (3) above) seeking authorization to use or deliver shall file application on Form WPB-2947 (formerly PD-602) The filing date is the 15th day of the month before the proposed use or delivery month. Send three certified copies to the War Production Board, Chemicals Bureau, Washington 25, D. C., Reference: M-300-17. File a separate set of applications for each plant and for each different grade or type of acrylic monomer or acrylic resin as set forth in paragraph (a) (2) above. An aggregate quantity may be requested, without specifying customers' names, for delivery on uncertified small orders. Purchase orders or releases against purchase orders for aircraft glazing sheet shall not be listed individually, but totals shall be listed. Fill in Table II.

(f) *Military emergency shipments.* A supplier may make application on Form WPB-2947 for authorization to expedite shipments against anticipated emergency war orders from the Armed Services or their contractors. Column 1 shall read "Emergency shipments against Government contracts" Column 4 shall show the aggregate quantity of the proposed shipments. From the quantity allocated on this application the supplier may make such shipments without further authorization. Subsequently, on the first WPB-2947 form filed after the end of the month, the supplier shall report his emergency shipments by listing in the usual manner the customers, end uses and quantities. An entry shall be made in Column 7 for each such customer to show that the material was expedited and that shipment was made in the preceding month, as, for example, "Expedited—May" In the case of emergency shipments to contractors, suppliers must obtain written or telegraphic certification from the Armed Service involved, stating that an emergency exists. Any unused material in the "emergency pool" at the end of the month shall be returned to inventory.

(g) *Certified uses with purchase orders.* Each person placing purchase orders for delivery of more than the small order exemption quantity shall furnish each supplier with a certified statement of proposed use, in the form prescribed in Appendix D of General Allocation Order M-300. Examples of and uses are: "Aircraft radio lens", "industrial steamgauge lens", "military denture-base material" or "Civilian denture-base material" Military items are those which are being produced against a prime or sub-contract for the Armed Services. Confidential end uses may be described in general terms but the prime contract number must be specified.

(h) *Surplus stocks.* (1) Surplus and excess stocks of cast sheet (unfabricated) in sizes and thicknesses listed in the manufacturer's price list when the stock is sold, may be sold by the holder under Priorities Regulation 13 to any supplier (whose use or redelivery is subject to this order) or to any aircraft manufacturer, who may use the sheet for aircraft purposes without application or further authorization. A sale to any other purchaser must be authorized upon application by the holder on Form WPB-1161, and the authorized purchaser may use the sheet sold under the authorization without further application or authorization.

(2) Surplus and excess stocks of cast sheet (unfabricated) in sizes and thicknesses not listed in the manufacturer's price list when the stock is sold, may be freely sold and delivered by the holder under Priorities Regulation 13, and thereafter shall not be subject to restriction under this order.

(3) Surplus and excess stocks of acrylic monomer or resin in forms other than cast sheet may be sold under Priorities Regulation 13 without application or specific authorization, but the purchaser must apply to the War Production Board, Chemicals Bureau, Washington 25, D. C., Ref: M-300-17, on Form WPB-2945 or by letter (three copies), for authorization to use this material.

(4) Instead of disposing of surplus and excess stocks in accordance with paragraphs (h) (1) (2) and (3) above, the holder may elect to treat himself as a supplier and to file application for authorization to deliver under paragraph (e) of this schedule, based on use certificates from his customers filed under paragraph (g) of this schedule.

(i) *Budget Bureau approval.* The above reporting requirements have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

(j) *Communications to the War Production Board.* Communications concerning this schedule shall, unless otherwise directed, be addressed to War Production Board, Chemicals Bureau, Washington 25, D. C., Reference: M-300-17.

Issued this 13th day of January 1945.

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

[F. R. Doc. 45-880; Filed, Jan. 13, 1945; 11:40 a. m.]

PART 1010—SUSPENSION ORDERS

[Suspension Order S-650, Reinstatement]

RICHMOND ELECTRIC CO.

Nathan Eugene, doing business as Richmond Electric Company, 84 Weybosset Street, Providence, Rhode Island, engaged in electrical construction and maintenance work and also in the retail sale of electrical equipment was suspended on November 6, 1944 by Suspension Order No. S-650. A stay of the provisions of paragraphs (b) and (c) was granted on November 28, 1944, pending final determination of the appeal or until further order by the Chief Compliance Commissioner or his Deputy. The appeal has been considered by the Deputy Chief Compliance Commissioner who dismissed the appeal, vacated the stay and reinstated the order, paragraphs (a) (b) and (c) thereof to terminate on March 6, 1945.

In view of the foregoing:

It is hereby ordered, that: § 1010.650, *Suspension Order No. S-650* issued November 6, 1944, be and hereby is reinstated; and the stay of execution of paragraphs (b) and (c) thereof be and hereby is vacated; and that paragraphs (a) (b) and (c) of the order shall terminate on March 6, 1945. This order shall take effect on January 13, 1945.

Issued this 4th day of January 1945.

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

[F. R. Doc. 45-924; Filed, Jan. 13, 1945; 5:05 p. m.]

PART 1010—SUSPENSION ORDERS

[Suspension Order S-676]

THOMAS J. BOYER

Thomas J. Boyer, 8518 South Ashland Avenue, Chicago, Illinois, is a general building contractor. On or about July 17, 1943, the War Production Board issued him four PD-428 purchase certif-

icates authorizing the purchase of fifty-seven new domestic mechanical refrigerators for installation in specific defense housing projects. Pursuant to these authorizations, he purchased and accepted transfer of the fifty-seven refrigerators in due course. Subsequent to August 6, 1943, he disposed of thirty-one of the new domestic mechanical refrigerators for use elsewhere than in the projects for which the authorizations were granted. Thomas J. Boyer was aware of Supplementary Limitation Order L-5-d and his actions constituted wilful violations of that order.

These violations of Supplementary Limitation Order L-5-d have diverted critical materials to uses not authorized by the War Production Board and have hampered and impeded the war effort of the United States of America. In view of the foregoing, it is hereby ordered, that:

§ 1010.676 *Suspension Order No. S-676.* (a) For three months from the date this suspension order takes effect, deliveries of material to Thomas J. Boyer, his successors and assigns, shall not be accorded priority over deliveries under any other contract or order and no preference rating shall be assigned, applied or extended to such deliveries by means of preference rating certificates, preference rating orders, general preference orders or any other orders or regulations of the War Production Board, unless hereafter specifically authorized in writing by the War Production Board.

(b) For three months from the date this suspension order takes effect, no allocation, including allotments, shall be made to Thomas J. Boyer, his successors and assigns, of any material or product, the supply or distribution of which is controlled by any order or regulation of the War Production Board, unless hereafter specifically authorized in writing by the War Production Board.

(c) The provisions of this suspension order shall not apply to any housing project Thomas J. Boyer, his successors or assigns, has under construction on the date this suspension order takes effect, and for which he has previously received approval and assistance of the Federal Government of the United States of America.

(d) Nothing contained in this order shall be deemed to relieve Thomas J. Boyer, his successors or assigns, from any restriction, prohibition or provision contained in any other order or regulation of the War Production Board, except insofar as the same may be inconsistent with the provisions hereof.

(e) This order shall take effect on January 13, 1945.

Issued this 6th day of January 1945.

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

[F R. Doc. 45-925; Filed, Jan. 13, 1945; 5:07 p. m.]

PART 3175—REGULATIONS APPLICABLE TO THE CONTROLLED MATERIALS PLAN

[CMP Reg. 4, Direction 6]

LIMITATION ON DELIVERIES ON "Z" ORDERS

The following direction is issued pursuant to CMP Regulation 4.

(a) Because of the present critical supply of certain types of controlled materials, it is necessary to place certain limitations on the quantity of controlled materials that any warehouse or distributor may deliver on authorized controlled material orders identified by the CMP allotment symbol whose initial letter is "Z".

(b) No distributor may deliver on an authorized controlled material order identified by the CMP allotment symbol whose initial letter is "Z" more than 10 tons of carbon steel and 2 tons of alloy steel (other than stainless) to any single customer during any one calendar quarter. No person may place such orders for more than this amount from distributors for delivery to him in any one calendar quarter. No distributor may deliver any stainless steel and no consumer may order stainless steel on an authorized controlled material order identified by the CMP allotment symbol whose initial letter is "Z"

(c) No brass mill warehouse may deliver more than 200 pounds of brass mill products to any one customer during any one calendar quarter on orders identified by the CMP allotment symbol whose initial letter is "Z" No wire mill warehouse may deliver more than 50 pounds (copper content) of copper wire mill products to any one customer during any one calendar quarter on orders identified by the CMP allotment symbol whose initial letter is "Z" No consumer may place such "Z" authorized controlled material orders on warehouses in any one calendar quarter for greater quantities of brass mill or copper wire mill products.

(d) No copper wire mill or brass mill warehouse may deliver in any month on authorized controlled material orders identified with the CMP allotment symbol whose initial letter is "Z" more than 1% of the copper wire mill products or brass mill products respectively which it delivered on all authorized controlled material orders the previous month.

(e) No aluminum warehouse may deliver more than 1,000 pounds (aggregate weight) of aluminum sheet, strip and plate to any one customer in any one calendar quarter on authorized controlled material orders identified by the CMP allotment symbol whose initial letter is "Z" and no consumer may place such authorized controlled material orders on warehouses for delivery in any one calendar quarter of more than this amount of aluminum sheet, strip and plate.

(f) This direction does not apply to deliveries of controlled materials on orders identified by the symbol "Z-1E" except that no distributor may deliver any stainless steel on Z-1E orders.

(g) Attention is called to the provisions of paragraph (w) of CMP Regulation 1 relating to the return of un-needed allotments. To the extent any consumer is unable to use allotments because of the restrictions of this direction, he is required to return such allotments to the Field Office which made them.

(h) Any consumer who finds that he will be unable to continue production because of the restrictions of this direction, and who will suffer unusual hardship because of his failure to produce, may apply to this local Field Office for an exception from the restrictions of this direction.

Issued this 13th day of January 1945.

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

[F. R. Doc. 45-923; Filed, Jan. 13, 1945; 5:06 p. m.]

PART 3290—TEXTILE, CLOTHING AND LEATHER

[General Conservation Order M-310, General Direction 1, as Amended Jan. 15, 1945]

CHANGE IN PERCENTAGE OF MANUFACTURERS' BENDS TO BE SET ASIDE

General Direction 1 to General Conservation Order M-310 is hereby amended to read as follows:

The percentage of manufacturers' bends to be set aside under paragraph (c) (2) is changed to 10% beginning with January 1945.

Issued this 15th day of January 1945.

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

[F. R. Doc. 45-948; Filed, Jan. 15, 1945; 11:42 a. m.]

PART 3290—TEXTILE, CLOTHING AND LEATHER

[Conservation Order M-328B, Direction 5]

CHILDREN'S APPAREL PROGRAM NO. 3 (SUPP. VIII TO SCHED. A)

The following direction is issued pursuant to Conservation Order M-328B.

(1) The time within which persons who were assigned preference ratings under Children's Apparel Program No. 3 (Supplement VIII to Schedule A of Order M-328B) are required to purchase materials for which a preference rating was assigned is hereby extended to January 20, 1945; the time within which their orders for such materials shall call for delivery is hereby extended to March 5, 1945; and the time within which they are required to manufacture the items which they have been directed to manufacture from such materials is hereby extended to March 31, 1945.

(2) Certain textile mills have been issued directions to set aside certain yardages of specified goods for delivery only on rated orders assigned for use in fulfillment of Children's Apparel Program No. 3. Regardless of the provisions in such directions requiring deliveries to be made prior to February 15, 1945, and limiting to January 15, 1945, the time within which such mills may accept orders for such goods, such mills may accept orders for such goods at any time, provided that they complete deliveries of such goods not later than March 5, 1945.

(3) All individual directions heretofore issued under the above-mentioned Children's Apparel Program No. 3 are hereby amended to conform with the above.

Issued this 13th day of January 1945.

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

[F. R. Doc. 45-922; Filed, Jan. 13, 1945; 5:06 p. m.]

PART 3294—IRON AND STEEL PRODUCTION

[General Preference Order M-21-b-1, Revocation]

Section 3294.81 *General Preference Order M-21-b-1* is hereby revoked, effective February 1, 1945. It is superseded on that date by General Preference Order M-21-b-3. This revocation of Order M-21-b-1 does not affect any liabilities incurred under the order.

Issued this 15th day of January 1945.

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

[F. R. Doc. 45-945; Filed, Jan. 15, 1945; 11:41 a. m.]

PART 3294—IRON AND STEEL PRODUCTION

[General Preference Order M-21-b-2, Revocation]

Section 3294.86 *General Preference Order M-21-b-2* is hereby revoked, effective February 1, 1945. It is superseded on that date by General Preference Order M-21-b-3. This revocation of Order M-21-b-2 does not affect any liabilities incurred under the order.

Issued this 15th day of January 1945.

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

[F. R. Doc. 45-946; Filed, Jan. 15, 1945; 11:42 a. m.]

PART 3294—IRON AND STEEL PRODUCTION

[General Preference Order M-21-b-2,

STEEL DISTRIBUTORS

(a) Purpose and scope.
(b) Definitions.
(c) Purchases for stock; stock replacement orders.
(d) Purchases for stock; other orders.
(e) How to place orders and status of orders.
(f) Distributors may act as intermediaries or resellers.
(g) Warehouse load directives.
(h) Earmarked warehouse stocks.
(i) Distributor's declaration of intent.
(j) Establishing an initial working stock.
(k) Reports.
(l) General provisions.
(m) Prior actions validated.
Schedule A—General steel products.
Schedule B—Merchant trade products.

§ 3294.91 *General Preference Order M-21-b-3*—(a) *Purpose and scope.* This order replaces General Preference Orders M-21-b-1 and M-21-b-2 beginning February 1, 1945. It tells how a distributor obtains deliveries of steel products for his own stock or for direct delivery to his customers. The rules governing deliveries of all types of steel products from a distributor's stock to persons buying for use are contained in CMP Regulation No. 4. The term "distributor" excludes any person who does not actually take physical delivery of steel into a warehouse stock for sale or resale at a location regularly maintained by him for such purpose. Direction 48 to CMP Regulation No. 1 governs the activities of persons who wish to purchase steel from idle or excess inventory for resale without accepting physical delivery of it into a warehouse stock.

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

(1) "Steel" means carbon steel (including wrought iron) and alloy steel in the forms and shapes listed in Schedule I of CMP Regulation No. 1. The term includes material sorted or salvaged from scrap and sold for other than remelting purposes. The term also includes all types of rejected or second quality material and shearings except:

(i) When sold as scrap for remelting; or

(ii) When sold as scrap to a scrap dealer for sorting, processing or salvaging, or for resale for remelting.

The term does not include material which has been in use or service.

(2) "General steel product" means any of the steel products listed in Schedule A of this order.

(3) "Merchant trade product" means any of the steel products listed in Schedule B of this order.

(4) "Product group" means any of the numbered groups of steel products listed in Schedule A or Schedule B of this order.

(5) "Base period" for merchant trade products means

(i) For products in product groups 20-23, inclusive, the calendar year 1940.

(ii) For products in product groups 24-31, inclusive, the twelve months ending June 30, 1941.

(6) "Base tonnage" of a distributor for any Merchant Trade Product Group at any location means the tonnage of that product group delivered by producers to his stock at that location during the base period, or such other tonnage as may be specifically established by the War Production Board. By the use of Form WPB-2889 a distributor can shift his base tonnage for any merchant trade product group from one producer to another.

(7) "Distributor" means any person (including a warehouse, jobber, dealer, retailer, or scrap dealer) who is engaged in the business of receiving steel into one or more warehouse stocks regularly maintained by him for sale or resale in the form received, or after performing such operations as cutting to length, shearing to size, torch cutting or burning to shape, sorting and grading, pipe threading, or corrugating or otherwise forming sheets for roofing and siding; but a person who, in connection with any sale, bends, punches or performs any fabricating operation designed to prepare steel for final use or assembly shall not be deemed a distributor with respect to such sale.

(8) "Delivery" includes deliveries received on consignment.

(c) *Purchases for stock; stock replacement orders.* A distributor may place only two kinds of orders with suppliers for delivery to his warehouse stock. They are "stock replacement orders" as described in this paragraph (c) and "other orders" as described in paragraph (d)

(1) *What a stock replacement order is.* A "stock replacement order" for either general steel products or merchant trade products means an order for delivery to a distributor's warehouse stock to replace an equal tonnage of the same class of products ("general steel products" or "merchant trade products") delivered from his stock at one or more locations during the preceding 12 months to consumers in accordance with CMP Regulation No. 4, or to other distributors on stock replacement orders placed by them in accordance with this paragraph (c) (1), plus scrap accumulated in the course of warehouse operations and actually sold to a scrap dealer or melter. Deliveries to other distributors made pursuant to the terms of paragraph (c) (3) of Order M-21-b-1 or paragraph (c) (2) of Order M-21-b-2, as amended September 25, 1944, if not previously replaced or ordered for replacement, may also be used by a distributor to support a stock replacement order for general steel products or merchant trade products as the case may be. No delivery from stock may be used more than once to support a stock replacement order. A distributor may not support a stock replacement order for general steel products with deliveries of merchant trade products, and vice versa. In addition, a distributor may not support any stock replacement order with any tonnage delivered direct from a supplier to his customer, or with any tonnage delivered from his stock "ex-allotment" such as deliveries on orders bearing the allotment symbol Z-1-E, deliveries authorized pursuant to Direction 44 to CMP Regulation No. 1, or deliveries made by him to other distributors in accordance with paragraph (d) (2) of this order. Within these limits a distributor may place stock replacement orders with any producer or distributor for any general steel products or any merchant trade products.

(2) *Distributor's tonnage accounts.* So that a distributor can determine at any time the tonnage of general steel products or merchant trade products which he is eligible to purchase on stock replacement orders for delivery to any one or more of his warehouse locations, each distributor shall maintain a sepa-

rate "tonnage account" for general steel products and merchant trade products. The appropriate tonnage account shall be credited with the weight of general steel products or merchant trade products which the distributor has delivered from his warehouse stock and which he is permitted by paragraph (c) (1) to use as support for a stock replacement order. The appropriate tonnage account shall be charged with the tonnage of general steel products or merchant trade products, respectively, which the distributor purchases from producers or other distributors on stock replacement orders. Any orders placed in accordance with paragraph (d) of this order shall not be charged to a distributor's tonnage accounts. The balances in the two tonnage accounts kept in accordance with this paragraph (c) (2) at any time shall be the tonnage of general steel products and merchant trade products, respectively, for which the distributor is eligible to place stock replacement orders. Except as provided for new distributors in paragraph (j) of this order, it is not necessary to keep a separate tonnage account for each warehouse location operated by a distributor. Deliveries from any one or more locations operated by the distributor prior to April 1, 1944, may be grouped together to support stock replacement orders for delivery to any one or more such locations.

(d) *Purchases for stock; other orders.* In addition to "stock replacement orders" a distributor may place "other orders" for any general steel product or merchant trade product with any producer, distributor, or holder of idle or excess inventory as permitted by this paragraph (d) The term "other order" means any order for delivery to a distributor's warehouse stock which the distributor is permitted to place on other than a stock replacement basis. Previous deliveries from warehouse stock are not required to support "other orders" Such orders may be placed by a distributor only in accordance with the following:

(1) *With a producer.* A distributor may place other orders with a producer for any surplus steel which the latter has in stock and which the producer can deliver under the terms of Direction 44 to CMP Regulation No. 1.

(2) *With another distributor* In addition, a distributor may place other orders with another distributor for any steel items which the latter has salvaged from material purchased as scrap, or which the latter has in his warehouse stock that are not needed to fill any orders he has received calling for delivery within the next 30 days which he is required to fill under CMP regulations or orders. The distributor making such a delivery from his stock may not use it to support his own stock replacement order with a producer or another distributor.

(3) *With a holder of idle or excess inventories.* In addition, a distributor may place other orders for any steel products to be delivered to his stock by a holder of idle or excess inventory on a "special sale" as provided in Priorities Regulation No. 13, or by a "reseller" as provided in Direction 48 to CMP Regulation No. 1.

(e) *How to place orders and status of orders*—(1) *Stock replacement orders; general steel products.* Beginning February 1, 1945, each stock replacement order for general steel products placed by a distributor with a producer or another distributor in accordance with paragraph (c) (1) of this order must bear the words "WH—Distributor's GSP Stock Replacement Order" and the standard endorsement authorized in Priorities Regulation No. 7. Any stock replacement order for general steel products placed with a producer and bearing the certification called for in this paragraph (e) (1) shall be considered an authorized controlled material order. Any stock replacement order for general steel products placed with another distributor and bearing the endorsement called for in this paragraph (e) (1) may, but need not, be accepted; any part of the order which is accepted shall be considered an authorized controlled material order.

(2) *Stock replacement orders; merchant trade products.* Beginning February 1, 1945, each stock replacement order for merchant trade products placed by a distributor with a producer or another distributor in accordance with paragraph (c) (1) of this order must bear the words "WH—Distributor's MTP Stock Replacement Order" and the standard endorsement authorized in Priorities Regulation No. 7. Any stock replacement order for merchant trade products bearing the endorsement called for in this paragraph (e) (2) and placed with a producer for delivery to a distributor's stock at a location where the distributor has a base tonnage for that product group with that producer will be considered an authorized controlled material order. Any stock replacement order for merchant trade products bearing the endorsement called for in this paragraph (e) (2) placed with another distributor, or with a producer who does not hold a base tonnage for that distributor at that location for the product group ordered, may, but need not, be accepted; any part of the order which is accepted shall be considered an authorized controlled material order.

(3) *Other orders; all steel products* Beginning February 1, 1945, each order for general steel products or merchant trade products placed in accordance with paragraph (d) of this order for delivery to a distributor's stock must bear the words, "Surplus—for distributor's stock" No other endorsement or form shall be used with such an order. Any order so endorsed may, but need not, be accepted by the supplier; any part of the order which is accepted shall be considered an authorized controlled material order.

(f) *Distributors may act as intermediaries or resellers.* A distributor who wishes to do so may act in the capacity of either an "intermediary" or a "reseller" in accordance with Direction 48 to CMP Regulation No. 1. On any transaction in which a distributor acts as an intermediary involving less than 40,000 pounds of steel, the distributor may order the material delivered to his warehouse, but he must promptly redeliver it to his customer. A distributor may not use a sale resulting from any transaction in which he acts as an intermediary or a reseller to support a stock replacement order for delivery to his warehouse stock. If a distributor, acting in the capacity of a reseller, purchases any material under the terms of Direction 48 to CMP Regulation No. 1 and later has the material shipped to his warehouse, the material becomes a part of his warehouse stock. It may then be sold by him only in accordance with the terms of WPB orders and regulations applicable to the delivery of steel from a distributor's stock.

(g) *Warehouse load directives.* When necessary to secure an equitable distribution of any scarce steel product, the War Production Board may direct producers to reserve a part of their production of such product during any period to fill distributors' stock replacement orders. In order to take advantage of the tonnage so reserved, a distributor must submit his orders in accordance with paragraph (c) (1) to a producer not later than the expiration date stated in the warehouse load directive. A producer may fill distributors' stock replacement orders received after the expiration date for delivery in such period, but he may not reserve any space for them. Deliveries of steel by a producer to a distributor from any tonnage reserve established with him by any warehouse load directive shall be made in accordance with the specific directions which will be issued to the producer in the warehouse load directive.

(h) *Earmarked warehouse stocks.* The War Production Board, at the request of a claimant agency, may establish earmarked stocks of any steel products with any distributor. Deliveries to and from such stocks must be made in accordance with specific directions which will be issued to the distributor when the earmarked stock is established.

(i) *Distributor's declaration of intent.* To distinguish between persons who intend to maintain a stock of steel regularly at any location as a distributor under this order and persons who temporarily store steel while operating as a reseller under Direction 48 to CMP Regulation No. 1, a declaration of intent is required of certain steel distributors. The declaration of intent is not an application for permission to become a distributor at any particular location, but is merely a statement to the War Production Board that the person submitting the declaration intends to operate a steel warehouse and regularly maintain a stock of steel at that location under WPB regulations applicable to steel distributors. A steel distributor's declaration of intent must be filed in triplicate on Form WPB-4054 with the Warehouse Branch of the Steel Division, War Production Board, Washington 25, D. C., by each person who, after March 31, 1945, wishes to operate as a steel distributor at any location under this order if

(1) He maintains a warehouse stock at that location by purchasing general steel products from producers but has not been issued Form GA-996 for that location by the War Production Board, or

(2) He has, on or after April 1, 1944, established a new warehouse stock at that location which he maintains by purchasing merchant trade products from producers, or

(3) He wishes to establish a warehouse stock of either general steel products or merchant trade products at a location not in operation by him prior to the effective date of this order.

No distributor's declaration of intent is required for a location if the distributor of general steel products has in his possession a GA-996 warehouse certificate issued on or after December 1, 1943, for that location under Order M-21-b-1, or if the distributor of merchant trade products was established at that location prior to April 1, 1944. Copies of Form WPB-4054 can be obtained from the nearest WPB Field Office. A steel distributor's declaration of intent must be filed by a person already established as a distributor at any location, if he is required to submit it, within 30 days after the effective date of this order, and by any new distributor before he places any orders for steel with a producer.

(j) *Establishing an initial working stock.* Any person who wishes to become a distributor of either general steel products or merchant trade products at a new location must first file a distributor's declaration of intent with the War Production Board as required by paragraph (i) The initial working stock of such a person may be obtained by him only by purchasing his entire working stock from holders of idle or excess inventory in accordance with paragraphs (d) (1) or (d) (3) of this order. Deliveries from such stock may be replaced in accordance with paragraph (c) (1) of this order. The term "working stock" includes all of the tonnage of general steel products or merchant trade products deemed necessary by the distributor to maintain operations at the new location at a satisfactory level under this order. Each location established by any person pursuant to this paragraph (j) shall hereafter be considered a separate distributor subject to all of the terms of this regulation even though the location may only represent the addition of another unit to a group operated by one distributor.

(k) *Reports.* Subparagraphs (1) and (2) of this paragraph require certain distributors to file reports. These reports must be filed in duplicate with the Bureau of the Census, Washington 25, D. C., on or before the 15th day of January, April, July and October for the calendar quarter preceding. Each distributor, whether or not he is required to file this report, must maintain for a period of not less than two years a record of his quarterly shipments from stock, receipts into stock, and inventory on hand at the end of each calendar quarter for each steel product group listed in Schedule A or B which he handles. This record must be available for inspection at any time by authorized representatives of the War Production Board. A distributor need not file any report, unless specifically requested by the War Production Board, unless he meets the following qualifications:

(1) *General steel products distributors.* Each distributor must file a quarterly report on Form WPB-2888 for each location where his total receipts of all general steel products into stock from producers during a calendar quarter exceed 150 tons. In addition, if his receipts of tool steel into stock at any location from producers during a calendar quarter exceed 25 tons, he must file a report on Form WPB-2888 for that location covering all general steel products which he handles.

(2) *Merchant trade products distributors.* Each distributor must file a quarterly report on Form WPB-2892 for each location where his total receipts from producers of all merchant trade products into stock during a calendar quarter exceed 100 tons, or where his base tonnage for any one of the following groups of merchant trade products exceeds the amount shown below:

	Net tons
Pipe (product groups 20-21)	240
Tin and terne plate (product group 22)	240
Galvanized, lead coated, or painted sheets and strip, including roofing and siding, valley, ridge roll, and flashing (product group 23)	240
Wire products (product groups 24-31)	240

(l) *General provisions*—(1) *Appeals.* Any appeal from this order must be made by letter referring to the particular provisions appealed from and stating fully the grounds for the appeal. In emergency cases, appeal may be made by telegraph.

(2) *Communications to the War Production Board.* All appeals or other communications concerning this order should be addressed to the Warehouse Branch, Steel Division, War Production Board, Washington 25, D. C., Reference: M-21-b-3.

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

(4) *Special instructions.* The War Production Board may from time to time issue instructions to steel distributors with respect to making, withholding ordering, accepting, or refusing deliveries.

(m) *Prior actions validated.* All warehouse load directives, earmarked stock directives or other instructions issued to producers or distributors pursuant to Order M-21-b-1 or Order M-21-b-2 which have not been specifically revoked by the effective date of this order shall remain in full force until amended or cancelled, or until this order is revoked, and shall have the same effect as if issued pursuant to this order. The following published directions to Orders M-21-b-1 and M-21-b-2 are validated as if issued under this order, but other directions published under those orders are invalid after the effective date of this order:

Order M-21-b-1, Direction 3
Order M-21-b-2, Direction 3
Order M-21-b-2, Direction 4

This order shall become effective February 1, 1945.

NOTE: The record keeping and reporting provisions of this order have been approved by the Bureau of the Budget pursuant to the Federal Reports Act of 1942.

Issued this 15th day of January 1945.

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

SCHEDULE A—GENERAL STEEL PRODUCTS

Product group number	Description	Types of steel included		
		Carbon	Stainless	Other alloy
1	Ingots, blooms, billets, slabs, tube rounds, die blocks, sheet and tin bars.	x	x	x
2	Structural shapes and piling.	x	------	x
3	Plates (universal and sheared) including skelp.	x	x	x
4	Rails and track accessories.	x	------	x
5	Hot rolled bars—except concrete reinforcing bars but including forged, galvanized, and wrought iron bars.	x	x	x
6	Cold finished bars	x	x	x
7	Tool steel, including drill rod.	x	------	x
8	Mechanical tubing	x	x	x
9	Pressure tubing	x	x	x
10	Wire rods (for wire drawing only).	x	x	x
11	Sheets and strip, hot rolled.	x	x	x
12	Sheets and strip, cold reduced.	x	x	x
13	Tin mill black plate	x	------	------
14	Sheets and strip, all other (except tin plate, short ternes, and galvanized).	x	------	------
15	Wheels and axles (including steel tires and rims).	x	------	x
16	Castings (rough castings only).	x	x	x
17	Concrete reinforcing bars (unfabricated).	x	------	------

SCHEDULE B—MERCHANT TRADE PRODUCTS

20	Standard and line pipe, water well tubular products, and couplings (includes steel and wrought iron pipe).[1]	x	------	------
21	Oil country casing, tubing, and drill pipe, and couplings.	x	------	x
22	Tin plate and terne plate (short ternes).	x	------	------
23	Galvanized, lead coated, or painted sheets and strip (including galvanized flat sheets purchased for the manufacture of roofing and siding), formed roofing and siding (painted, black, galvanized, or lead coated), valley, ridge roll, and flashing.[2]	x	------	------
24	Wire rope and strand	x	x	------
25	Nails (cut and wire), fence and netting staples.	x	x	------
26	Wire, drawn	x	x	x
27	Wire bale ties	x	------	------
28	Wire (barbed and twisted), and wire fence (woven or welded).	x	------	------
29	Wire netting	x	------	------
30	Fence posts	x	------	------
31	Welded wire concrete reinforcing fabric.	x	------	------

[1] Stainless and other alloy pipe for the purposes of this order are classified as General Steel Products under Product Groups 8 and 9.

[2] With the approval of the distributor placing such an order, a producer may substitute black sheets (21 gauge and lighter) for galvanized flat sheets of the same gauge.

[F. R. Doc. 45-947; Filed, Jan. 15, 1945; 11:42 a. m.]

Chapter XI—Office of Price Administration

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

[MPR 530[1], Amdt. 4]

IMPORT PRICES FOR PULPWOOD PRODUCED IN PROVINCES OF QUEBEC, NEW BRUNSWICK AND NOVA SCOTIA IN DOMINION OF CANADA

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 530 is amended in the following respects:

1. In section 1, paragraph (a) is amended to read as follows:

(a) On and after January 18, 1945, regardless of any contract, agreement, lease or other obligation, no person in the course of trade or business shall import from the Provinces of Quebec, New Brunswick and Nova Scotia in the Dominion of Canada into the continental limits of the United States of America, pulpwood produced in the Provinces of Quebec, New Brunswick and Nova Scotia in the Dominion of Canada at prices in excess of the maximum prices set forth in section 9 of this regulation; and no person shall agree, offer, solicit, or attempt to do any of the foregoing: *Provided,* That the maximum prices established herein shall not apply to pulpwood which is produced in the Provinces of Quebec, New Brunswick and Nova Scotia in the Dominion of Canada on limits owned or operated by a United States consuming mill or its subsidiary when the pulpwood is sold to the United States consuming mill owning the operation or controlling the subsidiary.

2. In section 9, paragraph (c) is redesignated as paragraph (d) and is amended and a new paragraph (c) is added to read as follows:

(c) Where a United States consuming mill procures pulpwood subject to this regulation through a wholly owned subsidiary, the United States consuming mill may pay its wholly owned subsidiary, in addition to the maximum prices established by this regulation, the sum per cord for administrative and overhead expenses which is reasonably necessary in order to permit the continued operations of such subsidiary, which sum may include, in the event that the pulpwood is obtained from a broker and/or dealer, an amount not in excess of the broker's and/or dealer's commission provided in paragraph (b) above.

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

[1] 9 F.R. 4478, 9973, 11171, 14783.

(d) *Applications for exceptions or adjustments*—(1) *When exceptions or adjustments may be granted.* (i) In the event that the Canadian Wartime Prices and Trade Board or any other duly authorized person grants an exception or adjustment to any producer and/or seller of Canadian pulpwood from the maximum prices established by the above-mentioned Administrative Orders Nos. A-1281, A-1282, A-1283, the person importing such pulpwood may apply to the Paper and Paper Products Branch, Office of Price Administration, Washington, D. C., for authority to pay the amount necessary to cover such exception or adjustment.

(ii) In the event that pulpwood, subject to this regulation, has been cut from the stump and appropriated, before January 13, 1945 to a contract which was made on or before February 2, 1944, and if the person importing such pulpwood finds that he is unable to import this pulpwood at the maximum prices established by this regulation, the person importing such pulpwood may apply to the Paper and Paper Products Branch, Office of Price Administration, Washington, D. C., not later than January 31, 1945, for authority to pay a sum not in excess of the amount stipulated in the aforementioned contract in order to enable him to import such pulpwood. Any such application may be denied in whole or in part if the War Production Board fails to find it is consistent with any Order, Regulation or Program of the War Production Board, or if the Office of Price Administration finds relief would be inconsistent with the purposes of this regulation, the Emergency Price Control Extension Act, the Stabilization Act, or any applicable Executive Order.

(2) *Form of application.* (i) When an application is filed under paragraph (d) (1) (i) above, the application shall set forth

(*a*) that the application is based on an exception or adjustment granted to the producer and/or seller by the Canadian Wartime Prices and Trade Board or any other duly authorized person;

(*b*) the name and address of the producer and/or seller; and

(*c*) the amount of exception or adjustment so granted.

(ii) When an application is filed under paragraph (d) (1) (ii) above, the application shall set forth

(*a*) the names of the parties to the contract;

(*b*) the price in Canadian funds per cord in the contract;

(*c*) the amount of the pulpwood to be produced under the contract and whether such pulpwood is to be delivered rough or peeled;

(*d*) the amount of pulpwood delivered under the contract;

(e) the amount of the pulpwood cut from the stump on or before which is undelivered and the amount per cord desired for such pulpwood; and

(f) the reasons why such amount is necessary to enable the person to import the pulpwood.

(3) *Amount of exception or adjustment.* The relief granted under this paragraph (d) shall be limited to the amount reasonably necessary to permit the importation of the pulpwood involved, provided, however, that in cases filed pursuant to paragraph (d) (1) (ii) above, the relief granted shall be further limited to a sum not in excess of the amount stipulated in the contract under which the pulpwood was produced.

(4) *Effective date of exceptions or adjustments.* (i) An applicant under paragraph (d) (1) (i) above may, unless the Office of Price Administration or a duly authorized representative thereof shall by letter-order mailed to the applicant within 10 days from the filing of such application disapprove, adjust, amend or extend the time within which to do any of the foregoing, consider his application approved, subject to non-retroactive written disapproval or adjustment at any later time by the Office of Price Administration.

(ii) An applicant under paragraph (d) (1) (ii) above may, unless the Office of Price Administration or a duly authorized representative thereof shall by letter-order mailed to the applicant not later than February 15, 1945, disapprove, adjust, amend or extend the time within which to do any of the foregoing, consider his application approved, subject to non-retroactive written disapproval or adjustment at any later time by the Office of Price Administration.

This amendment shall become effective January 18, 1945.

NOTE: All record-keeping and reporting requirements of this amendment have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Issued this 13th day of January 1945.

CHESTER BOWLES,
Administrator

[F. R. Doc. 45-886; Filed, Jan. 13, 1945; 11:49 a. m.]

PART 1362—CERAMIC PRODUCTS, STRUCTURAL CLAY PRODUCTS AND OTHER MASONRY MATERIALS

[RMPR 206,[1] Amdt. 10]

VITRIFIED CLAY SEWER PIPE AND ALLIED 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 Maximum Price Regulation 206 is amended to add Article XIII, incorporating section 13.1, to read as set forth below:

Article XIII—MAXIMUM PRICES FOR ROUND FLUE PIPE, ROUND FLUE FITTINGS, OVAL FLUE PIPE, AND OVAL FLUE FITTINGS MANUFACTURED BY BERGSTROM AND FRENCH COMPANY, LOS ANGELES, CALIFORNIA

SEC. 13.1. *Maximum prices for sales by Bergstrom and French Company, Los Angeles, California.* The maximum f. o. b. factory prices for carload or less-than-carload shipments of round flue pipe, round flue fittings, oval flue pipe, and oval flue fittings manufactured by Bergstrom and French Company, Los Angeles, California, shall be set forth in Chart I:

CHART I

BERGSTROM AND FRENCH CO., LOS ANGELES, CALIF.

Diameter	Round flue pipe	Round flue fittings	Oval flue pipe	Oval flue fittings
	Per foot	*Each*	*Per foot*	*Each*
3"	$0.112	$0.44	...	
4"	.12	.48	$0.170	$0.72
5"	.20	.624	.20	1.00
6"	.24	.768	.....	.....
7"	.36	1.05	.....	.....
8"	.44	1.44	.....	.....
10"	.75	3.60	.....	.....
12"	.90	4.80	.....	.....

This Amendment No. 10 shall become effective January 18, 1945.

Issued this 13th day of January 1945.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 45-864; Filed, Jan. 13, 1945; 11:48 a. m.]

PART 1363—FEEDINGSTUFFS

[RPS 73,[1] Amdt. 7]

FISH MEAL AND FISH SCRAPS

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 73 is amended in the following respects:

1. Section 1363.12 (a) (3) is hereby deleted.

2. Section 1363.12 (a) (4) is amended to read as follows:

(4) *Maximum prices for sales of fish meal and fish scrap sold in bulk.* To determine the maximum price per ton for fish meal or fish scrap sold in bulk, deduct $3.00 per ton from the maximum price of fish meal or fish scrap in new burlap bags.

3. Section 1363.12 (a) (5) is amended to read as follows:

(5) *Maximum prices for sales of fish meal and fish scrap in bags or containers other than new burlap bags.* To determine the maximum price for fish meal or fish scrap in bags or containers other than new burlap bags, add the cost of the bags at their replacement value at the time of sale, not exceeding the maximum price thereof, to the maximum price for fish meal or fish scrap when sold in bulk.

4. Section 1363.12 (i) is added to read as follows:

(i) *Maximum prices for sales at retail.* The maximum price for sales of fish meal at retail is the maximum price the retail seller could lawfully have paid to the person from whom he purchased the fish meal delivered to the receiving point of the seller, plus $7.00 per ton.

This amendment shall become effective January 18, 1945.

Issued this 13th day of January 1945.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 45-890; Filed, Jan. 13, 1945; 11:47 a. m.]

PART 1382—HARDWOOD LUMBER

[RMPR 97,[1] Amdt. 14]

SOUTHERN HARDWOOD 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 97 is amended in the following respects:

1. Section 1382.105, paragraph (b) is amended by the addition of two new subparagraphs (8) and (9) as follows:

(8) Selling graded hardwood lumber at an average price.

(9) Selling hardwood lumber priced on an ungraded basis, or priced on grade solely on the basis of buyer's inspection as delivered, except as provided in § 1382.113.

2. Section 1382.105, paragraph (e) is hereby amended to read as follows:

(e) *Combination grades.* Graded hardwood lumber sold on combination (special inspection) grades for which no maximum prices have been established in this regulation, such as No. 1 Common and Better, Log Run (full run of the logs, excluding all grades below No. 2 Common) and Mill Run (full run of the logs, No. 3 Common and Better) may not be sold at above the maximum price for the lowest grade included in the combination grade. For example, the maximum price for Log Run (No. 2 Common and Better) is that established for No. 2 Common for the species sold.

Of course, the different grades included can be quoted and invoiced separately on the individual footage and price for those grades.

3. A new § 1382.113 is hereby added to read as follows:

§ 1382.113 *Appendix B: Maximum prices for hardwood lumber sold by "small mills."* A "small mill" for the purpose of this section means only a mill in the Southern hardwood lumber region which produced, during no consecutive

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

[1] 8 F.R. 14281, 16995; 9 F.R. 4349, 7339, 8146, 9885, 11170, 13524, 13584, 13589.

[1] 7 F.R. 2475, 2637, 8591, 8948; 8 F.R. 677, 9286, 14079, 15257; 9 F.R. 5312.

[1] 9 F.R. 5223.

twelve-month period since October 1941, more than one and a half million feet of hardwood lumber or more than four million feet of softwood and hardwood lumber combined.

(a) *Ungraded hardwood lumber—Maximum prices.* The maximum prices for 1,000 feet board measure for the full product of the logs of ungraded Southern hardwood lumber of any species or combination of species in green or dry condition are as follows:

Lumber cut to dry to:	
Thicknesses of 1" 1½" and 1¼"	$32.00
Thickness of 2"	29.00
Thicknesses over 2"	28.00

(b) *Graded hardwood lumber—Maximum prices.* Only a "small mill" which has registered as such with OPA as required by paragraph (f) below, which does not grade its own hardwood lumber, and which does not sell ungraded hardwood lumber under (a) above, may sell hardwood lumber on grade subject to the maximum prices for the species, grades, and thicknesses established in this regulation under the following conditions:

(1) *N. H. L. A. inspection.* A "small mill" may sell hardwood lumber at the graded hardwood lumber prices established in this regulation for the grades determined by National Hardwood Lumber Association inspection at the point of origin only, with the cost of inspection borne by the seller.

(2) *Buyer's inspection* — (i) *Eligible buyers.* A "small mill" may sell hardwood lumber on buyer's inspection at graded hardwood lumber prices to a buyer authorized under the provisions of sub-paragraph (d) of this section by the Office of Price Administration, Washington, D. C., to buy on his own inspection.

(ii) *Maximum prices.* The maximum prices for this type of sale shall be the applicable maximum prices established in this regulation for the particular species, grades and thicknesses of hardwood lumber, less 5%. Buyer's inspection on truck shipments may be made at either the point of origin or at destination. Buyer's inspection on rail shipments must be made at the point of origin only.

(3) *Residue sales.* A small mill which sells hardwood lumber on grade on National Hardwood Lumber Association or authorized buyer's inspection may sell any of its hardwood lumber ungraded at not more than $20 per 1,000 feet board measure.

(c) *Buyer's application.* In order to obtain authorization to buy hardwood lumber on grade by his own inspection, a buyer must apply to the Lumber Branch, Office of Price Administration, Washington 25, D. C., and submit the following information:

(1) Whether it was his continuous procedure before October 15, 1941 to buy hardwood lumber principally on separate species, grades and thicknesses as determined by his own inspection according to the effective rules issued by the National Hardwood Lumber Association and at a separate price for each item. If so, copies of settlement sheets and bills showing payment on this basis are to be submitted.

(2) Whether the efficiency, facilities and practices of his inspection procedure have been maintained.

(3) Names of inspectors, and for each inspector his period of employment by the buyer and his previous experience and employment in grading hardwood lumber.

(d) *Buyer's authorization.* Permission to purchase graded hardwood lumber on buyer's inspection, and on authorization number, will given by the Administrator, or person delegated by him, if, in his judgment, the buyer is qualified to purchase on his own grading. The authorization will be denied or withdrawn if it is found that any material statements in the application were false or do not apply due to a change in circumstances, or that the hardwood lumber has been graded inaccurately by the buyer to such an extent as to show either intentional false grading, incompetence or negligence in grading. Where buyer's grading indicates abnormally high grade realization, the buyer's authorization may, in the absence of adequate explanation, be revoked. The buyer shall be held fully responsible for the grading. In addition to withdrawal of permission, the buyer, of course, is subject to the usual penalties imposed by law for any violation of this regulation.

After authorization is granted, the buyer must notify the Lumber Branch of the Office of Price Administration, Washington 25, D. C., of any changes in his position affecting his ability to inspect and grade hardwood lumber.

(e) *Records.* (1) The buyer shall furnish the seller, and both the seller and the buyer shall maintain, adequate records of each sale or purchase of hardwood lumber on buyer's inspection for a period of at least two years or for the duration of the Emergency Price Control Act of 1942, as amended, whichever is the shorter. These records must show the buyer's authorization number, the name of the seller and of the buyer, the date of sale, the footage of each species, grade and thickness of hardwood lumber, the moisture condition (whether green, air-dried or kiln-dried) and the itemized prices received and paid therefor.

(2) The buyer shall submit quarterly to the Lumber Branch, Washington 25, D. C., a statement of the volume of his purchases of hardwood lumber on his own inspection broken down to show the total for each species by grades and thicknesses.

(f) *Registration of sellers.* Within 30 days from the effective date of this amendment, every mill which does not sell its hardwood lumber on grade on its own inspection, must file a statement with the Lumber Branch of the Office of Price Administration, Washington 25, D. C., indicating which type of sales it will make under this § 1332.113. Any change in selling method thereafter made must be approved in writing by the Administrator upon application for approval of such change made to the Lumber Branch of the Office of Price Administration, Washington 25, D. C.

(g) *Prohibited practices.* To prevent evasion of this section the following practices are prohibited unless changes in selling methods have been approved by the Administrator under paragraph (f) above:

(1) Sales of hardwood lumber on grade, by a "small mill" that has been selling ungraded lumber.

(2) Sales of ungraded hardwood lumber, or graded hardwood lumber on buyer's inspection, by seller's previously selling on their own inspection.

(3) Sales of ungraded hardwood lumber or graded hardwood lumber on his own inspection by a seller who has been selling graded hardwood lumber on buyer's inspection or on NHLA inspection at the point of origin.

(4) Sales of hardwood lumber priced on grade by inspection of an unauthorized buyer.

(5) Sales of ungraded lumber under paragraph (a) which is not substantially the run of the log in the thickness sold.

The maximum price for lumber sold in any such manner shall be $20 per 1,000 feet board measure. The establishment of a maximum price of $20 per 1,000 feet board measure for such lumber does not mean that these sales are permitted, but is established solely for the purpose of providing a fair and equitable basis for determining the amount of overcharges in the event that such sales take place.

However, anything contained herein to the contrary notwithstanding, any mill may sell the products covered by Third Revised Maximum Price Regulation 216—Eastern Railroad Ties, or by Maximum Price Regulation 558—Eastern Wooden Mine Material and Industrial Blocking, or any superseding regulations at the applicable prices under such regulations.

(h) *Delivery.* All maximum prices of hardwood lumber in this section include loading on rail cars within 30 miles or delivery for 30 miles or less. Where delivery or car loading is over 30 miles, a charge of 10 cents per 1,000 feet board measure for each mile over 30 and up to 100 miles may be made, with no addition for the return trip. For example, if delivery is made for 50 miles, a delivery charge of $20 per 1,000 feet board measure may be added. If delivery is over 100 miles, the charge to be added may be only the carload rail freight for the whole distance from the nearest rail loading-out point to destination.

If the seller does not load the lumber on rail cars or provide delivery within 30 miles, or if it is necessary for the buyer to incur any delivery or loading expense within the 30 miles (except rail freight) the prices for hardwood lumber must be reduced by $2.50 per 1,000 feet board measure.

(i) *Intermediate sellers.* Any person who acts as a selling agent for "small mills" and does not take title to the lumber, stands in the same position as the mills whose lumber he sells.

(j) *Sales to United States Government or any of its agencies.* The United States Government or any of its agencies may purchase hardwood lumber on buyer's inspection without authorization from the Office of Price Administration.

This amendment shall become effective January 18, 1945.

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 13th day of January 1945.

CHESTER BOWLES,
Administrator

[F. R. Doc. 45-883; Filed, Jan. 13, 1945; 11:48 a. m.]

PART 1399—CONSTRUCTION, OIL FIELD, MINING, AND RELATED MACHINERY

[MPR 134[1] Incl. Amdts. 1-17]

CONSTRUCTION AND ROAD MAINTENANCE EQUIPMENT RENTAL PRICES AND CHARGES FOR OPERATING AND MAINTENANCE OR REPAIR AND REBUILDING SERVICES

This compilation of Maximum Price Regulation 134 includes Amendment 17, effective February 1, 1945. Sections 1399.1 through 1399.16 are redesignated as sections 1 through 16, inclusive. The text added or amended and redesignations are indicated by notes and underscorings.

In the judgment of the Price Administrator the rental prices for construction and road maintenance equipment have risen and are threatening further to rise to an extent and in a manner inconsistent with the purposes of the Emergency Price Control Act of 1942. The Price Administrator has further ascertained and given due consideration to the rental prices of construction and road maintenance equipment prevailing between October 1 and October 15, 1941, and has made adjustments for such relevant factors as he has determined and deemed to be of general applicability. So far as practicable, the Price Administrator has advised and consulted with representative members of the industry which will be affected by this Regulation.

In the judgment of the Price Administrator the maximum rental prices established by this Regulation are and will be generally fair and equitable and will effectuate the purposes of said Act. A statement of the considerations[2] involved in the issuance of this Regulation has been issued simultaneously herewith and has been filed with the Division of the Federal Register.

Therefore, under the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, and in accordance with Procedural Regulation No. 1,[3] issued by the Office of Price Administration, Maximum Price Regulation No. 134 is hereby issued.

Sec.
1. Prohibition against furnishing equipment, or supplying services, at prices in excess of maximum prices.
2. Maximum rental prices.
3. Rate bases: Most favorable to apply.
4. Minimum rental period.
5. Maximum charges for operating and maintenance and repair and rebuilding services.
6. Contracts on a "fully operated" or similar basis.
7. Less than maximum prices.
8. Evasion.
9. Records and reports.
10. Petitions for amendment.
11. Enforcement.
11a. Licensing.
12. Definitions.
13. Effective date.
13a. Effective dates of amendments.
14. Rental rates—General provisions.
15. Appendix A. Table of rates for construction and road maintenance equipment.
16. Appendix B: Table of rates for dump trucks and truck and trailer mounted equipment.
17. Appendix C: Form for applications for adjustment.

AUTHORITY: § 1399.1 issued under 56 Stat. 23, 765; 57 Stat. 566; Pub. Law 333, 78th Cong.; E.O. 9250, 7 F.R. 7871; E.O. 9323, 8 F.R. 4681.

[Except as otherwise noted, the title and sections 1 to 16, inclusive, appear as amended and section 16 as added, by Amendment 9, effective 7-1-43.]

SECTION 1. *Prohibition against furnishing equipment, or supplying services, at prices in excess of maximum prices.* On or after July 1, 1943, regardless of any contract, lease or agreement: (a) No person shall lease, or furnish for use, and no person in the course of trade or business shall rent, or receive for use, any construction or road maintenance equipment on a bare basis, or make or receive payment for any such equipment, at a price in excess of the maximum rental price established by this regulation for such equipment.

[Above paragraph amended by Am. 11, 8 F.R. 12544, effective 9-16-43]

(b) No person shall supply, and no person in the course of trade or business shall accept, any operating and maintenance or repair and rebuilding service, or make or receive payment for any such service, at a price in excess of the maximum charge established by, or under, this regulation for such service.

(c) No person shall lease, or furnish for use, and no person in the course of trade or business shall rent, or receive for use, any construction or road maintenance equipment on a fully or partially operated basis, or make or receive payment for any such equipment, at a price in excess of the sum of the maximum rental price for such equipment established by this regulation and the maximum charge for any operating and maintenance service supplied in connection with such equipment, established by, or under, this regulation.

(d) No person shall agree, offer, solicit, or attempt to do any of the acts prohibited in paragraphs (a), (b), and (c) of this section.

(e) The provisions of paragraphs (a) and (c) of this section, as to receiving for use any construction or road maintenance equipment on a bare, or fully or partially operated basis, or making payment therefor, and the provisions of paragraph (b) as to accepting any operating and maintenance, or repair and rebuilding service, or making payment therefore, shall not be construed to apply to (1) any war procurement agency of the United States or any contracting or paying officer thereof, or (2) the government of any country the defense of which the President of the United States 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 to any agency of any such government. Any such war procurement agency or any contracting or paying finance officer thereof and any such government, or any agency thereof shall be relieved of any and every liability, civil or criminal, imposed by this Regulation, or by the Emergency Price Control Act of 1942, as amended.

(f) The parties to any agreement for the use of construction or road maintenance equipment which is covered by paragraph (a) or (c) of this section, shall not, in settling between themselves any claim for loss of, or damage to, such equipment, or any part thereof, pay or receive an amount in excess of the applicable maximum price established by Maximum Price Regulation No. 136,[4] as amended, for the sale of such equipment or part, as of the time of such damage. This prohibition shall not apply to the settlement of claims between such parties for reimbursement other than for the value of such equipment or part. Also, this prohibition shall not apply to settlement of any claims, of whatsoever nature, between any of such parties and an insurance company.

[Paragraph (f) added by Am. 12, 8 F.R. 13127, effective 9-30-43]

SEC. 2. *Maximum rental prices*—(a) *Daily rental rates.* For any construction or road maintenance equipment:

(1) Which is not in actual use for more than 8 hours during one daily period, the maximum rental price shall be the rental price calculated upon the basis of the applicable rate "per day" in the Table of Rates set forth in Appendices A, B (b) or B (c) unless otherwise specifically provided therein.

(2) Which is in actual use for more than 8 hours during one daily period, the maximum additional rental price for each additional hour, or part of an hour, of such actual use shall be the rental price calculated upon the basis of 1/16 of such applicable rate "per day"

(b) *Weekly rental rates.* For any construction or road maintenance equipment:

(1) Which is not in actual use for more than 48 hours during one weekly period, the maximum rental price shall be the rental price calculated upon the basis of the applicable rate "per week" in the Table of Rates set forth in Appendices A, B (b) or B (c) unless otherwise specifically provided therein.

(2) Which is in actual use for more than 48 hours during one weekly period, the maximum additional rental price for each additional hour, or part of an hour, of such actual use shall be the

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[1] 8 F.R. 9140.

[2] Statements of considerations also are issued simultaneously with the issuance of amendments. Copies may be obtained from the Office of Price Administration.

[3] Revised: 9 F.R. 10476, 13715.

[4] 9 F.R. 4743, 6429, 6229, 6334, 7079, 7168, 7015, 7854, 10589, 12034, 12268, 12538.

rental price calculated upon the basis of 1/90 of such applicable rate "per week."

(3) Which remains in the possession of the lessee for a part of a weekly period beyond one or more full weekly periods, the maximum rental price for such part of the weekly period shall be the rental price calculated upon the basis of the higher of the following: (i) 1/7 of the applicable rate "per week" for each daily period, or part thereof, of possession, or (ii) 1/48 of the applicable rate "per week" for each hour, or part thereof, of actual use. If such equipment is in actual use during such part of a weekly period for more than 48 hours, the maximum rental price shall be the rental price calculated in accordance with subparagraphs (1) and (2) of this paragraph.

(c) *Monthly rental rates.* For any construction or road maintenance equipment:

(1) Which is not in actual use for more than 240 hours during one monthly period, the maximum rental price shall be the rental price calculated upon the basis of the applicable rate "per month" in the Table of Rates set forth in Appendices A, B (b) or B (c) unless otherwise specifically provided therein.

(2) Which is in actual use for more than 240 hours during one monthly period, the maximum additional rental price for each additional hour, or part of an hour, of such actual use shall be the rental price calculated upon the basis of 1/150 of such applicable rate "per month"

(3) Which remains in the possession of the lessee for a part of a monthly period beyond one or more full monthly periods, the maximum rental price for such part of the monthly period shall be the rental price calculated upon the basis of the higher of the following:

(i) 1/30 of the applicable rate "per month" for each daily period, or part thereof, of possession, or (ii) 1/240 of the applicable rate "per month" for each hour, or part thereof, of actual use. If such equipment is in actual use during such part of a monthly period for more than 240 hours, the maximum rental price shall be the rental price calculated in accordance with subparagraphs (1) and (2) of this paragraph;

(4) Which is to remain in the possession of the lessee for one or more full monthly periods, and for which the lessee desires to have the rental prorated for any part of a monthly period preceding the full monthly periods, the maximum rental price for an initial fractional part of a monthly period shall be the rental price calculated in accordance with subparagraph (3) of this paragraph.

SEC. 3. *Rate bases: Most favorable to apply.* (a) Except where otherwise specifically provided in sections 15 and 16, set forth as Appendices A and B of this regulation, irrespective of whether construction or road maintenance equipment is leased by the hour, day, week, month, or on any other basis, the maximum rental price of any such equipment shall be:

(1) Calculated on a daily rate basis in accordance with paragraph (a) of section 2 if equipment is in lessee's possession for not more than 4 consecutive daily periods; except that where the rental price so calculated exceeds the price calculated upon a weekly basis, the maximum price shall be the rental price determined upon a weekly rate basis in accordance with paragraph (b) of section 2;

(2) Calculated on a weekly rate basis in accordance with paragraph (b) of section 2 if the equipment is in lessee's possession for more than 4 consecutive daily periods but not more than 3 consecutive weekly periods; except that where the rental price so calculated exceeds the price calculated upon a monthly basis the maximum rental price shall be the rental price determined upon a monthly rate basis in accordance with paragraph (c) of section 2;

(3) Calculated on a monthly rate basis in accordance with paragraph (c) of section 2 if such equipment is in lessee's possession for more than 3 consecutive weekly periods.

(b) Paragraph (a) of this section shall apply even where the periods of rental are not consecutive, if the lessee in such case is willing to rent the equipment continuously and the interval between the termination of the initial period of rental and the commencement of the subsequent period of rental to the same lessee does not exceed 30 days. In such case, the maximum rental price shall be calculated as if the periods of rental were consecutive.

SEC. 4. *Minimum rental period.* Notwithstanding the provisions of sections 1 and 2, a lessor who, on April 15, 1942, observed an established practice of requiring a minimum period of rental for any construction or road maintenance equipment may continue the same practice for such equipment: *Provided,* That such lessor shall, on or before August 1, 1943, unless he has already done so, file a report with the Office of Price Administration, Washington, D. C., explicitly setting forth the nature of such practice, the construction or road maintenance equipment to which such practice applies, and copies of leases, invoices, or published rental lists and other relevant proof showing that such practice was in effect on April 15, 1942.

SEC. 5. *Maximum charges for operating and maintenance and repair and rebuilding services*—(a) *General provisions.* On or after July 1, 1943, no person shall make, or receive, payment for any operating and maintenance, or repair and rebuilding, service unless the supplier thereof has established a maximum charge therefor by filing a report of his proposed charge with the Office of Price Administration, Washington, D. C., and, where necessary, by having a charge approved or not disapproved by the Office of Price Administration as provided by this regulation; or unless a maximum charge for such service has been established by a general order of the Office of Price Administration; except that any supplier of such service who was not in business within a period of 90 days before July 1, 1943, shall have 90 days from the date on which he began business to establish a maximum charge for any such service supplied by him, in accordance with the requirements of this regulation.

(b) *Maximum charges for operating and maintenance services.* (1) For any operating and maintenance service for which the lessor has heretofore established a general maximum charge with the Office of Price Administration, Washington, D. C., the maximum price for such service shall be the charge which is filed with, and approved, or not disapproved, by the Office of Price Administration.

(2) For any operating or maintenance service for which the lessor has not heretofore established a maximum charge with the Office of Price Administration, the maximum charge shall be a charge proposed by the lessor and reported to and approved by the Administrator of the Office of Price Administration, Washington, D. C. The lessor shall propose a charge in line with those charged by similar service suppliers in the area where the lessor has his base of operation. The report of the proposed charge shall be accompanied by a description of the type of work in connection with which the services are to be rendered and the types of equipment to which they are to apply (stating for each item of equipment the manufacturer's name, model number and capacity rating, and type of motive power) The proposed charge shall be considered as approved if the Administrator does not disapprove it in writing within thirty days after the required report (or all additional information that may be requested) has been received by the Office of Price Administration in Washington, D. C.

[Subparagraph (2) amended by Am. 11, 8 F.R. 12544, effective 9-16-43; Am. 15, 9 F.R. 4390, effective 4-29-44; and Am. 17, effective 2-1-45]

(3) The Office of Price Administration, Washington, D. C., may at any time by order, establish specific maximum charges for operating and maintenance services, in line with the general level of charges established under this regulation, applicable to any type of work and to any group of lessors, or all lessors, for (i) a designated geographical area, or (ii) specified construction or road maintenance equipment. Any such specific maximum charges established by the Office of Price Administration shall supersede individual maximum charges established by all lessors affected by the general action.

[Subparagraphs (3) and (4) revoked; subparagraph (5) redesignated (3) by Am. 17, effective 2-1-45]

(c) *Maximum charges for repair or rebuilding services.* (1) For any repair and rebuilding service for which the supplier has heretofore established, a general maximum charge with the Office of Price Administration, Washington, D. C., the maximum price for such service shall be the charge which is filed with, and approved, or not disapproved, by the Office of Price Administration.

(2) For any repair and rebuilding services for which the supplier has not established a maximum charge with the Office of Price Administration, the maximum charge shall be a charge proposed by the supplier and reported to and approved by the Administrator of the Office of Price Administration, Washington, D. C. The supplier shall propose a charge resulting in prices in line with those charged by similar service suppliers in the area where the supplier has his place of business. The report of the proposed charge shall be accompanied by a description of the services to be supplied and the equipment used in connection therewith. The proposed charge shall be considered as approved if the Administrator does not disapprove it in writing within thirty days after the required report (or all additional information that may be requested) has been received by the Office of Price Administration in Washington, D. C.

[Subparagraph (2) amended; subparagraph (3) revoked; and subparagraph (4) redesignated (3) by Am. 17, effective 2-1-45]

(3) No person may establish a maximum charge for repairs of equipment only which is to be calculated according to the operating hours of the equipment.

(d) *Maximum flat charges for groups of repair and rebuilding services.* (1) If any supplier desires, or is required by an agency of the United States, to establish a flat hourly charge for any group of repair and rebuilding services, the maximum charge for each service in such group, shall be a charge: (i) which has been calculated so as to accomplish no increases in the supplier's gross income from the sale of all services in such group and which has been (ii) reported by the supplier to, and approved, or not disapproved by, the Office of Price Administration, Washington, D. C., pursuant to subparagraph (2) hereof.

(2) The report required by subparagraph (1) shall contain a clear description of each of the services for which a flat charge is requested, the proposed flat charge, the charge for each of the services in the group in effect on March 31, 1942, or subsequently established with the Office of Price Administration, data showing that use of the flat rate will not increase the supplier's gross income from the sale of all services to which it will be applied, evidence substantiating such data, and a statement of the proportion of the supplier's total business represented by each service in such group. After filing the report, the supplier may quote, contract, or perform any of the services in the designated groups at the proposed flat charge, but no payment shall be made or received for such services except in accordance with the final action or acquiescense of the Office of Price Administration in respect to such report. The Office of Price Administration may disapprove the proposed charge in writing within 30 days after receiving such report. Upon such disapproval the supplier shall, unless he wishes to accept a charge suggested by the Office of Price Administration, recompute the charge as required by subparagraph (1) and any suggestion accompanying the disapproval and report the same as in the first instance. Any recomputed charge reported by a supplier shall be subject to the same action by the Office of Price Administration as a charge initially reported. Upon disapproval of a proposed charge, the supplier shall not quote, contract, or perform, or receive payment for, services at a charge in excess of any charge that may be suggested by the Office of Price Administration. As to any report required hereby, the Office of Price Administration may require such additional explanation or evidence as it finds necessary to dispose of such report. At any time after approving, or failing to disapprove, a flat charge for a group of services, the Office of Price Administration may require the supplier to submit evidence showing that his gross income has not been increased by use of the flat charge and, if the evidence indicates there has been such increase, the Office of Price Administration may require revision of the flat charge.

[Subparagraph (2) amended by Am. 11, 8 F.R. 12544, effective 9-10-43]

(e) *Adjustment of established service charges.* The maximum charges of a supplier of operating and maintenance, or repair and rebuilding, services established under this section may be adjusted in the case of an essential supplier of an essential service. An "essential supplier" is one whose supply of services cannot be reasonably expected to be replaced at prices lower than the proposed adjusted maximum charge. In addition, any person who has entered into, or proposes to enter into, a war contract (as defined in subparagraph (4)) or a subcontract thereunder, of his supply of services is an essential supplier of an essential service with respect thereto.

(1) *When adjustment may be granted.* (i) *In general.* The Office of Price Administration, any regional office, or such other offices as may be authorized by order issued by the appropriate regional office, may adjust the maximum price in the case of an essential supplier of an essential service upon the base of information submitted by the supplier or of other information. It may make that adjustment whenever it finds that the maximum price of a service is at such a level that (taking into account the cost thereof, the profits position of the supplier and the nature of his business) supply of the service is impeded or threatened and that the adjustment would not cause an increase in the cost of living.

(ii) *Factors which may be considered.* (*a*) The following factors are relevant to the consideration of whether supply of the service is impeded or threatened:

(*1*) Whether, and by what amount, the maximum charge is below or above the total unit costs less selling and administrative expenses properly allocable to the internal management of the business.

(*2*) Whether, and by what amount, the maximum charge is above total unit costs.

(*3*) Whether, and by what amount, the supplier's current over-all profits before income and excess profits taxes are greater or less than his average over-all profits during the normal base period, increased by 7% of the additional capital investment contributed entirely by the supplier, or its stockholders, since the normal base period.

(*4*) Whether the proposed price is higher than the price prevailing in the industry.

(*5*) Whether the supplier's sales of the service represent only a very small part of his total sales.

(*6*) Whether the supplier previously supplied the service at a price which was below its total unit costs.

(*b*) The following factors are relevant to the consideration of whether the adjustment would cause an increase in the cost of living:

(*1*) Whether the service or a commodity in the production of which it is used is of a type sold to civilian consumers other than industrial consumers.

(*2*) If such is the case, whether the increase in price allowed by the adjustment would be absorbed prior to sale to a non-industrial consumer.

(*3*) Whether, if the applicant did not supply the service, his supply would be replaced by the same service only at prices equal to or higher than the proposed adjusted maximum price.

(2) *Procedure.* The application for adjustment must be filed in duplicate in accordance with Revised Procedural Regulation No. 1, and must be made on a copy of form OPA 694:178b, set out in Appendix C. If the applicant's sales of services during the previous year were less than $75,000 his application must be filed with the district office of the Office of Price Administration for the district in which the applicant has his principal place of business. Otherwise, such application must be filed with the Office of Price Administration, Washington 25, D. C. Supplementary Order 23 sets forth additional rules which must be followed when the application is based on a pending wage or salary increase requiring approval of the National War Labor Board.

(3) *Price for deliveries pending disposition of the application.* After an application has been filed under this section, the applicant may contract or agree that deliveries made during the pendency of the application shall be at the charge requested in such application. How-

ever, the applicant may not receive payment in excess of his established maximum charge until the application is finally disposed of, and at that time the price received may not exceed the maximum charge as determined by the Office of Price Administration.

If the applicant wishes to enter into such an arrangement, he must state the following to the buyer:

(i) The maximum charge for the service;

(ii) The fact that an appropriate application for adjustment of that maximum charge has been filed with the Office of Price Administration; and

(iii) The fact that the specific charge quoted by the applicant is subject to approval by the Office of Price Administration.

(4) *Definitions*—(i) *Normal base period.* The term "normal base period" means the period 1936–1939. If the supplier shall demonstrate to the satisfaction of the Office of Price Administration either (*a*) that his entire industry was operating during the greater part of such period at an unusually depressed level or (*b*) that because of unusual conditions prevailing during that period he was operating during that period at an unusually depressed level in comparison to other suppliers of similar services and in addition that some other period prior to January 1, 1941, represents a proper "normal base period" such other period may be considered. The mere fact that the rate of supply has increased since 1936–1939 will not be deemed evidence that the supplier was operating at an "unusually depressed level" during that period. If he was not in business prior to January 1, 1941, he shall state that fact in his application.

(ii) *Overall profits.* The term "overall profits" means net profit resulting from the operation of all divisions of the supplier's business, before the creation of any reserves, except ordinary reserves for depreciation and bad debts, and before income and excess profit taxes. In the case of a subsidiary wholly owned by a parent corporation, the term "overall profits" means the consolidated net profit before the creation of any reserves, except ordinary reserves for depreciation and bad debts, and before income and excess profit taxes.

(iii) *Subcontract.* The term "subcontract" means any purchase, order or agreement to perform all or any part of the work required for the performance of another contract or subcontract.

(iv) *Total unit costs.* The term "total unit costs" means the direct unit cost of labor, materials, and subcontracted services, plus a proportion of factory overhead, administrative and other expenses, based on actual operating experience, properly allocable to the supply of the service, but does not include provisions for income or excess profits taxes. In evaluating total unit costs, the Office of Price Administration will determine whether the allocation of factory overhead, administrative and other expenses is based on a representative period of continuous, normal production.

(v) *War contract.* The term "war contract" means any contract with the United States, or any agency thereof, or with the government (or any agency thereof) of any country whose defense the President deems vital to the defense of the United States for the supply of operating and maintenance, and repair and rebuilding, services required (*a*) for the ultimate use of the armed forces of the United States or for lend-lease purposes, or (*b*) by any government (or agency thereof) of any country whose defense the President deems vital to the defense of the United States.

[Paragraph (e) amended by Am. 17, effective 2-1-45]

(f) *Adjustable pricing.* Any person may agree to supply operating and maintenance, or repair and rebuilding, services, or to furnish construction equipment on a fully operated basis where a combination rate has been approved therefor in accordance with section 6, or to furnish dump trucks on a fully operated basis in accordance with section 16 (a) at a price which can be increased up to the maximum price in effect at the time such services are supplied or such equipment is furnished; but no person may, except in accordance with section 5 (e) in the case of application for adjustment, and unless authorized by the Office of Price Administration in the case of a petition for amendment, or a petition for an order pursuant to sections 5 (b) (5) or 16 (a) (9), supply such services or furnish such equipment at prices to be adjusted upward in accordance with action taken by the Office of Price Administration after such services have been supplied or such equipment has been furnished. Such authorization in the case of a petition for amendment or for such order as aforesaid may be given when a request for a change in the applicable maximum price, or the method of charging the same is pending, but only if the authorization is necessary to promote distribution or production and it will not interfere with the purposes of the Emergency Price Control Act of 1942, as amended. The authorization may be given by the Administrator or by any official of the Office of Price Administration to whom the authority to grant such authorization has been delegated. The authorization will be given by order.

[Paragraph (f) added by Am. 12, 8 F.R. 13127, effective 9-30-43]

SEC. 6. *Contracts on a "fully operated" or similar basis.* If any construction or road maintenance equipment is leased on a "fully-operated" or similar basis, whereby the consideration to be paid represents payment both for the rental of such equipment and any operating and maintenance service, or services, the consideration paid shall not exceed the aggregate of the maximum rental price provided by this regulation for such equipment and the maximum charge established with, or by, the Office of Price Administration, Washington, D. C., for such service, or services, and the lessor shall separately itemize on his invoices his charges for rental and his charges for services. This section shall apply in every instance, irrespective of whether or not lessors used "fully operated" or similar lump sum contracts on March 31, 1942, except where the Office of Price Administration, Washington, D. C., specifically approves in writing a combination charge for rental and services and relieves the lessor of the necessity of stating separately his charges for each.

SEC. 7. *Less than maximum prices.* Lower rental prices and lower charges for operating or maintenance services than those set forth in this Maximum Price Regulation No. 134, may be charged, demanded, paid, or offered.

SEC. 8. *Evasion.* It shall be a violation of this Maximum Price Regulation No. 134, to effect a price increase above the applicable maximum rental price or maximum service charge by making a charge for transportation of construction or road maintenance equipment to or from the job on a basis not heretofore customarily used, by hereafter establishing or extending a minimum rental period for any construction or road maintenance equipment, by changing an adjunct or an accessory tool of any construction or road maintenance equipment to obtain a capacity higher than the manufacturer's rated capacity for such equipment, or by way of commission, service, or other charge or requirement, or by way of premium or other privilege, or in any other manner. It shall also be a violation of this Maximum Price Regulation No. 134 for any lessee of construction or road maintenance equipment to pay to any person, or for any lessor of such equipment to receive, any fees, commissions, or other compensation, whether for broker's services or otherwise, which, when added to the price paid for rental of such equipment or the rendering of operating or maintenance services in connection therewith, would result in a total sum exceeding the maximum price established by this regulation for such rental or services.

[Last sentence added by Am. 8, 8 F.R. 5931, effective 5-11-43]

SEC. 9. *Records and reports*—(a) *Records.* Persons subject to this Maximum Price Regulation No. 134, shall keep available for inspection by representatives of the Office of Price Administration for a period of two years records of the following:

(1) *By the lessor of construction or road maintenance equipment.* Records of each lease or agreement subject

hereto showing the name and address of the lessee, the items of equipment leased, the date of the lease, the actual period of lease, the total rental price paid, the method by which it was calculated, the construction project or locality for which the equipment was leased, and any payments to the lessor, in connection with such equipment, in addition to the rental price.

(2) *By the supplier of operating and maintenance or repair and rebuilding services.* Records of all such services performed after the effective date of this Maximum Price Regulation No. 134, showing the name of the person for whom such services were performed, the date of the transaction, identification of the services providing a reference to a price list or to production records, and the net charge therefor, and, in addition, records showing as precisely as possible the basis upon which maximum charges for operating and maintenance or repair and rebuilding services are determined.

(b) *Additional or substituted records and reports.* Every person subject to this Maximum Price Regulation No. 134, shall keep such other records and submit such other reports, including periodic financial statements, as the Office of Price Administration may from time to time require in writing, either in addition to or in substitution for records and reports herein required.

SEC. 10. *Petitions for amendment*—(a) *Amendments.* Any person seeking an amendment of any provision of this Maximum Price Regulation No. 134 may file a petition for amendment in accordance with the provisions of Revised Procedural Regulation No. 1.

[Paragraph (a) amended by Supplementary Order 26, 7 F.R. 8948]

(b) *Special amendments*—(1) *Counties of the State of Michigan.* Notwithstanding the provisions of section 2, the maximum rental price for any construction or road maintenance equipment leased or furnished to the State of Michigan by the Board of County Road Commissioners of any County of the State of Michigan shall be the rental price agreed upon between the State of Michigan and its Counties on July 21, 1942, as set forth in the rate sheets filed with the Office of Price Administration on August 17, 1942.

(2) [Amendment 4 afforded relief to the Sierra Tractor & Equipment Co., 7 F.R. 9054.]

(3) *U. S. Army Engineers, Alaska.* Notwithstanding any provisions of this Maximum Price Regulation No. 134 or of Maximum Price Regulation No. 194,[5] the maximum rental price per month for any construction or road maintenance equipment leased or furnished by any person to the United States Army Engineers for use in connection with the Alaska Western Railways Survey in the Territory of Alaska shall be the applicable monthly rate set forth in section 15, Appendix A, plus 100% of such rate, irrespective of the number of hours that such equipment may be used.

[5] 7 F.R. 5969, 6268, 6744, 8023, 8358, 8947, 9195, 10231, 10790, 11012; 8 F.R. 856, 8615; 9 F.R. 3711.

[Subparagraph (3) added by Am. 6, 8 F.R. 1975, effective 2-15-43]

(4) *Construction equipment used in Alaska.* Except as provided in section 10 (b) (3), and notwithstanding any contrary provision of this Maximum Price Regulation No. 134, or of Maximum Price Regulation No. 194, the maximum monthly rental rate for any construction or road maintenance machinery used in the Territory of Alaska shall be the applicable monthly rate set forth in section 15, Appendix A of Maximum Price Regulation No. 134, plus 25% of such rate.

[Subparagraph (4) added by Am. 7, 8 F.R. 3789, effective 3-31-43]

(5) Notwithstanding the provisions of section 5, the maximum flat charge for any repair and rebuilding service supplied by any person to the United States Army Engineers, South Atlantic Division, shall be the charge at which he has contracted to perform such service for the United States Army Engineers, or a charge, for each man hour of productive work supplied in performing such service, not exceeding $1.75 for straight time and $2.20 for overtime, whichever is higher.

[Subparagraph (5) added by Am. 10, 8 F.R. 10759, effective 8-6-43]

SEC. 11. *Enforcement.* (a) Persons violating any provisions of this Maximum Price Regulation No. 134, are subject to the criminal penalties, civil enforcement actions, and suits for treble damages provided for by the Emergency Price Control Act of 1942, as amended.

(b) Persons who have evidence of any violation of this Maximum Price Regulation No. 134, or any price schedule, regulation, or order issued by the Office of Price Administration or of any acts or practices which constitute such a violation are urged to communicate with the nearest District, State, or Regional Office of the Office of Price Administration or its principal Office in Washington, D. C.

SEC. 11a. *Licensing.* The provisions of Licensing Order No. 1,[6] licensing all persons who make sales under price control, are applicable to all sellers subject to this regulation or schedule. A seller's license may be suspended for violations of the license or of one or more applicable price schedules or regulations. A person whose license is suspended may not, during the period of suspension, make any sale for which his license has been suspended.

[Section 11a added by Supplementary Order 72, 8 F.R. 13214, effective 10-1-43]

SEC. 12. *Definitions.* (a) When used in this Maximum Price Regulation No. 134, the term:

(1) "Person" includes an individual, corporation, partnership, association, or any other organized group of persons, or legal successors or representatives of any of the foregoing, and includes the United States or any agency thereof, or any other government, or any of its political subdivisions, or any agency of any of the foregoing.

[6] 8 F.R. 13240.

(2) "Construction or road maintenance equipment" means any machinery or equipment specifically set forth in the Tables of Rates, incorporated herein as sections 15, 16.

(3) "Rental price" means the amount charged for the use or possession of any construction or road maintenance equipment.

(4) "War procurement agency" includes the War Department, the Department of the Navy, the United States Maritime Commission, the Lend-Lease Section of the Procurement Division of the Treasury Department and the following subsidiaries of the Reconstruction Finance Corporation: Rubber Reserve Company, Metals Reserve Company, Defense Plant Corporation, and Defense Supplies Corporation, or any agency of any of the foregoing.

(5) (i) "Operating and maintenance service" means the supplying by a lessor of construction or road maintenance equipment, in connection with the rental thereof, of any or all of the following services, or supplies, required in the operation of such equipment: Operator, mechanic, oiler, fuel, oil, lubrication, repairs (other than repairs due to normal wear and tear) and any other services incidental thereto.

(ii) "Repair and rebuilding service" means the supplying by any person of any service in connection with the repair, overhaul or rebuilding of construction and road maintenance equipment, independent of the rental of such equipment and irrespective of whether such service is supplied in the shop or on the job.

(6) "Daily period" means a period of 24 consecutive hours.

(7) "Weekly period" means a period of 7 consecutive daily periods.

(8) "Monthly period" means the period from any day in one month to the corresponding day in the succeeding month, if any, or if none, to the end of such succeeding month; except that for the purposes of section 3 the term "monthly period" means a period of 30 daily periods.

(9) (i) "Bare" basis refers to any lease, contract, or understanding (except such as is described in (iii) below) regardless of whether the same is denominated a rental agreement, or forms a part of another agreement, whereby one party undertakes to furnish another party with any construction or road maintenance equipment, without supplying any operating and maintenance services required in connection therewith, for any use and for any consideration, regardless of how such consideration is determined.

(ii) "Fully operated" basis refers to any lease, contract, or understanding (except such as is described in (iii) below) regardless of whether the same is denominated a rental agreement, or forms a part of another agreement, whereby one party undertakes to furnish for the use of, or use for, another party any construction or road maintenance equipment and to supply all operating and maintenance services required in connection therewith, for any purpose and for any consideration, regardless of how such consideration is determined.

"Partially operated" basis refers to the same sort of lease, contract or understanding as aforesaid, except that the part furnishing the equipment does not supply all, but only some, of the operating and maintenance services required in connection therewith.

(iii) Neither of the foregoing definitions embrace, nor does this regulation apply to, a situation wherein the party furnishing to or using for another party any construction or road maintenance equipment is, pursuant to the terms of a written or provable contract and according to the laws of the State where the work is to be performed, an independent contractor, liable to the other contracting party only for a particular result in respect to such work and is not subject to the control of such other party as to the means or methods by which such result is to be accomplished.

[Subparagraph (iii) amended by Am. 11, 8 F.R. 12544, effective 9-16-43]

(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 other terms used herein.

SEC. 13. *Effective date.* This Maximum Price Regulation No. 134, (§ 1399.1) shall become effective May 11, 1942.

[Maximum Price Regulation 134 originally issued April 28, 1942]

SEC. 13a. *Effective dates of amendments.* [Effective dates of amendments are shown in notes following parts affected.]

SEC. 14. *Rental rates; General provisions.* Rental rates as set forth in the following Tables of Rates (sections 15 and 16) are for "bare" equipment, unless otherwise specifically provided, and do not include charges for operator, mechanic, oiler, fuel, oil, lubricants, repairs or maintenance (except repairs or maintenance due to normal wear and tear) or any other charge which is properly a part of any "operating and maintenance service" as herein defined. The rental rates set forth in these Tables do include allowance for the cost of all repairs and overhaul required as a result of normal wear and tear of equipment. This means that: (a) When equipment is on bare rental and breaks down as a result of normal wear and tear, lessor cannot charge lessee with the cost of repairs, or any rental for time lost while repairs are being made. (b) Where equipment is on bare rental and breaks down as a result of any cause other than normal wear and tear, lessor can charge lessee with the cost of repairs and with rental for possession of equipment during time while repairs are being made. (c) However, where equipment is on bare rental, the lessee may at his own expense always make minor repairs, regardless of the cause of breakdown, where such repairs are necessary to keep the job going, but he may not charge the cost of such repairs to the lessor or deduct the time lost for making repairs from the rental period without the lessor's consent. (d) In any instance where there is a breakdown of equipment on "bare" rental, the cause of such breakdown is a question of fact that must be determined between the lessor and the lessee. (e) In any instance where there is a breakdown of equipment on "fully operated" rental, the lessor cannot charge the lessee with any rental, or for any "operating and maintenance service" for the time lost during the breakdown, or with the costs of any repairs occasioned thereby. (f) Notwithstanding any contrary provisions of this regulation, a bare rental contract between any war procurement agency, or any prime contractor in his operation under a fixed-fee contract with such agency, and any other person, may provide for the assumption by the lessee of the duty to make all repairs and replacements at his own cost and expense in the degree to which the lessee's use and possession of the equipment contribute to the necessity for such repairs and replacements, provided that the rental in such event shall not exceed 85% of the applicable maximum rental rate set forth in sections 15 or 16. By way of illustration but not limitation, such a lessee may be required to pay the entire cost of a repair or replacement necessitated by climatic conditions, fire, flood, tornado, etc., while the equipment is or was in his possession, and the normal wear and tear resulting from his use, and may be required to pay rental during the repair period. He may be required to pay a proportion of the cost of tractor tracks, for example, based upon his operating-hour use as compared with the normal operating-hour life of the tracks. However, he shall not be required to pay for repair or replacement due to preexisting or hidden defects, as for example, a break in the bull-gear of a power shovel where the fracture is clearly an old one attributable to a previous use, or to defective material, nor would he be required to pay rental during the repair period.

[Paragraph (f) added by Am. 13, 8 F.R. 16033, effective 11-30-43]

SEC. 15. *Appendix A. Table of rates for construction and road maintenance equipment.*

NOTE: Unless otherwise specified manufacturers' ratings shall be used to classify equipment listed in this Appendix for determining applicable rental rates.

AIR COMPRESSORS, PORTABLE

[Maximum rental prices calculated upon the basis of the following rates shall apply to the equipment with or without any one or more of the following: idler, unloader, automatic oiler, and starter]

Two-stage and single-stage, water-cooled or air-cooled

HIGH-PRESSURE, GASOLINE

Free air delivered at 100 pounds		Per month	Per week	Per day
From and not including (cubic feet)—	To and including (cubic feet)—			
----------	60	$90.00	$30.00	$7.50
60	65	100.00	33.00	8.25
65	85	115.00	38.00	9.50
85	105	140.00	47.00	11.75
105	160	185.00	62.00	15.50
160	210	260.00	87.00	21.75
210	315	360.00	120.00	30.00

AIR COMPRESSORS, PORTABLE—Con.

HIGH-PRESSURE, DIESEL

Free air delivered at 100 pounds		Per month	Per week	Per day
From and not including (cubic feet)—	To and including (cubic feet)—			
----------	105	$162.00	$54.00	$13.50
105	160	224.00	75.00	19.00
160	210	293.00	99.00	25.00
210	315	414.00	138.00	34.50
315	365	450.00	150.00	37.50
365	425	495.00	165.00	41.00
425	500	603.00	203.00	51.00
500	600	730.00	243.00	61.00

[Tables headed Air Compressors, Portable amended by Am. 11, 8 F.R. 12544, effective 9-16-43; and Am. 16, 9 F.R. 12636, effective 10-24-44]

AIR COMPRESSORS, STATIONARY

[Maximum rental prices calculated upon the basis of the following rates shall apply to the equipment with or without any one or more of the following: idler, unloader, automatic oiler, and starter]

HIGH PRESSURE, WITH ELECTRIC MOTOR AND BELT OR COUPLING

Piston displacement—		Per month	Per week	Per day
From and not including (cubic feet)—	To and including (cubic feet)—			
----------	46	$40.00	$15.00	$3.50
46	55	50.00	17.00	4.50
55	72	60.00	20.00	5.00
72	95	80.00	27.00	7.00
95	125	92.00	31.00	7.75
125	160	125.00	42.00	10.50
160	215	155.00	52.00	13.00
215	270	188.00	63.00	15.75
270	370	220.00	70.00	19.25
370	470	250.00	83.00	21.00
470	570	280.00	93.00	23.00

LOW-PRESSURE, WITH ELECTRIC MOTOR AND BELT OR COUPLING

[40 pounds and under]

Piston displacement—		Per month	Per week	Per day
From and not including (cubic feet)—	To and including (cubic feet)—			
----------	900	$250.00	$83.00	$21.00
900	1,200	365.00	121.00	30.00

HIGH-PRESSURE, WITH GASOLINE ENGINE AND BELT OR COUPLING

Piston displacement—		Per month	Per week	Per day
From and not including (cubic feet)—	To and including (cubic feet)—			
----------	30	$40.00	$13.00	$3.50
30	46	60.00	20.00	5.00
46	55	75.00	25.00	6.50
55	72	85.00	28.00	7.00
72	95	100.00	33.00	8.50
95	125	130.00	43.00	10.75
125	160	163.00	54.00	13.50
160	215	220.00	73.00	18.25
215	270	267.00	89.00	22.00
270	370	350.00	117.00	29.00
370	470	450.00	150.00	37.00
470	570	550.00	183.00	46.00

[Tables headed Air Compressors, Stationary amended by Am. 11, 8 F.R. 12544, effective 9-16-43]

AIR RECEIVERS

From and not including (cubic feet)	To and including (cubic feet)	Per month	Per week	Per day
	3½	$3.15	$1.05	$0.25
3½	8	3.85	1.25	0.30
8	15	6.30	2.10	0.50
15	25	9.10	3.00	0.75
25	40	11.90	4.00	1.00
40	75	15.40	4.75	1.25
75	125	23.00	7.75	2.00
125	185	31.00	10.25	2.50
185	245	42.00	14.00	3.50
245	350	49.00	16.25	4.00
350	500	66.00	22.00	5.50
500	625	86.00	29.00	7.25

AIR TOOLS AND ACCESSORIES

Air Tools

[Air hose includes couplings on both sides. Tools do not include air hose which is separate item]

	Per month	Per week	Per day
Chippers	$20.00	$6.00	$2.50
Clay spades (1 scoop) small	20.00	10.00	2.50
Clay spades (1 scoop) large	25.00	12.00	3.00
Drifters	65.00	22.00	6.00
Grinders	30.00	12.00	3.00
Hoists-air 1 to 1,500 pounds inclusive, single drum	50.00	18.00	4.50
Hoists-air 1,501 to 2,500 pounds inclusive, single drum	65.00	22.00	5.50
Hoists-air 1,500 to 2,500 pounds inclusive, double drum	80.00	27.00	6.50
Hose-air up to and including ⅝ inch per 50' length	5.00	2.50	1.00
Hose-air over ⅝ to 1 inch per 50' length	6.00	3.00	1.50
Hose whip	3.00	1.00	.50
Jackhammer 1 to 50 lbs. inclusive	30.00	14.00	3.50
Jackhammer 51 to 68 lbs. inclusive	35.00	16.00	3.75
Jackhammer 69 to 80 lbs. inclusive	40.00	18.00	4.00
Mounted jackhammer	60.00	20.00	5.00
Paving breakers 1 to 69 pounds, inclusive	30.00	14.00	3.50
Paving breakers 70 to 90 pounds, inclusive	35.00	15.00	3.50
Rivet buckerup	14.00	5.00	1.50
*Rivet hammers and rivet busters	25.00	10.00	3.50
*Saws-air (rotary)	50.00	20.00	5.00
Sheeting drivers-air	54.00	18.00	4.50
Stopers	60.00	20.00	5.00
Tampers	25.00	12.50	3.50
Wagon drills (with air hoist)	165.00	50.00	10.00

[Table headed Air Tools and Accessories amended by Am. 11, 8 F.R. 12544, effective 9-16-43. *Items amended by Am. 17, effective 2-1-45]

Drill Steels

Drill steels have rose point bits or are threaded for jackbits.
Rates include threads on steel.

From and not including—	To and including—	Diameter	Per month	Per week
Feet	Feet	Inches		
	3	⅞	$1.00	$0.50
3	5	⅞	1.25	.60
5	7	⅞	2.00	.80
7	9	⅞	2.25	1.00
9	11	⅞	2.50	1.25

[Table headed Drill Steels amended by Am. 11, 8 F.R. 12544, effective 9-16-43]

Moil Points

	Per month	Per week
Moil points	$1.75	$1.25

AIR TOOLS AND ACCESSORIES—Con.

Sharpening Equipment—Forge

From and not including inches diameter	To and including inches diameter	Per month	Per week	Per day
	18	$20.00	$10.00	$2.50
18	28	40.00	13.00	3.50

Sharpening Equipment—Forging Machine

Maximum diameter of steel (inch)	Per month	Per week	Per day
1⅛	$75.00	$25.00	$3.50
1¼	125.00	42.00	10.00
1½	175.00	58.00	15.00

Dies included.

ANGLEDOZERS

For crawler tractor of		Per month	Per week	Per day
From and not including—(Drawbar H. P.)	To and including—(Drawbar H. P.)			
	42	$105.00	$35.00	$3.50
42	66	135.00	45.00	11.00
66	89	148.00	49.00	12.00
89	135	175.00	57.00	14.00

When angledozer is rented with tractor, tractor and tractor winch or hydraulic pump rental may be added.

[Subheading amended by Am. 10, 9 F.R. 12636, effective 10-24-44]

BACKFILLERS

Crawler Traction—Gasoline or Diesel Motored

From and not including—(Belt H. P.)	To and including (Belt H. P.)	Per month	Per week	Per day
24	38	$327.00	$103.00	$27.00
38	46	385.00	128.00	32.00
46	60	455.00	155.00	40.00

Maximum rental prices calculated upon the basis of the above rates shall apply to the above equipment with or without any one or more of the following: scraper, tamper and necessary accessories.

BACKFILLER ATTACHMENTS

For Crawler Tractors

For tractor of—		Per month	Per week	Per day
From and not including (draw-bar horsepower)	To and including (draw-bar horsepower)			
30	40	$300.00	$100.00	$25.00

Batchers Weighing, Bin Gates, Bins

Maximum monthly rates on weighing batchers, bin gates or bins shall not exceed 9% of the highest maximum price established by the Office of Price Administration for the sale of the nearest equivalent new weighing batchers, bin gates or bins to any domestic class of purchasers. The maximum weekly rate shall not exceed ⅓ of the maximum monthly rate. The maximum daily rate shall not exceed 1/12 of the maximum monthly rate.

BOILERS

The following rates are maximum regardless of the number of hours used within the rental period:

Vertical

From and not including (boiler horsepower)	To and including (boiler horsepower)	Per month	Per week	Per day
	18	$40.00	$13.00	$3.25
18	24	75.00	25.00	6.25
24	62	87.00	29.00	7.25
62	65	100.00	33.00	8.50
65	90	125.00	42.00	10.50

Horizontal—Locomotive Type

From and not including—(boiler H. P.)	To and including—(boiler H. P.)	Per month	Per week	Per day
	55	$100.00	$33.00	$3.50
55	70	110.00	37.00	9.00
70	90	125.00	42.00	10.50
90	125	175.00	58.00	15.00
125	175	200.00	67.00	17.00

*BROOMS, ROAD, TOWED

(Brush wear may be invoiced in addition to rental rate)

Engine-Driven

Per month	Per week	Per day
$82.00	$27.25	$8.80

Traction-Driven

Per month	Per week	Per day
$64.00	$21.25	$5.25

[Above table amended by Am. 11, 8 F.R. 12544, effective 9-16-43]

BUCKETS

Clamshell

Cubic yards	Per month	Per week	Per day
¼	$62.00	$20.00	$5.00
⅜	67.00	22.00	5.50
½	75.00	25.00	6.25
⅝	80.00	25.00	6.50
¾	90.00	30.00	7.50
1	105.00	35.00	8.75
1¼	125.00	42.00	10.50
1½	140.00	46.00	11.50
1¾	148.00	47.00	11.75
2	155.00	52.00	13.00
2½	210.00	70.00	17.50
2½	225.00	75.00	18.75
3	275.00	92.00	23.00
4	350.00	117.00	29.25

Concrete—Bottom Dump

Cubic yards	Per month	Per week	Per day
Under ½	$10.00	$3.50	$1.00
½	20.00	6.75	1.75
¾	23.00	7.75	2.00
1	35.00	11.50	3.00
1½	40.00	13.25	3.25
2	50.00	16.75	4.25
3	70.00	24.00	6.00
4	105.00	35.00	8.75

BUCKETS—Continued

TIP OVER

From and not including—(cubic feet)	To and including—(cubic feet)	Per month	Per week	Per day
	16	$15.00	$5.00	$1.25
16	26	18.00	6.00	1.50
26	38	20.00	6.75	1.75
38	53	23.00	7.75	2.00
53	70	30.00	10.00	2.50

DRAGLINE

Cubic yards	Per month	Per week	Per day
⅜	$50.00	$17.00	$4.25
½	55.00	18.25	4.50
⅝	66.00	22.00	5.50
¾	75.00	25.00	6.25
1	85.00	28.00	7.00
1¼	95.00	32.00	8.00
1½	105.00	35.00	8.75
1¾	116.00	37.00	9.00
2	125.00	42.00	10.50
2¼	133.00	44.00	11.00
2½	140.00	47.00	11.75
3	150.00	50.00	12.50
3½	158.00	53.00	13.25
4	165.00	55.00	13.75

ORANGE PEELS

From and not including—(cubic feet)	To and including—(cubic feet)	Per month	Per week	Per day
	6	$75.00	$25.00	$6.25
6	16	100.00	33.00	8.25
16	22	125.00	42.00	10.50
22	33	150.00	50.00	12.50
Cubic yards				
1¼		175.00	58.00	14.50
1½		200.00	67.00	16.50
2		225.00	75.00	18.75
2½		250.00	83.00	21.00
3		275.00	92.00	23.00

TOWER

Maximum rental prices calculated upon the basis of the following rates shall apply to this equipment with or without top and bottom switches.

From and not including (cubic feet)—	To and including (cubic feet)—	Per month	Per week	Per day
	11	$15.00	$5.00	$1.50
11	19	25.00	8.50	2.00
19	36	30.00	10.00	2.50

[Above table amended by Am. 11, 8 F.R. 12544, effective 9-16-43; and Am. 16, 9 F.R. 12636, effective 10-24-44]

BULLDOZERS

For crawler tractor of— From and not including—(drawbar H. P.)	To and including—(drawbar H. P.)	Per month	Per week	Per day
	42	$88.00	$29.00	$7.25
42	66	110.00	37.00	9.25
66	89	120.00	40.00	10.00
89	135	145.00	48.00	12.00

When bulldozer is rented with tractor, tractor and tractor winch or hydraulic pump rental may be added.

[Above table amended by Am. 11, 8 F.R. 12544, effective 9-16-43; and Am. 16, 9 F.R. 12636, effective 10-24-44]

CAGES—MATERIAL

WITH SHEAVES

	Per month	Per week	Per day
All sizes—single	$20.00	$7.00	$2.00
All sizes—double	30.00	10.00	2.50

CARTS

CONCRETE

	Per month	Per week
6 cu. ft. with legs, steel wheels	$6.00	$2.00
6 cu. ft. with rubber-tired wheels	12.00	4.00
9-11 cu. ft. inclusive with rubber-tired wheels	15.00	5.00

CEMENT PLANTS—BULK

WITH MECHANICAL HANDLING EQUIPMENT

Maximum monthly rates on bulk cement plants with mechanical handling equipment shall not exceed 11% of the highest maximum price established by any regulation issued by the Office of Price Administration for the sale of the nearest equivalent new cement plants with mechanical handling equipment to any domestic class of purchasers. The maximum weekly rate shall not exceed ⅓ of the maximum monthly rate, the maximum daily rate shall not exceed 1/12 of the maximum monthly rate.

CHUTES

CONCRETE—SWIVEL HEAD

From and not including—(feet)	To and including—(feet)	Per month	Per week
	15	$5.00	$2.00
15	25	10.00	3.00
25	35	15.00	5.00

COLUMN CLAMPS

Size of clamp: From and not including (inches)	To and including (inches)	Per month	Per week
		Per set	*Per set*
	40	$0.25	$0.10
40	50	.30	.10
50	60	.35	.10

The above rates are maximum regardless of the number of hours used within the rental period.

CONVERTERS

ROTARY

	Per month	Per week	Per day
1,000 watt, 110 DC or 110 AC	$15.00	$5.00	$1.50

[Above table amended by Am. 11, 8 F.R. 12544, effective 9-16-43]

CRANES

(1) All crane rates are for cranes complete with factory length boom and do not include buckets.

(2) If the lessee requires and the lessor furnishes a boom longer than factory standard or other special accessories, the maximum additional rental rate with respect to all types of cranes listed in this Appendix A, shall be (a) on a monthly basis, 5½% per month of the highest maximum price established by any regulation issued by the Office of Price Administration for the sale of the nearest equivalent new such additional length boom or special accessories to any domestic class of purchasers, (b) on a weekly basis, ⅓ of the foregoing maximum monthly rate, (c) on a daily basis, 1/12 of the foregoing maximum monthly rate.

(3) Crawler crane capacities are based upon 75% of tipping load, without outriggers. Locomotive crane capacities are based upon 83% tipping load, without outriggers.

CRAWLER—GASOLINE ENGINE POWERED

From and not including—(tons)	To and including—(tons)	Radius (feet)	Per month	Per week	Per day
	5	10	$350.00	$117.00	$29.00
5	6⅛	10	400.00	133.00	33.00
4¾	7⅜	12	450.00	150.00	38.00
7⅜	8¾	12	500.00	167.00	42.00
8¾	14½	12	600.00	200.00	50.00
14½	19½	12	675.00	225.00	56.00
19½	24½	12	750.00	250.00	62.00
24½	33½	12	975.00	325.00	81.00
15	18½	20	1,200.00	400.00	100.00
18½	26	20	1,400.00	467.00	117.00
8	9½	45	1,700.00	567.00	142.00
9½	14½	45	2,000.00	667.00	167.00

CRAWLER—DIESEL ENGINE POWERED

From and not including—(tons)	To and including—(tons)	Radius (feet)	Per month	Per week	Per day
	5	10	$350.00	$117.00	$29.00
5	6⅛	10	400.00	133.00	33.00
4¾	7⅜	12	500.00	167.00	42.00
7⅜	8¾	12	600.00	200.00	50.00
8¾	14½	12	700.00	233.00	59.00
14½	19½	12	800.00	267.00	67.00
19½	24½	12	900.00	300.00	75.00
24½	33½	12	1,050.00	350.00	88.00
15	18½	20	1,500.00	500.00	125.00
18½	26	20	1,700.00	567.00	142.00
8	9½	45	2,000.00	667.00	167.00
9½	14½	45	2,220.00	747.00	189.00
14½	20	45	2,725.00	908.00	227.00

CRAWLER—STEAM ENGINE POWERED

From and not including—(tons)	To and including—(tons)	Radius (feet)	Per month	Per week	Per day
	9	10	$400.00	$133.00	$33.00
9	13½	10	475.00	158.00	40.00
13½	18½	12	600.00	200.00	50.00
18½	24½	12	725.00	242.00	60.00
24½	30½	12	950.00	317.00	79.00
30½	40½	12	1,400.00	467.00	117.00

LOCOMOTIVE—GASOLINE ENGINE POWERED

From and not including—(tons)	To and including—(tons)	Radius (feet)	Per month	Per week	Per day
	17	10	$900.00	$300.00	$75.00
17	22	10	1,050.00	350.00	88.00
22	27	12	1,100.00	367.00	92.00
27	32	12	1,300.00	430.00	108.00
32	37	12	1,500.00	500.00	125.00
37	42	12	1,700.00	567.00	142.00

LOCOMOTIVE—DIESEL ENGINE POWERED

From and not including—(tons)	To and including—(tons)	Radius (feet)	Per month	Per week	Per day
	17	10	$950.00	$327.00	$82.00
17	22	10	1,100.00	367.00	92.00
22	27	12	1,200.00	400.00	100.00
27	32	12	1,400.00	467.00	116.00
32	37	12	1,600.00	530.00	133.00
37	42	12	1,725.00	575.00	144.00

CRANES—Continued

LOCOMOTIVE—STEAM ENGINE POWERED

From and not including—(tons)	To and including—(tons)	Radius (feet)	Per month	Per week	Per day
	17	12	$850.00	$283.00	$71.00
17	22	12	975.00	325.00	81.00
22	27	12	1,020.00	340.00	85.00
27	32	12	1,180.00	393.00	98.00
32	37	12	1,315.00	438.00	109.00
37	42	12	1,500.00	500.00	125.00

TRUCK, GASOLINE OR DIESEL ENGINE POWERED

COMPLETE WITH BOOM AND MOUNTED ON TRUCK BUT NOT INCLUDING BUCKET

Manufacturer's rating— From and not including—pounds	Manufacturer's rating— To and including—pounds	Radius (feet)	Per month (equipment only)	Per week (equipment only)	Per day (equipment only)	Hourly operating service
5,000	9,500	10	$500.00	$167.00	$41.75	$5.00
9,500	14,000	10	555.00	185.00	46.25	5.25
14,000	18,000	10	700.00	230.00	58.25	5.50
18,000	24,000	10	780.00	260.00	65.00	5.75
24,000	29,000	10	925.00	300.00	77.00	6.00
29,000	40,000	10	1,200.00	400.00	100.00	6.25

Monthly, weekly and daily truck crane rates do not include any operating or maintenance service.

Hourly operating service rates include fuel, lubrication, operating crew of two, taxes and insurance based upon payroll, repairs in excess of normal wear and tear and markup. The maximum hourly rental period may begin when truck crane leaves for job and cease when truck crane returns to warehouse.

When the lessor is required to pay his truck crane operating crew overtime wages because of overtime operation of the crane the lesser may make an additional charge equal to the amount paid in excess of straight-time wages plus taxes and insurance on the additional amount.

CRUSHERS—JAW

NO ACCESSORIES—WITHOUT POWER

	Per month	Per week	Per day
Opening 6 x 12	$55.00	$18.00	$4.50
Opening 8 x 15	66.00	22.00	5.50
Opening 9 x 16	85.00	28.00	7.00
Opening 8 x 24	110.00	37.00	9.50
Opening 9 x 24	165.00	55.00	14.00
Opening 9 x 36	195.00	65.00	16.50
Opening 10 x 16	135.00	45.00	11.00
Opening 10 x 20	155.00	52.00	13.00
Opening 10 x 30	190.00	63.00	16.00
Opening 10 x 36	210.00	70.00	17.50
Opening 10 x 40	225.00	75.00	19.00
Opening 12 x 24	220.00	73.00	18.00
Opening 12 x 36	265.00	88.00	22.00
Opening 14 x 38	360.00	120.00	30.00
Opening 18 x 36	440.00	147.00	37.00

The above rates are based on crusher being furnished with good serviceable manganese jaws. Lessor may require Lessee to return equipment with jaws in the same condition.

These crusher rates do not include such equipment as elevators, screens, or motive power. Elevators and screens are not generally rented. When they are rented the maximum monthly rate shall not exceed 10 per cent of the highest maximum price established by any regulation issued by the Office of Price Administration for the sale of the nearest equivalent new elevators and screens to any domestic class of purchasers.

The maximum weekly rate may not exceed one-third of the maximum monthly rate; the maximum daily rate shall not exceed one-twelfth of the maximum monthly rate.

[Above table amended by Am. 5, 7 F.R. 9785, effective 10-22-42; and Am. 11, 8 F.R. 12544, effective 9-16-43]

DERRICKS

CIRCLE SWING

Maximum rental prices calculated upon the basis of these rates shall apply to equipment with the following items: winch, cable, and load block.

From and not including (pounds)—	To and including (pounds)—	Per month	Per week	Per day
	1,000	$15.00	$5.00	$1.50
1,000	2,000	17.00	6.00	1.50
2,000	3,000	20.00	7.00	2.00

[Table headed Circle Swing amended by Am. 11, 8 F.R. 12544, effective 9-16-43]

GUY

From and not including (tons)—	To and including (tons)—	Boom length (feet)	Mast height (feet)	Per month	Per week	Per day
	5½	50-80	Under 60	$315.00	$93.00	$9.00
		70-100	60 and over	170.00	57.00	14.25
5½	8½	50-80	Under 60	125.00	43.00	11.25
		70-100	60 and over	155.00	62.00	15.50
8½	10½	50-80	Under 60	155.00	52.00	13.00
		70-100	60 and over	165.00	65.00	16.25
10½	13	50-80	Under 60	175.00	58.00	14.00
		70-100	60 and over	205.00	72.00	18.00
13	17	50-80	Under 60	195.00	65.00	16.25
		70-110	60 and over	215.00	82.00	20.00
17	22	50-80	Under 60	220.00	77.00	19.25
		70-110	60 and over	275.00	92.00	23.00
22	27	50-80	Under 60	290.00	97.00	24.00
		70-110	60 and over	315.00	113.00	28.00
27	35	50-80	Under 105	315.00	113.00	28.00
		80-110	105 and over	380.00	127.00	32.00
35	45	50-80	Under 105	400.00	133.00	33.00
		100-120	105 and over	450.00	150.00	37.00
45	55	50-80	Under 105	475.00	158.00	40.00
		90-120	105 and over	520.00	173.00	43.00

POLE

[Maximum rental prices calculated upon the basis of these rates shall apply to the above equipment with the following items: winch, cable, and load block]

	Per month	Per week	Per day
4 x 6—22 foot	$10.00	$4.00	$2.00
6 x 6—22 foot	12.00	4.00	4.00
6 x 8—22 foot	15.00	4.00	4.00
8 x 8—22 foot	17.00	5.00	5.00

[Table headed Pole amended by Am. 11, 8 F.R. 12544, effective 9-16-43]

SETTER

[Maximum rental prices calculated upon the basis of these rates shall include winch, cable, and load block]

	Per month	Per week	Per day
22-foot top point	$15.00	$5.00	$3.00
22-foot regular	15.00	5.00	3.00

[Table headed Setter amended by Am. 11, 8 F.R. 12544, effective 9-16-43]

STIFF LEG-STEEL—WITH SILLS

From and not including—(tons)	To and including—(tons)	Boom length (feet)	Mast height (feet)	Per month	Per week	Per day
	4	50-80	83 and under	$190.00	$63.00	$8.25
4	6	50-80	83 and under	215.00	72.00	13.00
		70-100	Over 83	235.00	85.00	24.00
6	9	50-80	83 and under	225.00	75.00	18.75
		70-100	Over 83	300.00	100.00	25.00
9	11	50-80	83 and under	255.00	85.00	21.00
		70-100	Over 83	335.00	112.00	28.00
11	13	50-80	83 and under	275.00	93.00	23.00
		70-100	Over 83	315.00	105.00	26.00
13	17	50-80	83 and under	305.00	102.00	25.00
		70-100	Over 83	390.00	130.00	33.00
17	22	50-80	83 and under	335.00	112.00	29.00
		70-100	Over 83	415.00	138.00	35.00
22	27	50-80	83 and under	405.00	135.00	34.00
		70-100	Over 83	470.00	150.00	37.00
27	32	50-80	83 and under	455.00	152.00	38.00
		70-100	Over 83	490.00	163.00	41.00
32	42	50-80	83 and under	530.00	177.00	44.00
		70-100	Over 83	575.00	195.00	49.00
42	52	50-80	83 and under	590.00	197.00	49.00
		70-100	Over 83	625.00	208.00	52.00

DERRICKS—Continued

STIFF LEG-STEEL—WITHOUT SILLS

From and not including—(tons)	To and including—(tons)	Boom length (feet)	Mast height (feet)	Per month	Per week	Per day
	4	30- 60	38 and under	$90.00	$30.00	$7.50
4	6	50- 80	38 and under	180.00	60.00	15.00
		70-100	Over 38	230.00	77.00	19.25
6	9	50- 80	38 and under	185.00	62.00	15.50
		70-100	Over 38	240.00	80.00	20.00
9	11	50- 80	38 and under	215.00	72.00	18.00
		70-100	Over 38	270.00	90.00	22.00
11	13	50- 80	38 and under	240.00	80.00	20.00
		70-100	Over 38	300.00	100.00	25.00
13	17	50- 80	38 and under	260.00	87.00	22.00
		70-100	Over 38	325.00	108.00	28.00
17	22	50- 80	38 and under	300.00	100.00	25.00
		70-100	Over 38	365.00	122.00	30.00
22	27	50- 80	38 and under	365.00	122.00	30.00
		70-100	Over 38	405.00	135.00	34.00
27	32	50- 80	38 and under	410.00	137.00	35.00
		70-100	Over 38	440.00	147.00	36.00
32	42	50- 80	38 and under	475.00	158.00	39.00
		70-100	Over 38	500.00	167.00	42.00
42	52	50- 80	38 and under	530.00	177.00	44.00
		70-100	Over 38	560.00	187.00	47.00

[Headings of above two tables amended by Am. 11, 8 F.R. 12544, effective 9-16-43]

STIFF LEG—WOOD

From and not including—(tons)	To and including—(tons)	Per month	Per week	Per day
	1½	$35.00	$12.00	$3.00
1½	2½	50.00	17.00	4.50
2½	3½	75.00	25.00	6.50
3½	4½	100.00	33.00	8.50
4½	5½	125.00	42.00	10.50
5½	12½	150.00	50.00	12.50
12½	30	200.00	67.00	17.00

TOWER

	Per month	Per week	Per day
Any size	$25.00	$8.50	$2.00

Cable not included.

TRIPOD

[Maximum rental prices calculated upon the basis of these rates shall apply to equipment with the following items included: cable, load block, and hand winch]

Width	Capacity	Per month	Per week	Per day
12 feet	2-4,000 pounds	$20.00	$7.00	$2.00
14 feet	2-4,000 pounds	25.00	8.50	2.00

[Table headed Tripod amended by Am. 11, 8 F.R. 12544, effective 9-16-43]

DRAGLINE EXCAVATORS

GASOLINE ENGINE DRIVEN—BUCKET INCLUDED

Capacity of machine when used as a power shovel (cubic yards)	Per month	Per week	Per day
⅜	$415.00	$138.00	$35.00
½	500.00	167.00	42.00
⅝	525.00	175.00	44.00
¾	600.00	200.00	50.00
1	750.00	250.00	52.00
1¼	860.00	287.00	72.00
1½	1,025.00	342.00	85.00
1¾	1,250.00	417.00	104.00
2	1,500.00	500.00	125.00
2½	2,100.00	700.00	175.00

DRAGLINE EXCAVATORS—Con.

DIESEL ENGINE DRIVEN—BUCKET INCLUDED

Capacity of machine when used as power shovel (cubic yards)	Per month	Per week	Per day
⅜	$500.00	$167.00	$42.00
½	525.00	175.00	44.00
⅝	580.00	193.00	48.00
¾	675.00	225.00	56.00
1	890.00	297.00	74.00
1¼	1,010.00	337.00	84.00
1½	1,150.00	383.00	96.00
1¾	1,600.00	533.00	133.00
2	1,800.00	600.00	150.00
2½	2,350.00	783.00	196.00
3	2,850.00	950.00	238.00
3½	3,150.00	1,050.00	262.00

STEAM—BUCKET INCLUDED

Capacity of machine when used as a power shovel (cubic yards)	Per month	Per week	Per day
½	$485.00	$162.00	$40.00
¾	545.00	182.00	46.00
1	600.00	200.00	50.00
1¼	860.00	287.00	72.00
1½	1,000.00	333.00	83.00
2	1,400.00	467.00	116.00

Where the manufacturer cannot state a power shovel capacity rating for a dragline, the maximum rental rate may not exceed the corresponding crane rate (based upon 75% of tipping load) plus the applicable bucket-rate, as established in this regulation.

[Footnote amended by Am. 17, effective 2-1-45]

DRILLS, ROTATING

AIR, CLOSE-QUARTER

Inches	Per month	Per week
⅞	$15.00	$5.00
1¼	25.00	8.50
2	35.00	12.00

AIR, METAL

½	$12.00	$4.00
⅞	15.00	5.00
1¼	25.00	8.50
2	35.00	12.00
3	40.00	13.00

DRILLS, ROTATING—Continued

AIR, WOOD

From and not including (inches)—	To and including (inches)—	Per month	Per week
1	1½	$10.00	$3.50
1½	3	20.00	7.00
3	5	30.00	10.00

Maximum rental prices calculated upon the basis of the above rates shall include equipment with boring chuck mandrel or plate for attaching or holding these items included.

Drill bits, augers, or grinding wheels are not included.

ELECTRIC

Maximum rental prices calculated upon the basis of these rates shall apply to equipment with standard length electric cable included]

Inches	Per month	Per week
¼	$6.00	$2.00
½	8.00	2.75
⅝	11.00	3.75
¾	12.00	4.00
⅞	13.00	4.25
1	17.00	5.75

[Table headed Drills, Rotating amended by Am. 11, 8 F.R. 12544, effective 9-16-43]

DUMP CARS

24" TO 36" GAUGE

From and not including (cubic yard)—	To and including (cubic yard)—	Per month	Per week
	⅞	$20.00	$7.00
⅞	1¼	25.00	8.50
1¼	1¾	35.00	12.00
1¾	2¼	45.00	15.00

ELEVATING GRADERS

POWER

Belt width (inches)	Per month	Per week	Per day
42	$350.00	$117.00	$20.00
48	400.00	133.00	33.00

GEAR-DRIVEN

	Per month	Per week	Per day
40 in. to 44 in. inclusive, hand control	$100.00	$33.00	$8.50

TAKE-OFF

	Per month	Per week	Per day
45 in. and under, power control	$275.00	$92.00	$23.00
Over 45 in. to 52 in. inclusive, power control	300.00	100.00	25.00
32 in. to 40 in. inclusive, hand control	225.00	75.00	19.00

ENGINES

SINGLE CYLINDER—GASOLINE

From and not including continuous rating—(H. P.)	To and including continuous rating—(H. P.)	Per month	Per week	Per day
	1½	$10.00	$3.50	$1.00
1½	2½	12.00	4.00	1.00
2½	3½	14.00	4.50	1.25
3½	4½	16.00	5.50	1.50
4½	5½	18.00	6.00	1.50
5½	6½	20.00	7.00	2.00

ENGINES—Continued

2, 4 OR 6 CYLINDER WITH CLUTCH—GASOLINE

From and not including—(H. P.)	To and including—(H. P.)	Per month	Per week	Per day
	13	$25.00	$8.00	$2.00
13	22	40.00	13.00	3.50
22	30	50.00	17.00	4.50
30	40	60.00	20.00	5.00
40	55	70.00	23.00	6.00
55	70	90.00	30.00	7.50
70	90	127.00	42.00	10.50
90	115	180.00	60.00	15.00
115	140	245.00	82.00	20.00
140	165	320.00	107.00	27.00

DIESEL—WITH CLUTCH

From and not including—(H. P.)	To and including—(H. P.)	Per month	Per week	Per day
	13	$37.00	$12.50	$3.25
13	22	60.00	20.00	5.00
22	30	75.00	25.00	6.50
30	40	90.00	30.00	7.50
40	55	105.00	35.00	9.00
55	70	135.00	45.00	11.00
70	90	210.00	70.00	17.50
90	115	245.00	82.00	20.00
115	140	295.00	98.00	24.00
140	165	445.00	148.00	37.00
165	185	515.00	172.00	43.00
185	210	635.00	212.00	53.00
210	235	785.00	262.00	65.00

STEAM-VERTICAL

	Per month	Per week	Per day
5 to 20 H. P., inclusive	$20.00	$7.00	$2.00

STEAM-SWING

	Per month	Per week	Per day
5 inch bore by 6 inch stroke	$35.00	$12.00	$3.00
6½ inch bore by 8 inch stroke	50.00	16.50	4.50

EXTRACTORS, PILE

Manufacturer	Model	Per month	Per week	Per day
McKiernan Terry Corp.	E2	$128.00	$42.00	$10.50
	E4	198.00	66.00	16.50
Vulcan	200A	100.00	33.25	8.25
	400A	130.00	43.25	10.75
	800A	220.00	73.25	18.25

Trade names are mentioned to indicate size. Extractors of manufacturers not mentioned shall be subject to the same rates as similar sizes and types of trade names mentioned.

FINEGRADERS

SELF-POWERED

Maximum cutting width		Per month	Per week	Per day
From and not including—(feet)	To and including—(feet)			
	11	$500.00	$166.75	$41.75
11	16	650.00	216.75	54.25
16	26	850.00	283.25	70.75

FINISHING MACHINES

CONCRETE FLOOR-TROWEL, GASOLINE OR ELECTRIC

	Per month	Per week	Per day
All sizes	$60.00	$20.00	$5.00

FINISHING MACHINES—Continued

CONCRETE ROAD MACHINE

(ENGINES, TAMPING ATTACHMENT)

From and not including (feet)	To and including (feet)	Per month	Per week	Per day
9	12	$424.00	$141.25	$35.25
12	18	447.00	149.00	37.25
18	24	454.00	151.25	37.75
24	30	495.00	165.00	41.25
30	35	519.00	173.00	43.25

VIBRATORS FOR FINISHING MACHINE

Double pan		Per month	Per week	Per day
From and not including—(feet)	To and including—(feet)			
	12	$165.00	$55.00	$14.00
12	18	199.00	66.00	16.00
18	24	215.00	72.00	18.00
24	30	275.00	92.00	23.00
30	35	312.00	104.00	26.00
Single pan all sizes		132.00	44.00	11.00

BITTHINOUS SPREADER AND FINISHER MACHINE—GASOLINE ENGINE DRIVEN

	Per month	Per week	Per day
All sizes	$750.00	$250.00	$63.00

FLOATS

CONCRETE FLOOR

Compactor size		Per month	Per week	Per day
From and not including—(inches)	To and including—(inches)			
	18	$40.00	$13.00	$3.00
18	22	65.00	22.00	5.50
22	36	75.00	25.00	6.50

FORMS

SIDEWALK AND ROAD

Depth (inch)	Base	Length (feet)	Price per ft. per month
4	6 inches or less	10	$0.07
5	6 inches or less	10	.09
6	6 inches or less	10	.10
7	6 inches or less	10	.10
8	6 inches or less	10	.11
9	6 inches or less	10	.12
10	6 inches or less	10	.13
12	6 inches or less	10	.16
7	7 inches	10	.12
7	8 inches	10	.13
8	8 inches	10	.14
9	8 inches	10	.15
9	9 inches	10	.16
10	8 inches	10	.16
10	10 inches	10	.17
4 inch cross plates for sidewalk divisions			.01

The above rates are maximum regardless of the number of hours used within the rental period.

[Above paragraph amended by Am. 11 8 F.R. 12544, effective 9-16-43]

FORMGRADERS

	Per month	Per week	Per day
All sizes	$320.00	$110.75	$30.25

GENERATORS

ELECTRIC—NO POWER OR SWITCHBOARD

From and not including—(kilowatt)	To and including—(kilowatt)	Per month	Per week	Per day
	1½	$15.00	$5.00	$1.50
1½	3½	18.00	6.00	1.50
3½	6	27.00	9.00	2.00
6	8	32.00	11.00	3.00
8	12½	40.00	13.00	3.50
12½	17½	48.00	16.00	4.00
17½	22½	55.00	18.00	4.50
22½	32½	60.00	20.00	5.00
32½	42½	70.00	23.00	6.00
42½	62½	85.00	28.00	7.00

When generators are rented with gasoline, Diesel or electric power units, the maximum rental price of the complete unit will be the sum of the rentals of the separate units. An additional charge may be made for any necessary assembling or dismantling, provided such charge does not exceed the actual cost of the necessary work performed.

GRADERS

[Heading amended by Am. 11]

SELF-PROPELLED, GASOLINE, PNEUMATIC TIRED

	Per month	Per week	Per day
Single drive, light (8,000 to 14,000 lbs. inclusive)	$275.00	$92.00	$23.00
Tandem drive, medium weight (1 to 19,000 lbs. inclusive)	400.00	133.00	33.00
Tandem drive, heavy duty (19,000 to 21,000 lbs. inclusive)	470.00	156.00	39.00
All wheel drive and steer	527.00	175.00	43.00

SELF-PROPELLED, DIESEL, PNEUMATIC TIRED

	Per month	Per week	Per day
Lightweight (1 to 16,000 lbs. inclusive)	$342.00	$113.00	$28.00
Medium weight (16,001 to 19,000 lbs. inclusive)	400.00	133.00	33.00
Extra heavy duty (19,001 to 21,000 lbs. inclusive)	525.00	175.00	42.00
All wheel drive and steer	530.00	176.00	43.00

TOWED—MANUALLY OPERATED

From and not including—(feet)	To and including—(feet)	Per month	Per week	Per day
	7	$50.00	$17.00	$4.00
7	9	100.00	33.00	8.50
9	11	150.00	50.00	12.50
11	13	175.00	58.00	15.00

TOWED—POWER OPERATED

From and not including—(feet)	To and including—(feet)	Per month	Per week	Per day
	9	$125.00	$42.00	$10.50
9	11	150.00	67.00	16.75
11	13	225.00	75.00	18.75

HAMMERS

ELECTRIC

From and not including—(inches)	To and including—(inches)	Per month	Per week	Per day
	¾	$42.00	$14.00	$3.00
¾	1¼	60.00	20.00	5.00
1¼	1¾	72.00	24.00	6.00
1¾	2½	84.00	28.00	7.00

[Above table amended by Am. 11, 8 F.R. 12544, effective 9-16-43]

HAMMERS—Continued

GASOLINE

	Per month	Per week	Per day
All sizes	$75.00	$25.00	$6.50

PILE—DROP

From and not including—(pounds)	To and including—(pounds)	Per month	Per week	Per day
	1,500	$15.00	$5.00	$1.50
1,500	2,250	20.00	7.00	2.00
2,250	3,000	25.00	8.00	2.00
Cap for above		7.00	2.00	1.00

PILE, STEAM

Manufacturer	Model	Per month	Per week	Per day
McKiernan Terry Corp.	0	$44.00	$14.50	$3.75
	1	48.00	16.00	4.00
	2	60.00	20.00	5.00
	3	65.00	21.75	5.50
	5	87.00	29.00	7.25
	6	106.00	35.25	8.75
	7	140.00	46.75	11.75
	9B 2 or 3	207.00	69.00	17.25
	10B 2 or 3	270.00	90.00	22.50
	11B 2 or 3	325.00	108.25	27.00
Union Iron Works	0	36.00	12.00	3.00
	8	52.00	17.25	4.25
	7A	75.00	25.00	6.25
	6	84.00	28.00	7.00
	5	102.00	34.00	8.50
	4	115.00	38.25	9.50
	3	130.00	43.25	10.75
	3A	150.00	50.00	12.50
	2	165.00	55.00	13.75
	1½A	204.00	68.00	17.00
	1A	244.00	81.25	20.25
	1	232.00	77.25	19.25
	0A	630.00	210.00	52.00
Vulcan	3	190.00	63.25	15.75
	2	225.00	75.00	18.75
	1	290.00	96.75	24.25
	0	405.00	135.00	33.75
	00	405.00	135.00	33.75
	0R	435.00	145.00	36.25
	4	65.00	21.75	5.50
	18C	175.00	58.25	14.50
	30C	242.00	80.75	20.25
	50C	315.00	105.00	26.25
	80C	422.00	140.75	35.25
	140C	873.00	291.00	73.50
	200C	674.00	224.75	56.25
	1800	232.00	77.25	19.25
	3000	300.00	100.00	25.00
	5000	410.00	136.75	34.25
	8000	605.00	201.75	50.50
	14000	872.00	290.75	72.75
	20000	1034.00	344.75	86.25

Trade names are mentioned to indicate size. Hammers of manufacturers not mentioned shall be subject to the same rates as similar sizes and types of trade names mentioned.

HEATERS

CONCRETE

For mixer		Per month	Per week	Per day
From and not including (cubic feet)—	To and including (cubic feet)—			
	7	$25.00	$8.00	$2.50
7	21	35.00	10.00	3.50

[Above table amended by Am. 11, 8 F.R. 12544, effective 9-16-43]

TANK CAR

[PORTABLE—ON TWO TO FOUR WHEELS]

	Per month	Per week	Per day
1-car capacity	$150.00	$50.00	$12.50
2-car or 3-car capacity	210.00	75.00	20.00

HOISTS

GASOLINE, SINGLE-DRUM

From and not including (horsepower)—	To and including (horsepower)—	Per month	Per week	Per day
	8	$35.00	$12.00	$3.00
8	14	55.00	18.00	4.50
14	22	60.00	20.00	5.00
22	29	75.00	25.00	6.50
29	42	95.00	32.00	8.00
42	55	130.00	43.00	11.00
55	65	140.00	47.00	12.00
67	78	160.00	53.00	13.00
78	92	190.00	63.00	16.00
92	112	250.00	83.00	21.00

GASOLINE, DOUBLE-DRUM

	22	$80.00	$27.00	$7.00
22	28	100.00	33.00	8.50
28	45	125.00	42.00	10.50
45	55	160.00	53.00	13.00
55	65	175.00	58.00	15.00
65	75	185.00	62.00	16.00
75	90	220.00	73.00	18.00
90	110	270.00	90.00	22.00

GASOLINE, THREE-DRUM

From and not including (horsepower)—	To and including (horsepower)—	Per month	Per week	Per day
	42	$130.00	$43.00	$10.75
42	57	190.00	63.00	15.75
57	72	230.00	77.00	19.25
72	87	295.00	98.00	25.00
87	112	340.00	113.00	28.00
112	127	400.00	133.00	33.00

ELECTRIC, SINGLE-DRUM

[Electric hoist rates include grid resistor and drum-type controller and are based on normal range of line speeds]

	12	$48.00	$16.00	$4.00
12	17	60.00	20.00	5.00
17	27	75.00	25.00	6.50
27	37	100.00	33.00	8.50
37	47	115.00	38.00	9.50
47	57	130.00	43.00	11.00
57	67	150.00	50.00	12.50
67	92	160.00	53.00	13.00
92	112	200.00	67.00	17.00
112	137	300.00	100.00	25.00
137	177	380.00	127.00	32.00
177	222	440.00	137.00	37.00

ELECTRIC, DOUBLE-DRUM

[Electric hoist rates include grid resistor and drum-type controller and are based on normal range of line speeds]

	12	$58.00	$19.00	$5.00
12	17	72.00	24.00	6.00
17	27	90.00	30.00	7.50
27	37	120.00	40.00	10.00
37	47	138.00	46.00	11.50
47	57	156.00	52.00	13.00
57	67	171.00	57.00	14.00
67	92	192.00	64.00	16.00
92	112	240.00	80.00	20.00
112	137	350.00	117.00	29.00
137	177	450.00	150.00	37.00
177	222	525.00	175.00	44.00

ELECTRIC, THREE-DRUM

[Electric hoist rates include grid resistor and drum-type controller and are based on normal range of line speeds]

	37	$123.00	$41.00	$10.25
37	47	165.00	55.00	13.75
47	57	185.00	62.00	15.50
57	67	235.00	78.00	20.00
67	82	295.00	98.00	25.00
82	112	360.00	120.00	30.00
112	137	485.00	162.00	40.00
137	177	545.00	182.00	45.00
177	222	620.00	207.00	52.00

HOISTS—Continued

STEAM, NO BOILERS, SINGLE-DRUM

Size (inches)	Rates	
	Per month	Per week
4¾ x 6	$40.00	$13.25
7 x 10	50.00	16.75
8¼ x 10	70.00	23.25
8 x 12	76.00	25.25
9 x 10	80.00	26.75
10 x 12	111.00	37.00

STEAM, NO BOILERS, DOUBLE-DRUM

7 x 10	$60.00	$20.00
8¼ x 10	85.00	28.25
9 x 10	95.00	31.75
10 x 12	126.00	42.00

STEAM, NO BOILERS, THREE-DRUM

7 x 10	$80.00	$26.75
8¼ x 10	100.00	33.25
9 x 10	110.00	36.75
10 x 12	141.00	47.00

STEAM, WITH BOILERS, SINGLE-DRUM

Size (inches)	Rates	
	Per month	Per week
4¾ x 6	$60.00	$20.00
7 x 10	100.00	33.25
8¼ x 10	125.00	41.75
9 x 10	137.00	45.75
10 x 12	174.00	58.00

STEAM, WITH BOILERS, DOUBLE-DRUM

7 x 10	$125.00	$41.75
8¼ x 10	150.00	50.00
9 x 10	162.00	54.00
10 x 12	199.00	66.25

STEAM, WITH BOILERS, THREE-DRUM

7 x 10	$150.00	$50.00
8¼ x 10	175.00	58.25
9 x 10	187.00	62.25
10 x 12	224.00	74.75

AIR

Size	Per month	Per week	Per day
1 to 1,500 pounds, inclusive, single drum	$50.00	$18.00	$4.50
1,501 pounds to 2,500 pounds, inclusive, single drum	65.00	22.00	5.50
1,500 pounds to 2,500 pounds, inclusive, double drum	80.00	27.00	6.50

Air-hoist rates do not include hose.

CHAIN

From and not including (tons)—	To and including (tons)—	Per month	Per week	Per day
	1½	$15.00	$5.00	$1.50
1½	2½	20.00	7.00	2.00
2½	4	25.00	8.50	2.00
4	6½	30.00	10.00	2.50
6½	9	50.00	17.00	4.50
9	12	60.00	20.00	5.00

[Above table amended by Am. 16, 9 F.R. 12636, effective 10-24-44; Tables headed Hoists amended by Am. 11, 8 F.R. 12544, effective 9-16-43]

HOPPERS

Floor—Single Gate—Without Legs

	Per month	Per week	Per day
30 cu. ft. and under	$15.00	$5.00	$1.50
Over 30 cu. ft. to 60 cu. ft., inclusive	20.00	7.00	2.00

Floor—Single Gate—With Legs

	Per month	Per week	Per day
30 cu. ft. and under	$18.00	$6.00	$1.50
Over 30 cu. ft. to 60 cu. ft., inclusive	24.00	8.00	2.00

Floor—Double Gate—Without Legs

	Per month	Per week	Per day
30 cu. ft. and under	$18.00	$6.00	$1.50
Over 30 cu. ft. to 60 cu. ft., inclusive	24.00	8.00	2.00

Floor—Double Gate—With Legs

	Per month	Per week	Per day
30 cu. ft. and under	$22.00	$7.50	$2.00
Over 30 cu. ft. to 60 cu. ft., inclusive	30.00	10.00	2.50

Tower

	Per month	Per week	Per day
30 cu. ft. and under	$15.00	$5.00	$1.50
Over 30 cu. ft. to 60 cu. ft., inclusive	20.00	7.00	2.00

Truck Mixer—With Legs

	Per month	Per week	Per day
Special, double gate, 2- to 4-yard	$60.00	$20.00	$5.00

HOSE

Discharge—Couplings Attached

Diameter (inches)	Length (feet)	Per month	Per week	Per day
1½	10	$2.00	$0.65	$0.15
	15	2.75	.90	.25
	20	3.75	1.25	.30
2	10	2.45	.80	.20
	15	3.50	1.15	.30
	20	4.75	1.60	.40
2½	10	3.20	1.05	.25
	15	4.30	1.45	.35
	20	6.00	2.00	.50
3	10	4.00	1.35	.30
	15	4.65	1.55	.40
	20	6.75	2.25	.55
4	10	5.30	1.75	.45
	15	7.15	2.40	.60
	20	9.00	3.00	.75
6	10	11.20	3.75	.90
	15	15.30	5.10	1.30
	20	20.00	6.65	1.65

For lengths greater than 20 feet the maximum rental rate shall be the product of the length in feet and 1/20 of the rate for a 20-foot length.

HOSE—Continued

Jetting—Couplings Attached

Diameter (inches)	Length	Per month	Per week
2½	Per foot	$0.03	$0.11
3	Per foot	.09	.30

Suction—Couplings Attached

Diameter (inches)	Length (feet)	Per month	Per week	Per day
1½	10	$3.40	$1.10	$0.20
1½	12	4.00	1.30	.35
1½	15	4.80	1.60	.40
1½	20	6.25	2.10	.50
2	10	4.20	1.40	.35
2	12	4.90	1.60	.40
2	15	6.00	2.00	.50
2	20	7.75	2.60	.65
2½	10	5.25	1.75	.45
2½	12	6.10	2.00	.50
2½	15	7.40	2.50	.60
2½	20	9.60	3.20	.80
3	10	6.00	2.00	.50
3	12	7.00	2.30	.60
3	15	8.50	2.80	.70
3	20	11.00	3.75	.90
4	10	8.00	2.75	.65
4	12	9.40	3.10	.80
4	15	11.25	3.75	.95
4	20	14.50	4.80	1.20
6	10	16.00	5.50	1.40
6	12	22.00	7.20	1.80
6	15	23.00	7.75	1.95
6	20	30.00	10.00	2.50

For lengths greater than 20 feet the maximum rate shall be the product of the length in feet and 1/20 of the rate for 20-foot lengths.

[Tables headed Hose amended by Am. 11, 8 F.R. 12544, effective 9-16-43]

JACKS

The following rates are maximum regardless of the number of hours used within the rental period:

Bridge

(Geared screw or heavy hydraulic)

From and not including (tons)	To and including (tons)	Per month	Per week
	20	$13.50	$4.50
20	30	18.00	6.00
30	42	25.50	8.50
42	62	28.50	9.50
62	87	37.50	12.50
87	115	56.25	18.75

Hydraulic

	10	$2.75	$1.00
10	16	3.00	1.00
16	35	9.00	3.00
35	60	15.25	5.00

Journal

	12	$3.75	$1.25
12	20	4.50	1.50
20	30	6.75	2.25
30	42	9.75	3.25
42	60	16.75	5.50

Ratchet

	12	$3.75	$1.25
12	17	6.25	2.00
17	22	7.50	2.50

Screw

	25	$1.75	$0.50

JACKS—Continued

Track

(Single acting)

From and not including (tons)	To and including (tons)	Per month	Per week
12	17	$4.25	$1.50

Trench

(Without fillers)

1½ x 12 per doz		$3.00	$2.00
1½ x 18 per doz		7.00	2.25
1½ x 24 per doz		7.75	2.50
2 x 18 per doz		13.50	4.50

[Headnote added by Am. 11, 8 F.R. 12544, effective 9-16-43]

KETTLES—TAR AND ASPHALT HEATING

Oil Burning—Stationary

From and not including—(gals.)	To and including—(gallons)	Per month	Per week	Per day
	45	$10.00	$3.00	$1.50
45	85	22.00	7.50	1.75
85	135	23.00	8.00	2.00
135	185	22.00	8.50	2.25
185	235	30.00	10.00	2.50
235	335	42.00	14.00	3.50

Oil Burning—Portable

From and not including—(gals.)	To and including—(gallons)	Per month	Per week	Per day
	45	$20.00	$6.75	$1.75
45	85	23.00	9.25	2.25
85	135	31.00	10.25	2.50
135	185	33.00	11.00	2.75
185	235	40.00	13.25	3.25
235	335	52.00	17.25	4.25

Wood Burning—Portable or Stationary

From and not including—(gals.)	To and including—(gallons)	Per month	Per week	Per day
	45	$15.00	$5.00	$1.25
45	85	20.00	6.50	1.50
85	135	22.00	7.50	1.75
135	185	24.00	8.00	2.00

LIGHTING PLANTS

Gasoline or Diesel Engine Powered—AC or DC

From and not including—(watts)	To and including—(watts)	Per month	Per week	Per day
	1,100	$40.00	$13.00	$3.50
1,100	1,750	50.00	17.00	4.50
1,750	2,000	60.00	20.00	5.00
2,000	4,500	75.00	25.00	6.25
4,500	6,000	90.00	30.00	7.50
6,000	9,000	110.00	37.00	9.00
9,000	12,000	150.00	50.00	12.00
12,000	17,000	175.00	58.00	14.50
17,000	22,000	200.00	67.00	16.25

LIGHTS

Carbide

	Per month	Per week	Per day
No. 2 Carbic or equivalent	$10.00	$3.50	$1.00

LOADERS—BUCKET

From and not including—(cu. yds. per minute)	To and including—(cu. yds. per minute)	Per month	Per week	Per day
	1¾	$245.00	$82.00	$20.00
1¾	2¼	335.00	112.00	28.00
2¼	3¼	485.00	162.00	40.00
3¼	4	560.00	187.00	47.00
4	6	745.00	238.00	62.00
6	8	810.00	270.00	68.00

LOADERS—FRONT END

WHEEL TYPE TRACTOR COMPLETE WITH ATTACHMENTS

Size (cubic yards)	Per month	Per week	Per day
½-½	$300.00	$100.00	$25.00
⅝	325.00	108.00	27.00
1	460.00	153.00	38.00

LOADER ATTACHMENTS—FRONT END

FOR CRAWLER TRACTORS

For tractor of—		Bucket capacity cu. yd.	Per month	Per week	Per day
From and not including (drawbar horse power)	To and including (drawbar horse power)				
20	30	½	$115.00	$38.25	$9.50
30	40	½ or ¾	145.00	48.25	12.00
30	40	1⅛	300.00	100.00	25.00
65	85	2 or 3½	425.00	141.00	35.00
85	135	2.7 to 9	615.00	205.00	51.25

LOADERS—PORTABLE BELT

GAS OR ELECTRIC POWERED—LENGTH OF BELT 16-62 FEET

Width of Belt		Per month	Per week	Per day
From and not including—(inches)	To and including—(inches)			
	15	$125.00	$42.00	$10.50
15	19	160.00	53.00	13.25
19	23	165.00	54.00	13.75
23	27	170.00	55.00	14.25
27	32	180.00	56.00	15.00

MIXERS—BITUMINOUS

CENTRAL BITUMINOUS PLANT—GASOLINE OR DIESEL ENGINE

(With Gradation Control Unit)

Minimum factory rating		Per month	Per week	Per day
From and not including—(tons per hour)	To and including—(tons per hour)			
	30	$1,127.00	$376.00	$94.00
20	50	1,573.00	524.00	131.00
50	70	2,018.00	672.00	168.00
70	90	2,217.00	739.00	185.00
90	110	3,500.00	1,166.00	292.00

MIXERS—BITUMINOUS—Continued

CENTRAL BITUMINOUS PLANT—GASOLINE OR DIESEL ENGINE—WITHOUT GRADATION CONTROL UNIT

Minimum factory rating		Per month	Per week	Per day
From and not including—(tons per hour)	To and including—(tons per hour)			
	30	$580.00	$193.00	$48.00
30	50	900.00	300.00	75.00
50	70	1,410.00	470.00	117.00

TRAVELING BITUMINOUS PLANT—SELF PROPELLING—GASOLINE OR DIESEL ENGINE—WITHOUT DRYER AND GRADATION CONTROL UNIT

Maximum factory rating		Per month	Per week	Per day
From and not including—(cu. yds. per minute)	To and including—(cu. yds. per minute)			
	1¼	$765.00	$255.00	$64.00
1¼	1¾	1,085.00	362.00	90.00
1¾	4	1,200.00	400.00	100.00

TRAVELING BITUMINOUS PLANT—NON-SELF-PROPELLING—GASOLINE OR DIESEL ENGINE—WITHOUT DRYER OR GRADATION CONTROL UNIT

Maximum factory rating		Per month	Per week	Per day
From and not including—(cu. yds. per minute)	To and including—(cu. yds. per minute)			
	1¼	$470.00	$157.00	$39.00
1¼	1¾	670.00	223.00	56.00
1¾	2½	875.00	292.00	73.00

[Above table heading amended by Am. 11, 8 F.R. 12544, effective 9-16-43]

The capacities of the plants are figured for Hot Mix Asphaltic Concrete using aggregate weighing 90 lbs. per cubic foot, the aggregate being mixed 1½ minutes.

HOT ASPHALTIC MIX

Maximum rental $0.25 per ton produced. Bituminous Mixers may be leased on either a tonnage or time basis.

COLD ASPHALTIC MIX

Maximum rental $0.13 per ton produced. Bituminous Mixers may be leased on either a tonnage or time basis.

MIXERS—CONCRETE

PORTABLE

Size (cubic feet)	Per month	Per week	Per day
4½ and under, low charger	$35.00	$12.00	$3.00
4½ and under, power charger	47.00	15.00	4.00
Over 4½ to 6, inclusive, low charger	52.00	17.50	4.50
Over 4½ to 6, inclusive, power charger	65.00	21.00	5.00
Over 6 to 8½, inclusive, low charger	71.00	24.00	6.00
Over 6 to 8½, inclusive, power charger	85.00	28.00	7.00
Over 8½ to 12, inclusive, low charger	90.00	30.00	7.50
Over 8½ to 12, inclusive, power charger	120.00	40.00	10.00
Over 12 to 16, inclusive, power charger	155.00	52.00	13.00
Over 25 to 30, inclusive, batch hopper	210.00	70.00	17.50
Add for batchmeter [1]	5.00	3.00	.50
Add for pump	4.00	1.50	.50

[1] Rates include measuring tank but do not include batchmeter or pump.

[Above table amended by Am. 11, 8 F.R. 12544, effective 9-16-43]

MIXERS—CONCRETE—Con.

PAVING—GASOLINE OR DIESEL ENGINE

Size	Per month	Per week	Per day
21E	$300.00	$100.00	$25.00
27E (Old style)	525.00	175.00	44.00
27E single and dual drum	935.00	311.75	78.00
34E single drum	1,335.00	445.00	111.25
34E dual drum	1,570.00	523.25	130.75

First serial no. of new 27E:

Rex	C9554
Koehring	16574
Ransome	9673
Foote	4331

MIXERS—MORTAR OR PLASTER

	Per month	Per week	Per day
One bag	$60.00	$20.00	$5.00
Two bags	80.00	27.00	6.50

MIXERS OR AGITATORS—TRUCK

Separate Gasoline Engine Drive—No Trucks Included

LESSEE DOES OWN MOUNTING

Capacity (cubic yards)	Per month	Per week	Per day
1	$175.00	$58.00	$14.50
1½	200.00	67.00	16.25
2	255.00	85.00	21.00
2½	280.00	93.00	23.00
3	320.00	107.00	27.00
3½	335.00	112.00	28.00
4	380.00	127.00	32.00
4½	400.00	133.00	33.00
5	426.00	142.00	36.00
5½	455.00	152.00	38.00
6	475.00	158.00	40.00

MOTORS—ELECTRIC

SQUIRREL CAGE

From and not including—(H. P.)	To and including—(H. P.)	Per month	Per week	Per day
	6	$10.00	$3.50	$1.00
6	9	15.00	5.00	1.50
9	17½	20.00	7.00	2.00
17½	27½	40.00	13.50	3.50
27½	45	50.00	17.00	4.50
45	55	60.00	20.00	5.00
55	75	75.00	25.00	6.50
For motors over 75 H. P., rate per H. P.		1.00	.35	.10

A maximum of 10 percent of the highest maximum price established by any regulation issued by the Office of Price Administration for the sale of the nearest equivalent new motor starting equipment to any domestic class of purchasers, may be added to each month's rental rate when motor starting equipment is included with the motor. The maximum weekly rate shall not exceed one-third of the maximum monthly rate; the maximum daily rate shall not exceed one-twelfth of the maximum monthly rate.

[Above paragraph amended by Am. 5, 7 F.R. 9785, effective 10-22-42; and Am. 11, 8 F.R. 12544, effective 9-16-43]

CONSTANT OR VARIABLE SPEED WOUND ROTOR

(SLIP RING TYPE)

From and not including—(H. P.)	To and including—(H. P.)	Per month	Per week	Per day
	17½	$25.00	$8.00	$2.00
17½	27½	50.00	16.50	4.00
27½	45	65.00	22.00	5.50
45	55	75.00	25.00	6.50
55	75	95.00	32.00	8.00
For motors over 75 H. P., rate per H. P.		1.25	.40	.10

A maximum of 10 percent of the highest maximum price established by any regulation issued by the Office of Price Administration for the sale of the nearest equivalent new motor starting equipment to any domestic class of purchasers, may be added to each month's rental rate when motor starting equipment is included with the motor. The maximum weekly rate shall not exceed one-third of the maximum monthly rate; the maximum daily rate shall not exceed one-twelfth of the maximum monthly rate.

[Above paragraph amended by Am. 5, 7 F.R. 9785, effective 10-22-42; and Am. 11, 8 F.R. 12544, effective 9-16-43]

PIPELAYER ATTACHMENTS

For Crawler Tractor of—		Per month	Per week	Per day
From and not including—(drawbar H. P.)	To and including—(drawbar H. P.)			
20	40	$165.00	$55.00	$14.00
40	60	200.00	67.00	16.75
60	85	235.00	78.00	19.50
85	135	310.00	103.00	23.00

Where pipelayer attachment is rented with tractor, tractor rates may be added.

[Subheading amended by Am. 16, 9 F.R. 12636, effective 10-24-44]

PUMP FOR CRAWLER TRACTOR ACCESSORIES

	Per month	Per week	Per day
1 or 2 valve	$55.00	$18.25	$4.50
3 valve	70.00	23.00	5.75

[Heading amended by Am. 11, 8 F.R. 12544, effective 9-16-43; and Am. 16, 9 F.R. 12636, effective 10-24-44]

PUMPCRETES—GASOLINE ENGINE DRIVEN

	Per month	Per week	Per day
Model 160:			
Single cylinder without remixer	$466.00	$155.25	$38.75
Single cylinder with remixer	531.00	177.00	44.25
Double cylinder without remixer	853.00	284.25	71.00
Double cylinder with remixer	1,037.00	345.75	86.50
Model 200:			
Single cylinder without remixer	611.00	203.75	51.00
Single cylinder with remixer	779.00	259.75	65.00
Double cylinder without remixer	1,128.00	376.00	94.00
Double cylinder with remixer	1,322.00	440.75	110.25

PUMPCRETES—ELECTRIC DRIVEN

	Per month	Per week	Per day
Model 160:			
Single cylinder without remixer	$493.00	$164.00	$41.00
Single cylinder with remixer	558.00	186.00	46.50
Double cylinder without remixer	909.00	303.00	75.75
Double cylinder with remixer	1,093.00	364.00	91.00
Model 200:			
Single cylinder without remixer	684.00	228.00	57.00
Single cylinder with remixer	852.00	284.00	71.00
Double cylinder without remixer	1,211.00	403.50	101.00
Double cylinder with remixer	1,405.00	468.00	117.00

PUMPCRETE PIPE

	Per month	Per week	Per day
6" pipe per foot including necessary ells and fittings	$0.34	$0.11	$0.03
7" pipe per foot including necessary ells and fittings	.40	.13	.03
8" pipe per foot including necessary ells and fittings	.40	.15	.04

PUMPS

NOTE: In lieu of the maximum monthly rental rates in the following tables, the lessor may arrive at a maximum monthly rental rate by applying 9% of the highest maximum price established by the Office of Price Administration for the sale of the nearest equivalent new pump-units listed below to any domestic class of purchasers; the maximum rate per week shall not exceed ⅓ of the maximum monthly rate; the maximum daily rate shall not exceed 1/12 of the maximum monthly rate.

CAISSON—STEAM

Suction (inch)	Discharge (inch)	Per month	Per week	Per day
3	2	$35.00	$12.00	$3.00
4	3	45.00	15.00	4.00
5	4	60.00	20.00	5.00
6	5	75.00	25.00	6.50
7	6	100.00	33.00	8.50

CENTRIFUGAL—GASOLINE ENGINE DRIVEN

[Self-priming]

	Per month	Per week	Per day
1½ inch 3 M	$35.00	$12.00	$3.00
2 inch 7 to 10 M	40.00	13.00	3.00
3 inch 15 to 20 M	50.00	17.00	4.50
4 inch 30 to 40 M	80.00	27.00	7.00
6 inch 75 to 90 M	125.00	42.00	10.50
8 inch 125 M	195.00	65.00	16.00
10 inch 175 to 225 M	240.00	80.00	20.00

CENTRIFUGAL—NO POWER

[Single stage—Standard not self-priming for belt drive or direct connection]

Discharge openings	Per month	Per week	Per day
Up to 1 inch, inclusive	$15.00	$5.00	$1.00
1¼ inch to 2 inch, inclusive	25.00	8.50	1.75
2½ inch to 3 inch, inclusive	35.00	12.00	2.50
3½ inch to 4 inch, inclusive	50.00	17.00	3.00
5 inch to 6 inch, inclusive	65.00	21.00	4.50

For three months or more rental no additional charge shall be made for mounting engine on pump.

For multi-stage pumps (no power) the rates shall not exceed the single stage rates plus the following percentages:

	Percent
For 2 stage	50
For 3 stage	75
For 4 stage	100

PUMPS—Continued

DIAPHRAGM

	Per month	Per week	Per day
Hand Power	$3.00	$5.00	$1.00

DIAPHRAGM—GASOLINE ENGINE DRIVEN

[Force or open top]

Size (inch)	Action	From and not including H. P.	To and including H. P.	Per month	Per week	Per day
3	Single		4½	$35.00	$12.00	$3.00
		4½	9	55.00	18.00	5.00
3	Double		4½	50.00	17.00	5.00
		4½	9	70.00	22.00	5.75
4	Single		4½	40.00	13.00	5.00
		4½	9	60.00	20.00	5.00
4	Double		4½	60.00	20.00	5.00
		4½	9	80.00	27.00	6.50

JETTING (SELF-PRIMING)

100 pounds per square inch		Per month	Per week
From and not including g. p. m.	To and including g. p. m.		
350	450	$150.00	$50.00
450	650	160.00	53.00
650	750	345.00	115.00

[Above table amended by Am. 11, 8 F.R. 12544, effective 9-16-43]

PLUNGER

Size (inch)	From and not including H. P.	To and including H. P.	Per month	Per week	Per day
2		5	$50.00	$17.00	$4.25
2	5	13	65.00	22.00	5.50
3		5	75.00	25.00	6.25
3	5	11	85.00	28.00	7.00
3	11	20	125.00	42.00	12.00
4		5	80.00	27.00	6.75
4	5	11	90.00	30.00	7.50
4	11	20	120.00	43.00	12.50

SUMP—PNEUMATIC

	Per month	Per week	Per day
Small	$45.00	$17.00	$3.00
Medium	55.00	21.00	5.50
Tandem	70.00	23.00	8.00

For any pump-unit not listed in the foregoing table, the maximum monthly rate shall not exceed 9% of the highest maximum price established by any regulation issued by the Office of Price Administration for the sale of the nearest equivalent new pump-unit to any domestic class of purchasers. The maximum rate per week for such pump-unit shall not exceed ⅓ of the maximum monthly rate; the maximum daily rate shall not exceed 1/12 of such maximum monthly rate.

[Above Tables on Pumps added by Am. 5, 7 F.R. 9785, effective 10-22-42]

PUMPS—Continued

WELLPOINT SYSTEM

	MONTH								
	1st	2nd	3rd	4th	5th	6th	7th	8th	9th
6" Wellpoint pump	$160.00	$145.00	$130.00	$110.00	$80.00	$75.00	$ 75.00	$70.00	$70.00
8" Wellpoint pump	220.00	200.00	180.00	150.00	110.00	100.00	100.00	100.00	100.00
10" Wellpoint pump	280.00	255.00	230.00	190.00	135.00	130.00	130.00	130.00	120.00
Jet Pump	160.00 per month or $50.00 per week								
Jet Hose per foot	.20 per month								
Suction Hose per foot	.60	.40	.30	.30	.30	.30	.30	.30	.30
Wellpoint with riser and swing joint connection, each	4.00	3.00	1.40	1.20	1.20	.80	.80	.80	.80
6" Discharge pipe per ft. with couplings	.20	.10	.05	.05	.05	.05	.05	.05	.05
6" Header pipe per ft. with couplings	.37	.13	.07	.05	.05	.05	.05	.05	.05
8" Discharge pipe with couplings, per ft	.30	.15	.07	.07	.07	.07	.07	.07	.07
8" Header pipe with couplings, per ft	.56	.17	.11	.07	.07	.07	.07	.07	.07
10" Discharge pipe with couplings, per ft	.40	.20	.10	.10	.10	.10	.10	.10	.10
10" Header pipe with couplings, per ft	.74	.26	.13	.10	.10	.10	.10	.10	.10
6" Gate Valves	6.20	3.80	3.00	2.50	2.50	2.50	2.50	2.50	2.50
8" Gate Valves	9.80	6.20	4.25	4.25	4.25	4.25	4.25	4.25	4.25
10" Gate Valves	15.50	9.75	6.75	6.75	6.75	6.75	6.75	6.75	6.75
6" and under Jet Dry Pump (combination)	160.00	145.00	130.00	110.00	80.00	75.00	75.00	70.00	70.00
8" Jet Dry Pump (comb.)	220.00	200.00	180.00	150.00	110.00	100.00	100.00	100.00	100.00
Wellpoint mop with 20' of 2" suction hose and swing joint	10.00	10.00	10.00	5.00	5.00	5.00	5.00	5.00	5.00
Sanding Casing	25.00	25.00	25.00	25.00	15.00	15.00	15.00	15.00	15.00
Hole Puncher	125.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00

With the exception of gate valves, such fittings as elbows, tees, caps, and reducers necessary to fill out a complete system, will be supplied with header and discharge pipe without additional charge.

The above rates are maximum regardless of the number of hours used within the rental period.

PUSHDOZERS

MOVABLE-CABLE

For Crawler tractor of—		Per month	Per week	Per day
From and not including—(drawbar H. P.)	To and including—(drawbar H. P.)			
45	65	$55.00	$18.00	$4.50
65	90	65.00	22.00	5.50
90	135	75.00	25.00	6.25

MOVABLE-HYDRAULIC

For crawler tractor of—		Per month	Per week	Per day
From and not including—(drawbar H. P.)	To and including—(drawbar H. P.)			
65	90	$115.00	$38.00	$9.50
90	135	140.00	47.00	11.75

[Subheadings of above two tables amended by Am. 16, 9 F.R. 12636, effective 10-24-44]

RIGID

	Per month	Per week	Per day
All types	$25.00	$8.25	$2.00

The maximum monthly rate for pusher blocks for mounting on bulldozers or angledozers, blade or frame, may not exceed 8½% of the highest maximum price established by any regulation issued by the Office of Price Administration for the sale of the nearest equivalent new pusher blocks to any domestic class of purchasers. The maximum weekly rate shall not exceed ⅓ of the maximum monthly rate, the maximum daily rate shall not exceed 1/12 of the maximum monthly rate.

QUARRY SKIP BUCKET CARRIER

Cubic yards	Per month	Per week	Per day
1½	$94.00	$31.00	$7.75
2	121.00	41.00	10.25
2½	136.00	44.00	11.00
3	147.00	46.00	11.50
4	188.00	47.00	11.75

BUCKETS (EACH)

Cubic yards	Per month	Per week	Per day
1½	$12.00	$4.00	$1.00
2	16.00	5.25	1.25
2½	18.50	6.00	1.50
3	22.00	7.25	1.75
4	33.00	11.00	2.75

ROLLERS—ROAD

PORTABLE—GASOLINE ENGINE DRIVEN—2 PNEUMATIC TIRES

	Per month	Per week	Per day
4 tons and under	$150.00	$50.00	$12.50

GASOLINE-ENGINE DRIVEN—2-WHEEL TANDEM

From and not including—(tons)	To and including—(tons)	Per month	Per week	Per day
	3½	$125.00	$42.00	$10.50
3½	5	200.00	67.00	17.00
5	9½	250.00	83.00	21.00
9½	12½	300.00	100.00	25.00
12½	17½	325.00	108.00	27.00
17½	22½	525.00	175.00	44.00

ROLLERS—ROAD—Continued

GASOLINE-ENGINE DRIVEN—3-WHEEL TANDEM

From and not including—(tons)	To and including—(tons)	Per month	Per week	Per day
6½	9½	$260.00	$87.00	$22.00
9½	14½	335.00	112.00	28.00
14½	19½	385.00	128.00	32.00

GASOLINE-ENGINE DRIVEN—3 WHEEL

From and not including—(tons)	To and including—(tons)	Per month	Per week	Per day
	5½	$170.00	$57.00	$14.00
5½	6½	200.00	67.00	16.00
6½	7½	245.00	82.00	20.00
7½	9	270.00	90.00	22.00
9	11	385.00	123.00	32.00
11	13	425.00	142.00	35.00
13	17	550.00	183.00	46.00

STEAM-ENGINE DRIVEN

The maximum rental rates for steam engine driven road rollers are 80% of the above applicable rates.

DIESEL-ENGINE DRIVEN—2-WHEEL TANDEM

From and not including—(tons)	To and including—(tons)	Per month	Per week	Per day
3½	5	$264.00	$88.00	$22.00
5	9½	315.00	105.00	26.00
9½	12½	362.00	121.00	30.00
12½	17½	389.00	130.00	33.00

DIESEL-ENGINE DRIVEN—3-WHEEL

	5½	$213.00	$71.00	$18.00
5½	6½	242.00	81.00	20.00
6½	7½	291.00	97.00	24.00
7½	9	310.00	106.00	27.00
9	11	436.00	145.00	36.00
11	13	475.00	158.00	40.00

ROLLERS—TAMPING

SHEEPSFOOT—ANY NUMBER OF FEET

	Per month	Per week	Per day
Single drum	$65.00	$22.00	$5.50
Double drum	90.00	30.00	7.50
Triple drum	175.00	58.00	15.00

RUBBER TIRED

	Per month	Per week	Per day
All sizes	$100.00	$33.00	$8.25

ROOTERS

	Per month	Per week	Per day
Light, 3,500 lbs. and under	$50.00	$17.00	$4.50
Medium, 3,501 lbs. to 7,000 lbs., inclusive	100.00	33.00	8.00
Heavy, 7,001 lbs. to 11,000 lbs., inclusive	150.00	50.00	12.50
Extra heavy, 11,001 to 15,000 lbs., inclusive	175.00	57.00	14.00

SAND BLAST OUTFITS

	Per month	Per week	Per day
Tank and 50 feet of hose, nipples and one hood without air or sand supply	$50.00	$17.00	$4.50

SAWS

Chain Saws

GASOLINE, ELECTRIC AND PNEUMATIC—ALL SIZES

The maximum monthly rental rates for power chain saws shall not exceed 12 percent of the highest maximum price established by the Office of Price Administration for the sale to any domestic class of purchaser of the nearest equivalent new equipment. The maximum weekly rate shall not exceed ⅓, and the maximum daily rate 1/12 of the applicable maximum monthly rate.

[Above text on Chain Saws added by Am. 17, effective 2-1-45]

ELECTRIC-HAND

Blade		Per month	Per week	Per day
From and not including—(inches)	To and including—(inches)			
	7	$25.00	$8.00	$2.00
7	9	30.00	10.00	2.50
9	11	40.00	13.00	3.50
11	13	50.00	17.00	4.50

ELECTRIC—FIXED OR TILTING TABLE

Blade		Per month	Per week	Per day
From and not including—(inches)	To and including—(inches)			
	13	$45.00	$15.00	$3.50
13	19	65.00	22.00	5.50

GASOLINE—FIXED OR TILTING TABLE

Blade		Per month	Per week	Per day
From and not including—(inches)	To and including—(inches)			
	13	$45.00	$15.00	$3.50
13	19	65.00	22.00	5.50

ELECTRIC—SWING

From and not including—(H. P.)	To and including—(H. P.)	Saw diameter	Per month	Per week	Per day
	¾	12 in	$30.00	$10.00	$2.50
¾	1¼	14 in	35.00	12.00	3.00
1¼	1¾	14 in	40.00	13.00	3.50
1¾	2½	16 in	45.00	15.00	4.00
2½	4	16 in	50.00	17.00	4.50
4	6	16 in	60.00	20.00	5.00
6	9	16 in	75.00	25.00	6.50

SCALES—WHEELBARROW

Number of beams	Number of aggregates	Per month	Per week	Per day
3	2	$25.00	$8.00	$2.00
4	3	35.00	12.00	3.00
5	4	50.00	17.00	4.50

SCARIFIERS

	Per month	Per week	Per day
Medium	$30.00	$10.00	$2.50
Heavy	35.00	12.00	3.00

SCRAPERS

[Without power units]

Struck		Heaped		Per month	Per week	Per day
From and not including—(cu. yds.)	To and including—(cu. yds.)	From and not including—(cu. yds.)	To and including—(cu. yds.)			
2	3¾	2½	5	$147.00	$43.00	$12.00
3¾	5	5	7	175.00	58.00	14.00
5	7½	7	10	230.00	85.00	21.00
7½	10	10	13½	320.00	115.00	29.00
10	13½	13½	17	420.00	150.00	38.00
13½	16	17	22	575.00	190.00	48.00
16	20½	22	27	700.00	230.00	62.00
20½	27	27	37	1,025.00	340.00	85.00
27	33	37	50	1,475.00	525.00	131.00
33	50	50	70	1,725.00	575.00	144.00

[Above table amended by Am. 16, 9 F.R. 12630, effective 10-24-44]

SHEARS

Bar Cutting

	Per month	Per week	Per day
⅞ in. round and under	$5.00	$2.00	$0.50
Over ⅞ in.-1¼ in. round, inclusive	10.00	3.50	1.00

SHEAVES

	Per month	Per week	Per day
Bottom swivel	$10.00	$3.50	$1.00
Top tower sets	10.00	3.50	1.00

SHORES

	Per month	Per week	Per day
Adjustable	$0.35	$0.10	$0.05

SHOVELS AND BACK HOES

Gasoline Engine Driven—Dipper Included

Shovel capacity (cubic yards)	Per month	Per week	Per day
⅜	$440.00	$147.00	$37.00
½	495.00	165.00	41.00
⅝	525.00	174.00	44.00
¾	605.00	201.00	50.00
1	715.00	238.00	60.00
1¼	880.00	293.00	73.00
1½	1,100.00	367.00	92.00
1¾	1,375.00	459.00	115.00
2	1,650.00	550.00	138.00
2¼	2,100.00	700.00	175.00
2½	2,100.00	700.00	175.00

Diesel Engine Driven—Dipper Included

Shovel capacity (cubic yards)	Per month	Per week	Per day
⅜	$550.00	$183.00	$46.00
½	575.00	193.00	48.00
⅝	605.00	202.00	50.00
¾	715.00	238.00	60.00
1	880.00	293.00	73.00
1¼	1,045.00	348.00	87.00
1½	1,210.00	403.00	101.00
1¾	1,760.00	587.00	147.00
2	1,650.00	550.00	138.00
2¼	2,200.00	730.00	183.00
2½	2,200.00	730.00	183.00
3	2,800.00	930.00	233.00
3½	3,100.00	1,030.00	258.00

SHOVELS AND BACK HOES—Continued

Steam—Dipper Included

Shovel capacity (cubic yards)	Per month	Per week	Per day
½	$475.00	$158.00	$40.00
¾	570.00	190.00	48.00
1	630.00	210.00	52.00
1¼	850.00	283.00	71.00
1½	1,050.00	350.00	88.00
2	1,470.00	490.00	122.00

Attachments and Combinations

Where the lessee requires the use of an additional attachment, accessory, or combination of attachments and/or accessories (shovel, backhoe, dragline, clamshell, crane, skimmer scoop, gantry, jib extension, boom segment, clamshell and jib, dragline and gantry, or gantry, jib and boom segment, etc), the maximum monthly rate shall not exceed 5½% of the highest maximum price established by the Office of Price Administration for the sale of the nearest equivalent new foregoing attachments and/or accessories to any domestic class of purchasers. The maximum weekly rate shall not exceed ⅓ of the maximum monthly rate. The maximum daily rate shall not exceed 1/12 of the maximum monthly rate.

Hand

	Per month	Per week	Per day
All hand shovels, long or short handle, round or square points, up to and including No. 6 scoops (per ½ dozen)	$7.50	$2.50	$0.65

SPREADERS

Asphalt, Stone or Chip

From and not including—(feet)	To and including—(feet)	Per month	Per week	Per day
	9	$40.00	$13.50	$3.50
9	11	60.00	20.00	5.00
11	13	70.00	23.00	6.00

Bituminous Pressure Distributors

From and not including—(gallons)	To and including—(gallons)	Per month	Per week	Per day
	800	$245.00	$82.00	$20.00
800	1,400	275.00	91.00	23.00
1,400	2,100	300.00	100.00	25.00

SPREADERS—Continued

CONCRETE

From and not including—(feet)	To and including—(feet)	Per month	Per week	Per day
10	12	$310.00	$103.00	$26.00
12	15	340.00	113.00	28.00
15	22	580.00	193.00	43.00
22	26	600.00	200.00	50.00

Maximum rental prices calculated upon the basis of the above rates shall apply to the above equipment with or without vibrators to be used with these machines.

SURFACERS

WALL-ELECTRIC

	Per month	Per week	Per day
Model A Berg, or equal	$45.00	$15.00	$4.00

HIGHWAY

	Per month	Per week	Per day
With gasoline engine	$85.00	$28.00	$7.00

Carborundum and cutting stone not included with surfacer.

SURVEYING INSTRUMENTS

LEVELS

	Per month	Per week	Per day
All models	$20.00	$8.00	$5.00

TRANSITS

	Per month	Per week	Per day
All models	$25.00	$9.00	$5.00

TOWER EQUIPMENT—WOOD

HOPPERS—VERTICAL BACK

	Per month	Per week	Per day
28 cubic feet and under	$15.00	$5.00	$1.50
Over 28 cubic feet to 60 cubic feet, inclusive	20.00	7.00	2.00

Top and bottom switches, when necessary, are included in above hopper and bucket rental prices.

SHEAVES—TOP TOWER, SET OF TWO

	Per month	Per week	Per day
12 inch to 16 inch	$10.00	$3.50	$1.00

BOTTOM SWIVEL

	Per month	Per week	Per day
12 inch to 16 inch	$10.00	$3.50	$1.00

TOWERS—STEEL TUBULAR

LIGHT TYPE—MAXIMUM LIVE LOAD 3,000 POUNDS OR 18 CUBIC FEET—CONCRETE BUCKET, 2 OR 3 WHEELBARROWS

Height	Per month	Per week
SINGLE TOWER		
39′	$17.00	$5.75
52′	23.00	7.75
71′ 6″	31.50	10.50
84′ 6″	37.50	12.50
104′	44.00	14.75
123′ 6″	49.00	16.25
130′	50.50	16.75
DOUBLE TOWER		
39′	30.00	10.00
52′	40.00	13.25
71′ 6″	55.00	18.25
84′ 6″	65.00	21.75
104′	77.00	25.75
123′ 6″	87.00	29.00
130′	92.00	30.75

INTERMEDIATE TYPE—MAXIMUM LIVE LOAD 3,500 POUNDS OR 28 CUBIC FEET—CONCRETE BUCKET—2 OR 3 WHEELBARROWS

Height	Per month	Per week
SINGLE TOWER		
39′	$19.00	$6.25
52′	25.50	8.50
71′ 6″	35.00	11.75
84′ 6″	41.00	13.75
104′	49.00	16.25
123′ 6″	57.00	19.00
136′ 6″	62.00	20.75
156′	71.00	23.75
169′	77.00	25.75
201′ 6″	92.00	30.75
DOUBLE TOWER		
39′	32.50	10.75
52′	43.50	14.50
71′ 6″	60.00	20.00
84′ 6″	70.50	23.50
104′	83.50	27.75
123′ 6″	96.00	32.00
136′ 6″	104.00	34.75
156′	118.50	39.50
169′	128.50	42.75
201′ 6″	153.00	51.00

[Above table amended by Am. 11, 8 F.R. 12544, effective 9-16-43]

HEAVY TYPE—MAXIMUM LIVE LOAD 5,000 POUNDS OR 35 CUBIC FEET—CONCRETE BUCKET—2 OR 3 WHEELBARROWS

Height	Per month	Per week
SINGLE TOWER		
39′	$23.50	$8.00
52′	31.50	10.50
71′ 6″	43.00	14.25
84′ 6″	50.50	16.75
104′	61.00	20.25
123′ 6″	70.50	23.50
136′ 6″	77.00	25.75
156′	87.00	29.00
169′	94.00	31.25
201′ 6″	112.00	37.25
234′	130.50	43.50
266′ 6″	148.50	49.50
299′	166.50	55.50
DOUBLE TOWER		
39′	39.00	13.00
52′	52.00	17.25
71′ 6″	71.50	23.75
84′ 6″	84.50	28.25
104′	99.50	33.25
123′ 6″	115.00	38.25
136′ 6″	126.50	42.25
156′	145.00	48.25
169′	157.00	52.25
201′ 6″	187.00	62.25
234′	217.00	72.25
266′ 6″	247.50	82.50
299′	277.50	92.50

TRACTORS

CRAWLER—GASOLINE ENGINE

From and not including—(drawbar H. P.)	To and including—(drawbar H. P.)	Per month	Per week	Per day
20	33	$200.00	$67.00	$10.50
33	41	265.00	88.00	22.00
41	52	315.00	105.00	26.00
52	66	390.00	130.00	32.00
66	85	425.00	142.00	35.00
85	105	500.00	167.00	42.00

[Above table amended by Am. 11, 8 F.R. 12544 effective 9-16-43]

CRAWLER—DIESEL ENGINE

not including—(drawbar H. P.)	To and including—(drawbar H. P.)	Per month	Per week	Per day
20	33	$263.00	$90.00	$22.00
33	41	325.00	108.00	27.00
41	46	360.00	120.00	30.00
46	52	410.00	137.00	34.00
52	62	475.00	158.00	40.00
62	72	550.00	183.00	46.00
72	89	645.00	215.00	54.00
89	135	775.00	258.00	65.00

4-WHEELED, RUBBER TIRED—GASOLINE ENGINE

From and not including—(brake H. P.)	To and including—(brake H. P.)	Per month	Per week	Per day
10	16	$63.00	$21.00	$5.25
16	24	90.00	30.00	7.50
24	33	117.00	39.00	9.75
33	45	135.00	45.00	11.25
45	50	153.00	51.00	12.75
50	60	192.00	64.00	16.00
60	75	232.00	77.25	19.25

4-WHEELED, RUBBER TIRED—DIESEL

From and not including—(belt H. P.)	To and including—(belt H. P.)	Per month	Per week	Per day
38	47	$175.00	$58.25	$14.50
47	50	224.00	74.75	18.75
50	60	250.00	83.25	20.75
93	103	530.00	175.00	45.00
103	115	735.00	245.00	60.00
140	160	855.00	285.00	70.00
190	210	1,200.00	400.00	100.00

2-WHEELED, RUBBER TIRED—DIESEL POWERED

From and not including—(brake H. P.)	To and including—(brake H. P.)	Per month	Per week	Per day
80	100	$710.00	$236.00	$59.00
145	160	780.00	260.00	65.00
130	145	1,290.00	430.00	107.00
195	210	1,385.00	461.00	115.00
180	195	1,675.00	558.00	139.00

TRACTOR TRAILER UNITS

2 Wheeled Tractor With 2 Wheeled Cable Scraper

Tractor		Scraper				Per month	Per week	Per day
		Struck		Heaped				
From and not including—(engine H P)	To and including—(engine H P)	From and not including—(cu yds)	To and including—(cubic yards)	From and not including—(cu yds)	To and including—(cubic yards)			
85	105	6	10	9	13	$1 100 00	$367 00	$92 00
145	165	10	14	13	17	1 270 00	423 00	106 00
135	145	13	17	17	21	2 000 00	667 00	166 00
195	205	13	17	17	21	2 150 00	717 00	179 00
195	205	16	20	21	25	2 370 00	790 00	197 00
185	195	21	25	28	32	2,580 00	860 00	215 00

4 Wheeled Tractor With Cable Scraper

Tractor (engine H P)	Scraper				Per month	Per week	Per day
	Struck		Heaped				
	From and not including—(cu yds.)	To and including—(cu yds)	From and not including—(cu yds)	To and including—(cu yds)			
103 to 111—Gas, inclusive	5 0	8.75	7.5	11 0	$1 000 00	$330 00	$80 00
103 to 111—Diesel, inclusive	5 0	8 75	7 5	11 0	1 100 00	360 00	91 00
94 to 102—Diesel, inclusive	6 0	10 5	9 0	13 0	950 00	317 00	79 00
103 to 111—Gas, inclusive	8 75	11 0	11 0	14 0	1 100 00	577 00	91 00
103 to 111—Diesel, inclusive	8 75	11 0	11 0	14 0	1 275 00	425 00	103 00
70 to 95—Gas, inclusive	5 5	8.5	6 5	9 5	830 00	277 00	69 00
70 to 95—Diesel inclusive	5 5	8 5	6 5	9 5	975 00	325 00	80 00

4 Wheeled Tractor With Hydraulic Scraper

Tractor (engine H P)	Scraper		Per month	Per week	Per day
	Struck—(cu yds)	Heaped—(cu yds)			
94 to 102 Diesel inclusive	6 to 11, inclusive	9 to 13, inclusive	$9 0 00	$317 00	$79 00

2 Wheeled Tractor—Dump Trailer

Tractor (engine H P)	Wagon				Per month	Per week	Per day
	Struck		Heaped				
	From and not including—(cu yds)	To and including—(cu yds)	From and not including—(cu yds)	To and including—(cu yds)			
80 to 100, inclusive	7 5	11 5	10	14	$1,210 00	$403 00	$101 00
130 to 160 inclusive	19	23	23	32	2 850 00	781 00	193 00
180 to 200, inclusive	24	28	33	37	2 910 00	970 00	242 00

TRACTOR TRAILER UNITS—Con

4 Wheeled Tractor—Dump Trailer—Gasoline Powered

Wagon Struck		Per month	Per week	Per day
From and not including—(cu yds)	To and including—(cu yds)			
--	11	$900 00	$300 00	$75 00
11	16	1 150 00	380 00	95 00
16	20	1,750 00	580 00	145 00
20	24	1 850 00	650 00	162.00

4 Wheeled Tractor—Dump Trailer—Diesel Powered

Wagon Struck		Per month	Per week	Per day
From and not including—(cu yds)	To and including—(cu yds)			
--	8½	$775 00	$258 00	$63 00
8½	11	1 020 00	340 00	85 00
11	16	1 220 00	410 00	102 00
16	20	1 050 00	650 00	162.00
20	24	2,060 00	687 00	172.00

CRAWLER TRACTOR ACCESSORY WINCH

	Per month	Per week	Per day
For any size tractor single drum	$50 00	$17 00	$4 50
For any size tractor double drum	75 00	25 00	6.50
For any size tractor four drum	100 00	33 00	13 00

[Above table heading amended by Am 10 9 FR 12636 effective 10-24-44]

TRENCHING MACHINES

Ladder and Vertical Boom Type—Gasoline Engine Driven

Maximum manufacturer's ratings (depth)		Maximum manufacturer's ratings (width)		Per month	Per week	Per day
From and not including—(feet)	To and including—(feet)	From and not including—(inches)	To and including—(inches)			
--	10	8	42	$675	$225	$59
10	14	10	30	830	276	69
10	14	30	42	943	314	79
14	17	18	54	1 282	427	107
17	21	20	52	1,600	533	133
21	26	20	52	2,600	867	217

TRENCHING MACHINES—Con

Ladder and Vertical Boom Type—Diesel Engine Driven

Maximum manufacturer's ratings (depth)		Maximum manufacturer's ratings (width)		Per month	Per week	Per day
From and not including—(feet)	To and including—(feet)	From and not including—(inches)	To and including—(inches)			
--	10	8	42	$776	$259	$65
10	14	10	30	895	298	75
10	14	30	42	1 040	347	87
14	17	18	54	1 410	470	118
17	21	20	52	1 757	586	147
21	26	20	52	2 796	932	233

Wheel Type—Gasoline Engine Driven

Max Mfrs. Ratings Depth		Per month	Per week	Per day
From and not including—(feet)	To and including—(feet)			
3½ --	5	$375 00	$125 00	$31 00
5	5½	600 00	200 00	50 00
5½	6½	1 000 00	333 00	83 00
6½ --	8½	1,460 00	483 00	121 00

Wheel Type—Diesel Engine Driven

Maximum manufacturer's ratings (depth)		Per month	Per week	Per day
From and not including—(feet)	To and including—(feet)			
3½	5	$451 00	$150 25	$37 50
5	5½	663 00	221 25	55 00
5½	6½	1 105 00	368 25	92.00
6½	8½	1 545 00	515 00	128 75

VIBRATORS—CONCRETE

Electric & Hydraulic Powered

From and not including (H P)	To and including (H P)	Shaft length—feet	Per month	Per week	Per day
--	5	32	$22 00	$7 25	$1 75
5	10	33	30 00	10 00	2 50
10	15	38	40 00	13 25	3 25
15	25	38	45 00	15 00	3 75
25	40	38	60 00	19 75	4 25
40	60	38	70 00	23 00	5 75

VIBRATORS—CONCRETE—Continued

GASOLINE POWERED

From and not including (H. P.)	To and including (H. P.)	Shafting length—feet	Per month	Per week	Per day
	1½	28	$35.00	$11.75	$3.00
1½	2½	32	45.00	15.00	3.75
2½	3½	38	55.00	18.25	4.50
3½	4½	46	60.00	20.00	5.00
4½	6	46	70.00	23.00	5.75

All above gasoline driven units include vibrator heads.

PNEUMATIC POWERED—FLEXIBLE TYPE

From and not including—	To and including—	Per month	Per week	Per day
20 lbs	35 lbs	$30.00	$10.00	$2.50
35 lbs	65 lbs	40.00	13.25	3.25
65 lbs	115 lbs	50.00	16.75	4.25

PNEUMATIC POWERED—RIGID TYPE

	Per month	Per week	Per day
All sizes	$50.00	$16.75	$4.25

[Above table heading amended by Am. 11, 8 F.R. 12544, effective 9-16-43]

WAGONS—CRAWLER

DIRECT HITCH—BOTTOM DUMP

Heaped capacity		Per month	Per week	Per day
From and not including—(cu. yds.)	To and including—(cu. yds.)			
	6½	$165.00	$55.00	$13.75
6½	9½	200.00	67.00	16.75
9½	12½	240.00	80.00	20.00
12½	14½	260.00	87.00	22.00
14½	20½	370.00	123.00	31.00

DIRECT HITCH—HYDRAULIC SIDE DUMP

Heaped capacity		Per month	Per week	Per day
From and not including—(cu. yds.)	To and including—(cu. yds.)			
	12	$310.00	$103.00	$26.00
12	15	400.00	133.00	33.00
15	18	475.00	158.00	40.00

DIRECT HITCH—MANUAL SIDE DUMP

Heaped capacity		Per month	Per week	Per day
From and not including—(cu. yds.)	To and including—(cu. yds.)			
	12	$235.00	$78.00	$19.50
12	15	300.00	100.00	25.00
15	18	355.00	118.00	30.00

WELDING MACHINES

A. C. ARC

From and not including—(amperes)	To and including—(amperes)	Per month	Per week	Per day	From and not including—(amperes)	To and including—(amperes)	Per month	Per week	Per day
75	175	$10.75	$3.50	$1.00	450	550	$43.50	$14.50	$3.50
175	275	17.00	5.75	1.50	550	750	77.00	25.75	6.50
275	450	34.00	11.25	2.75	750	1,000	116.00	38.75	9.75

[Table headed. A. C. Arc added by Am. 17, effective 2-1-45]

D. C. ARC—GASOLINE ENGINE DRIVEN

From and not including—(Amperes)	To and including—(Amperes)	Per month	Per week	Per day
	250	$74.00	$25.00	$6.00
250	350	104.00	35.00	8.50
350	500	114.00	38.00	9.50
500	700	174.00	58.00	14.50

D. C. ARC—60 CYCLE ELECTRIC MOTOR DRIVEN

From and not including—(Amperes)	To and including—(Amperes)	Per month	Per week	Per day
	250	$35.00	$12.00	$3.00
250	350	47.00	16.00	4.00
350	500	56.00	19.00	4.50
500	700	74.00	25.00	6.00

D. C. ARC—25 CYCLE ELECTRIC MOTOR DRIVEN

From and not including—(Amperes)	To and including—(Amperes)	Per month	Per week	Per day
	250	$41.00	$14.00	$3.50
250	350	56.00	19.00	4.50
350	500	65.00	22.00	5.50
500	700	86.00	29.00	7.00

D. C. ARC—D. C. ELECTRIC MOTOR DRIVEN

From and not including—(Amperes)	To and including—(Amperes)	Per month	Per week	Per day
	250	$47.00	$16.00	$4.00
250	350	65.00	22.00	5.50
350	500	76.00	25.00	6.50
500	700	101.00	34.00	8.50

D. C. ARC—DIESEL ENGINE DRIVEN

	Per month	Per week	Per day
350 Amperes and under	$163.00	$54.00	$13.50
Over 350 Amperes to 500 Amperes, inclusive	194.00	65.00	16.00

The above rates cover skid or wheel mountings without brakes or springs.

No additional charge to the above rates may be made for helmets, holders, 60 ft. of ground and welding cable when required by the lessee.

When additional cable in excess of 60' is required or when cable is rented separately, the rental charge per foot shall not exceed $0.07 per month, $0.025 per week, $0.005 per day.

NOTE.—For mountings other than skid or wheel without springs or brakes add the following:

	Per month	Per week	Per day
Wheels with springs	$8.00	$2.75	$0.75
Wheels with springs and brakes	13.00	4.25	1.00

OXY-ACETYLENE WELDING AND CUTTING EQUIPMENT

The maximum monthly rental rate for oxy-acetylene welding and cutting outfits shall not exceed 9% of the highest maximum price established by the Office of Price Administration for the sale to any domestic class of purchasers of the nearest equivalent new outfit. The maximum weekly rate shall not exceed ⅓ and the maximum daily rate 1/12 of the applicable maximum monthly rental rate. For the purposes of this provision, the term "outfit" means a complete working group of equipment comprising gages, torches, tips, blowpipes and hose and also including burning machines, fixtures and other accessories supplied for use in the rental.

[Above paragraph added by Am. 17, effective 2-1-45]

WHEELBARROWS—ALL SIZE TRAYS

	Per month	Per week	Per day
Steel Wheel	$3.00	$1.00	$0.25
Rubber Tired	5.00	2.00	.50

WINCHES—TOWING

For crawler tractor of—		Per month	Per week	Per day
From and not including—(Drawbar horsepower)	To and including—(Drawbar horsepower)			
20	33	$70.00	$23.00	$9.00
36	41	80.00	27.00	7.00
41	52	85.00	28.00	7.00
52	66	90.00	30.00	7.50
66	89	170.00	57.00	14.00
89	145	190.00	63.00	10.00

[Subheading amended by Am. 16, 9 F.R. 12630, effective 10-24-44]

SEC. 16. *Appendix B: Table of rates for dump trucks and truck and trailer mounted equipment*—(a) *Dump trucks: fully-operated basis.* (1) The maximum rental price for any dump truck rented on a fully-operated basis for use on construction or road maintenance work (including other uses to which it may be assigned in the course of a rental that is primarily for construction or road maintenance work), shall be a price calculated on the basis of the hours of actual use of such truck multiplied by an hourly rate which is the sum of (i) the applicable charge per hour, according to the capacity of such truck, set forth in the following schedule, plus (ii) 135% of the hourly wage for the operator of such truck at the rate prevailing on March 31, 1942 in the area of the job site. "Rate" or "rates" as used in this paragraph means the sum of the aforesaid items. Where the rental is on a fully-operated basis excepting only a driver, the maximum rental price may be computed by multiplying the number of hours of actual use by the applicable charge per hour set forth in the following schedule, as an alternative to the method set forth in paragraph (b) (5) of this section.

[Subparagraph (1) amended by Am. 14, 9 F.R. 1321, effective 2-5-44]

SCHEDULE

From and including (cubic yards)	Up to but not including (cubic yards)	Charge per hour (not including operator's wages)		
		A	B	C
	3	$1.50	$1.20	$1.35
3	4	1.80	1.45	1.65
4	5	2.25	1.80	2.05
5	6	2.40	1.95	2.15
6	7	2.65	2.15	2.40
7	8	3.25	2.60	2.95
8	10	3.65	2.95	3.30
10	12	4.40	3.55	3.95
12		4.70	3.75	4.25
Over 12 cubic yards, add for each cubic yard		.30	.20	.25
On all 3 axle, 10 tire trucks with drive on two rear axles, add		.40	.40	.40

[Subheading amended by Am. 14, 9 F.R. 1321, effective 2-5-44]

(2) The capacity of any dump truck shall be the water level capacity as determined by the height of the tail gate or front end, whichever is lower, of the permanent body of the truck: *Provided,* That when necessary to attain such water-level the sides of the truck are brought up to this height, whether by temporary or permanent additions. It shall be a violation of this regulation for any lessor to refuse to supply sideboards, on any type of work where he has customarily supplied the same, in order to obtain greater aggregate rental for his trucks. The capacity of the Boulder type dump truck shall be determined by the manufacturer's rating.

[Subparagraph (2) amended by Am. 14, 9 F.R. 1321, effective 2-5-44]

(3) Column A rates apply where the loading is performed by power loading devices except where the material is processed sand, gravel, crushed stone, or other processed materials in stock piles at a commercial producing plant, at point of construction or at an intermediate point of transfer. A hopper, chute, bunker, or conveyor shall not be deemed to be a power loading device.

Column B rates apply where the loading is performed by hand and where the average mileage of the vehicle does not exceed 8 miles per hour for the period of time the vehicle is in use each day.

Column C rates apply where transportation or loading is performed under conditions other than those described for application of Column A or B rates. Column C rates apply where the loading is by hopper, chute, bunker, or conveyor.

(4) On any job where the lessee finds it impossible or impracticable, because of the shifting of trucks from one type of loading to another, to calculate the rental according to the several services rendered by each truck, the lessee may pay, as a maximum rental price for the job, a price calculated on the basis of any rate, or combination of rates, which do not exceed the applicable rates set forth in Column A above.

(5) Irrespective of the basis of contract, in no event shall any rental paid or received for dump trucks exceed the maximum rental permitted by application of the foregoing hourly rates.

(6) In every instance, the foregoing maximum hourly rates shall apply irrespective of the length of time that a truck is on the job, except that where the lessor is required to pay his truck operator overtime wages on any job because of overtime operation of the truck, there may be added to the maximum rental the dollar amount, determined according to wage rates in effect on March 31, 1942, of so much of the excess of overtime wages over straight time wages as is actually paid the operator plus payroll taxes and insurance because of overtime operation of the truck.

[Subparagraph (6) amended by Am. 15, 9 F.R. 4396, effective 4-23-44]

(7) In every instance, rental for any dump truck rented on a fully operated basis shall be calculated, in accordance with this paragraph, as beginning not sooner than the time the truck arrives on the job ready for use and as ending when the truck is finally released on the job for return to the lessor, except that where the truck must be moved daily to and from the job, the lessor may charge the lessee an additional hour's rent at the applicable maximum rate for each day that the truck is moved to and from the job.

[Subparagraph (7) amended by Am. 14, 9 F.R. 1321, effective 2-5-44]

(8) The Office of Price Administration, or any Regional Office of the Office of Price Administration, or any district office duly authorized by a Regional Office, may authorize for a particular job, an increase in the rental provided by the foregoing hourly rates, not exceeding 10% of the applicable maximum, where the lessor, prior to charging the higher rental, has satisfactorily shown that his equipment is to be used on such job more than 25 miles from his yard and that his costs will be materially increased by reason of such use.

(9) The Office of Price Administration may at any time by order authorize maximum rental rates for dump trucks rented on a fully operated basis, other than those provided by this paragraph, applicable to any group of lessors, or all lessors, for (i) a designated geographical area, or (ii) a specified type of work.

(10) The following sections of the regulation, where relevant, shall apply to dump trucks rented on a fully operated basis: sections 1, 4, 5 (f) 7, 8, 9, 10, 11 and 12.

[Subparagraph (10) amended by Am. 12, 8 F.R. 13127, effective 9-30-43]

(b) *Dump trucks; bare basis.* (1) The maximum rental price for any dump truck rented on a bare basis for use on construction or road maintenance work (including other uses to which it may be assigned in the course of a rental that is primarily for construction or road maintenance work), shall be a price calculated on the basis of a monthly rate equal to the applicable percentage, according to the value of such truck as set forth in the schedule below, of the highest maximum price (exclusive of any allowance for storage and maintenance) established by any regulation issued by the Office of Price Administration for the sale to any domestic class of purchasers of the nearest equivalent new dump truck, or the nearest equivalent new truck chassis and the nearest equivalent new extra, special, or optional equipment which may have been added to complete the truck. The maximum rate per week shall not exceed ⅓ of the maximum rate per month; the maximum rate per day shall not exceed 1/12 of the maximum rate per month.

[Subparagraph (1) amended by Am. 14, 9 F.R. 1321, effective 2-5-44]

SCHEDULE

Maximum price of truck, chassis and equipment	A	B	C
	Percent	*Percent*	*Percent*
Up to and including $4,000.00	9	7	8
Over $4,000.00 to $8,000.00	8	6.5	7
Over $8,000.00	7	5.5	6.5
Half-track dump trucks	9	8	7

(2) Determination of truck capacities and application of the foregoing rates shall be governed by the provisions of paragraphs (a) (2) (3) (4) and (9) of this section.

[Subparagraph (2) amended by Am. 11, 8 F.R. 12344, effective 9-16-43]

(3) In every instance, rental for dump trucks leased on a bare basis shall be calculated as beginning at the time trucks are delivered into possession of the lessee, and as terminating at the time when trucks are delivered back into the possession of the lessor.

(4) The following sections of the regulation, where relevant, shall apply to, and govern, the rental of dump trucks rented on a bare basis: sections 1, 2, 3, 4, 7, 8, 9, 10, 11 and 12.

(5) Maximum charges for partial operating and maintenance services supplied by lessors in connection with the rental of dump trucks, not amounting to a fully operated service, shall be charges

established in accordance with the applicable provisions of section 5.

(c) *Truck and trailer mounted equipment.* (1) The maximum rental price for any combination machine consisting of any construction or road maintenance equipment mounted on automotive trucks or trailers and rented on a bare basis shall be a price calculated on the basis of a monthly rate which shall be equal to the sum of the following: (i) the maximum monthly rental rate for such equipment in accordance with section 15, Appendix A, and (ii) a maximum monthly rental rate for the truck or trailer equal, for trucks to 7% and for trailers to 5½%, of the highest maximum price established by any regulation issued by the Office of Price Administration for the sale, to any domestic class of purchaser, of the nearest equivalent new truck or trailer or the nearest equivalent new truck or trailer chassis and the nearest equivalent new extra special, or optional equipment which may have been added to complete the rented truck or trailer. Maximum weekly rental rates shall not exceed ⅓, and maximum daily rates shall not exceed 1/12, of the foregoing maximum monthly rates.

(2) Maximum charges for operating and maintenance services supplied by lessors in connection with rental of truck or trailer mounted equipment, whether amounting to a fully, or partially, operated service shall be charges established in accordance with the applicable provisions of section 5.

(3) The following sections of the regulation shall, where relevant, apply to, and govern, the rental of truck or trailer mounted equipment, whether on a bare, or a fully or partially operated, basis: sections 1 to 12, inclusive.

SEC. 17. *Appendix C: Form for applications for adjustment.*

Form OPA 694:178b — Form Approved Budget Bureau No. 08-R-387

UNITED STATES OF AMERICA

OFFICE OF PRICE ADMINISTRATION

WASHINGTON, D. C.

Application for adjustment of maximum prices for operating and maintenance services and repair and rebuilding services under Maximum Price Regulation 134.

Company Name _____

Address _____

(Street) (City) (State)

The following facts are furnished to the Office of Price Administration in support of this application:

1. General description of company's business.
2. Type of service for which price increase is requested.
3. Describe war or civilian need of the service.
4. State, on a separate sheet, the reasons for the requested price increase.
5. State the names and addresses of competitors in your region rendering the same services and state the prices or rates charged by each.
6. File the following information for the service described in Item 2 above.

(a) Price or rate March 31, 1942____ $_____
Present price or rate_____ $_____
Requested price or rate_____ $_____
Per _____

Service unit (machine hour, man hour, etc.)

(b)

	Year ended ____194__	Year ended ____194__	__months ending ____194__
Total number of service units including those not billed			
Number of service units billed			
Dollar amount of service billings			

7. Costs per service.

	Ceiling date March 31, 1942	Current date (month) 194__	Basis of allocation (specify below)
Direct labor			xxx
Shop overhead			
Administrative expense			
Selling expense			
Other expense (specify)			
Total cost per service unit			xxx
Average hourly wage rate, exclusive of overtime, for direct labor engaged in this service			xxx
Average number of hours worked per man per week (Direct labor only)			xxx

Important. If you have submitted any of the following information on Office of Price Administration Financial Report Forms A and B for certain periods or have reported the same on a previous application for adjustment of a maximum price, you may omit these periods in your present report. In the case of a subsidiary wholly owned by a parent corporation, the financial data should be submitted for the parent corporation.

8. Submit balance sheets and profit and loss statements for the years 1941, 1942, 1943 and the most recent accounting period in 1944 or ensuing years.

NOTE: Each profit and loss statement must contain a detailed breakdown of cost of goods sold, administrative expenses, selling expenses, and officers' salaries including the number of officers.

9. Financial data, 1936–1940.

NOTE: The filing of the financial data designated in this item is optional. Should the applicant prefer, this information will be obtained by the Office of Price Administration directly from the Bureau of Internal Revenue.

Either submit balance sheets and profit and loss statements for the years 1936–1940, or fill in the following condensed table:

	1936	1937	1938	1939	1940
Net sales					
Cost of goods sold					
Gross profit					
Administrative expenses					
Selling expenses					
Net operating profit					
Other income less other expenses					
Net profit before income taxes					
Debt (except current) at end of year					
Net worth at end of year					

10. Are the salaries and wages of all your employees in compliance with the maximum established by the Office for Economic Stabilization? _____ If "No," state exceptions: _____
Yes or No

_____
Applicant

By_____

_____
Title

I certify that the facts contained in the above application are true and correct.

_____
Signature

[Section 17 added by Am. 17, effective 2-1-45]

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 January 1945.

CHESTER BOWLES,
Administrator

[F. R. Doc. 45-881; Filed, Jan. 13, 1945; 11:47 a.m.]

PART 1450—TRANSPORTATION

[MPR 566, Amdt. 1]

RATES OF CONTRACT CARRIERS BY TANK TRUCKS

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 the first sentence of section 9 (b), immediately after the phrase "Office of Price Administration", the phrase "or any regional office thereof" is inserted.

This amendment shall become effective January 18, 1945.

Issued this 13th day of January 1945.

CHESTER BOWLES,
Administrator

[F. R. Doc. 45-882; Filed, Jan. 13, 1945; 11:47 a.m.]

PART 1499—COMMODITIES AND SERVICES

[RMPR 165,[1] Amdt. 1 to Supp. Service Reg. 42]

CHARGES FOR CITRUS FRUIT PACKING SERVICES IN THE STATE OF FLORIDA

A statement of the considerations involved in the issuance of this amendment has been filed with the Division of the Federal Register.* For the reasons set forth in that statement, and under the authority vested in the Price Administrator by the Emergency Price Control Act of 1942, as amended, the Stabilization Act of 1942, as amended, and Executive Orders Nos. 9250 and 9328, this amendment is hereby issued.

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

[1] 9 F.R. 7439, 9107, 9411.

Section 1499.675 (a) of Supplementary Service Regulation 42 to RMPR 165 is amended in the following respects:

1. The table in subparagraph (1) (i) is amended by the addition of the following item, to appear as the fifth line:

(i) *Oranges.*

Container type	Maximum increase permitted through Jan. 31, 1945 (basis: standard 1⅗ bushel box)	Maximum increase permitted on and after Feb. 1, 1945 (basis: standard 1⅗ bushel box)
10 lb. bag	$0.034 (basis: $0.27 per 1⅗ bu.).	$0.0275 (basis: $0.22 per 1⅗ bu.).

2. Subparagraph (1) (iii) is amended to read as follows:

(iii) *Tangerines.*

Container type	Maximum increase permitted through Jan. 31, 1945 (basis: standard 1⅗ bushel box)	Maximum increase permitted on and after Feb. 1, 1945 (basis: standard 1⅗ bushel box)
⅘ bu. nailed box or ⅘ bu. wire-bound box	$0.21 (basis: $0.42 per 1⅗ bu.).	$0.19 (basis: $0.38 per 1⅗ bu.).

3. The table in subparagraph (2) (i) is amended by the addition of the following item, to appear as the fifth line:

(i) *Oranges.*

Container type	Maximum increase permitted through Jan. 31, 1945 (basis: standard 1⅗ bushel box)	Maximum increase permitted on and after Feb. 1, 1945 (basis: standard 1⅗ bushel box)
10 pound bag	$0.034 (basis: $0.27 per 1⅗ bu.).	$0.0275 (basis: $0.22 per 1⅗ bu.).

4. Subparagraph (2) (iii) is amended to read as follows:

(iii) *Tangerines.*

Container type	Maximum increase permitted through Jan. 31, 1945 (basis: standard 1⅗ bushel box)	Maximum increase permitted on and after Feb. 1, 1945 (basis: standard 1⅗ bushel box)
⅘ bu. nailed box or ⅘ bu. wire-bound box.	$0.1575 (basis: $0.315 per 1⅗ bu.)	$0.1375 (basis: $0.275 per 1⅗ bu.).

5. A new subparagraph (5) is added to read as follows:

(5) Notwithstanding any other provision of this regulation, any seller of citrus fruit packing services located in the State of Florida who did not supply or offer to supply such services during March 1942 and who began to supply or offer to supply such services before the effective date of this regulation, shall take as his own maximum prices for such services the maximum prices established under this regulation for his "closest competitor" (as that term is defined in RMPR 165)

This amendment shall become effective as of September 1, 1944, and shall expire on July 31, 1945.

Issued this 13th day of January 1945.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 45-835; Filed, Jan. 13, 1945; 11:48 a. m.]

PART 1305—ADMINISTRATION

[Rev. Gen. RO 3A,[1] Amdt. 2]

RATION BANKING: DEPOSITORS

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

Section 4.6 of Revised General Ration Order No. 3A is amended to read as follows:

SEC. 4.6. *What checks to be certified.* Only checks which are specifically required by the Office of Price Administration to be certified, shall be certified or confirmed.

This amendment shall become effective January 19, 1945.

(Pub. Laws 421, 507 and 729, 77th Cong., E.O. 9125, 7 F.R. 2719; WPB Dir. 1, 7 F.R. 562)

Issued this 15th day of January 1945.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 45-952; Filed, Jan. 15, 1945; 11:49 a. m.]

PART 1305—ADMINISTRATION

[Gen. RO 5, Corr. to Amdt. 7 to Supp. 1[2]]

FOOD RATIONING FOR INSTITUTIONAL USERS

Section 1305.203 (c) is corrected by changing the line which reads "Sugar ------ 0.3 pound" to read as follows: "Sugar ------ .03 pound."

This correction shall become effective as of December 26, 1944.

Issued this 15th day of January 1945.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 45-954; Filed, Jan. 15, 1945; 11:49 a. m.]

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

[RPS 32,[3] Amdt. 19]

PAPERBOARD SOLD EAST OF THE ROCKY MOUNTAINS

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 32 is amended in the following respects:

1. The pricing table in paragraph (a) of § 1347.61, Appendix A is amended to read as follows:

	Maximum price per ton[1]		
	1 to 3 tons	Over 3 less 10 tons	10 tons or over
Plain chip	$55.00	$52.50	$50.00
News vat lined chip	55.00	52.50	50.00
Filled news	55.00	52.50	50.00
Solid news	57.00	54.50	52.00
White vat lined chip	67.00	64.50	62.00
Mounting board	55.00	52.50	50.00
Chip tube and can stock	57.00	54.50	52.00
Special ammunition chip tube stock (as specified in War Department specification No. AXS-1170)	60.50	58.00	55.50
Special high test ammunition chip stock (as specified in War Department specification No. AXS-1170)	64.50	62.00	59.50

[1] See paragraph (c) for exceptions to quantity differentials.

2. The pricing table in paragraph (b) of § 1347.61 Appendix A is amended to read as follows:

	Maximum price per ton[1]		
	1 to 3 tons	Over 3, less 10 tons	10 tons or over
Single manila lined chip	$67.00	$64.50	$62.00
Single jute lined chip	67.00	64.50	62.00
Mill gray lined chip	67.00	64.50	62.00
Bleached manila lined chip	69.50	67.00	64.50
Semi-boarding and creasing chip	57.00	54.50	52.00
Full-boarding chip	59.50	57.00	54.50

[1] See paragraph (c) for exceptions to quantity differentials.

3. The pricing table in paragraph (c) of § 1347.61 Appendix A is amended to read as follows:

	Maximum price per ton[1]		
	1 to 3 tons	Over 3 less 10 tons	10 tons or over
Gage list No. 6:			
#1 single white 0.020 and heavier	$82.00	$79.50	$77.00
#1 single white 0.018	84.50	82.00	79.50
#1 single white 0.016	87.00	84.50	82.00
#1 single white 0.015	89.50	87.00	84.50
#1 single white 0.014	92.00	89.50	87.00
Gage list No. 7:			
#1 double white 0.020 and heavier	104.50	102.00	99.50
#1 double white 0.018	109.50	107.00	104.50
#1 double white 0.016	114.50	112.00	109.50
#1 double white 0.015	117.00	114.50	112.00
#1 double white 0.014	119.50	117.00	114.50

[1] See paragraph (c) for exceptions to quantity differentials.

4. Section 1347.62 Appendix B (a) is amended to read as follows:

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

[1] 8 F.R. 11669, 13738.

[2] 8 F.R. 10003, 11479, 11480, 11676, 12403, 12483, 12744, 14472, 15438, 16767, 17495; 9 F.R. 401, 455, 692, 1810, 2212, 2252, 2257, 2470, 2709, 3030, 3075, 3677, 3701, 4198, 4393, 4647, 4673, 5041, 5239, 5634, 5820, 5915, 6103, 6504, 6639, 7167, 7260, 7703, 7770, 8242, 8313.

[3] 9 F.R. 3331, 5482, 7261, 8061, 9616, 11004.

(a) *Liners—0.016.*

	Price per M square feet
0.016—42 lb. Fourdrinier Kraft—100 lb. Test	$1.32
0.016—47 lb. Fourdrinier Kraft—105 lb. Test	1.48
0.016—50 lb. Fourdrinier Kraft—110 lb. Test	1.58
0.016—52 lb. Fourdrinier Kraft—110 lb. Test	1.64
0.016—52-58 lb. Cylinder Kraft—115 lb. Test	1.82
0.016—56 lb. Fourdrinier Kraft—115 lb. Test	1.90
0.016—56-68 lb. Jute—85 lb. Test to less than 110 lb. Test	1.98
0.016—56-68 lb. Jute—70 lb. Test to less than 85 lb. Test	1.90
0.016—56-68 lb. Jute—less than 70 lb. Test, per ton	59.50

5. Section 1347.62 Appendix B (b) is amended to read as follows:

(b) *Liners heavier than 0.016.*

	Price per M square feet
0.023—72 lb. Fourdrinier Kraft—135 lb. Test	$2.27
0.030—90 lb. Fourdrinier Kraft—140 lb. Test	2.84
0.030—90-104 lb. Cylinder Kraft—135 lb. Test	2.88
0.030—90-106 lb. Cylinder Kraft—150 lb. Test	3.00
0.030—90-106 lb. Cylinder Kraft—170 lb. Test	3.12
0.030—95-110 lb. Jute—135 lb. Test to less than 150 lb. Test	3.41
0.030—95-110 lb. Jute—less than 135 lb. Test, per ton	59.50

6. Section 1347.62 Appendix B (c) is amended to read as follows:

(c) *Liners lighter than 0.016.*

	Price per M square feet
0.009—32 lb. Fourdrinier Kraft—75 lb. Test	$1.09
0.012—33 lb. Fourdrinier Kraft—75 lb. Test	1.04
0.012—48-52 lb. Jute	1.68
0.014—38 lb. Fourdrinier Kraft—85 lb. Test	1.20
0.014—43 lb. Fourdrinier Kraft—100 lb. Test	1.35

7. Section 1347.62 Appendix B (d) is amended to read as follows:

(d) *Corrugating grades.*

	Price per M square feet
0.009—30-34 lb. Strawboard	$1.00
0.009—26 lb. Fourdrinier Kraft	.82
0.009—26 lb. Chestnut	78
0.009—25-30 lb. Bogus Corrugating Material	.93
0.009—26 lb. Canadian Sulphite and Groundwood	78

8. Section 1347.62 Appendix B (e) is amended to read as follows:

(e) *Chip for use in innerpacking, single face rolls or containers.*

	Price per ton
0.007—21 lb. up to 0.016	$52.50
0.017 and heavier	50.00

This amendment shall become effective January 20, 1945.

(36 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong., E.O. 9250, 7 F.R. 7871, E.O. 9328, 8 F.R. 4681)

Issued this 15th day of January 1945.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 45-956; Filed, Jan. 15, 1945; 11:50 a. m.]

PART 1351—FOOD AND FOOD PRODUCTS

[2d RMPR 270,[1] Amdt. 7]

DRY EDIBLE BEANS AND CERTAIN OTHER DRIED FOOD COMMODITIES

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

Second Revised Maximum Price Regulation No. 270 is amended in the following respects:

1. Section 1 (b) is amended by adding the words "dry lentils, both domestic and imported"

2. Section 3 (a) is amended by adding Table III to read as follows:

TABLE III—DOMESTIC DRY LENTILS

Domestic dry lentils, all grades and varieties	$8.05 per cwt.

3. Section 4 (c) is amended by inserting immediately after the words "with respect to dry edible beans" the words "and dry lentils"

This amendment shall become effective January 15, 1945.

Issued this 15th day of January 1945.

CHESTER BOWLES,
Administrator

For the reasons set forth in this statement of considerations accompanying the foregoing amendment I approve the price established for dry lentils and find that it is necessary in order to correct a gross inequity.

FRED M. VINSON,
Economic Stabilization Director

Approved: January 11, 1945.

MARVIN JONES,
War Food Administrator

[F. R. Doc. 45-951; Filed, Jan. 15, 1945; 11:48 a. m.]

PART 1351—FOOD AND FOOD PRODUCTS

[RPS 50,[2] Amdt. 11]

GREEN COFFEE

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

Revised Price Schedule 50 is amended in the following respects:

1. The tables of prices appearing in § 1351.1 (c) are amended by adding under the appropriate headings the following prices:

COUNTRY AND PRICE IN CENTS PER POUND, EX DOCK NEW YORK CITY

PERNAMBUCO—BAHIA

	Bahia Soft
2's	¢0.13
3	.12¾
4	.12¼
5	.12

ECUADOR

Extra Superior Unwashed Peaberry	.11¾
Superior Unwashed	.10

GUATEMALA

Washed Robusta	.12

HONDURAS

Hard Bean or Better	.16
Corriente 5's Sweet	.11⅞

MEXICO

Oaxaca Genuine Pluma	.16
Tapachula High Grown	.16

ABYSSINIA

Djimmah	.13

MADAGASCAR

Natural Robusta	10½

PRICE IN CENTS PER POUND, EX-RAILROAD CARS OR OTHER TYPE CARRIERS, ANY UNITED STATES POINT OF ENTRY ON MEXICO-UNITED STATES BORDER

MEXICO

Oaxaca Genuine Pluma	¢0.1580
Tapachula High Grown	1613
Tapachula Maragogipe	.1503

2. The text following the tables appearing in § 1351.1 (c) is amended to read as follows:

In all cases the above descriptions apply to the best quality of each type and grade mentioned. The maximum prices for green coffee imported from any other country, or for grades of poorer quality or other descriptions than those named, shall be determined by applying the customary trade differentials in effect prior to December 8, 1941 to the maximum prices specifically set forth in this paragraph.

For aged grades of "extra superior" quality of Washed Cucuta Excelso, Washed Bucaramanga Excelso and Washed Maracaibo only a premium may be added to the maximum price named in § 1351.1 (c) for the same growth not exceeding the premium obtained for the same grade and quality of such growth of coffee between August 1, 1941 and December 8, 1941. In no event may the premium exceed 3¼ cents per pound

Any premium added in accordance with the provisions of the foregoing paragraph must be stated separately on the sales contract and invoice and shall be reported within 15 days after a sale to the Imported Foods Section, Office of Price Administration, Washington, D. C., with sufficient facts showing that it does not exceed the premium obtained for the same grade and quality between August 1, 1941 and December 8, 1941.

3. Section 1351.1 (g) is amended to read as follows:

(g) On sales of green coffee (other than a sale to the Importer thereof, or a sale by the Exporter's Agent) there may be added to the prices set out above an amount not in excess of the following:

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

[1] 9 F.R. 9261, 10876, 12129, 14106.

[2] 7 F.R. 1305, 2132, 2945, 5462, 6387, 6685, 8948, 10471; 8 F.R. 5477, 13024; 9 F.R. 901, 1598, 7261.

In lots of 26 bags or more—2% of the specific prices set out in paragraph (c).

In lots of 5 to 25 bags, inclusive—3% of the specific prices set out in paragraph (c).

In lots of 4 bags or less—7½% of the specific prices set out in paragraph (c).

NOTE: The reporting and recording provisions of this amendment are approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

This amendment shall become effective January 15, 1945.

Issued this 15th day of January 1945.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 45-955; Filed, Jan. 15, 1945; 11:50 a. m.]

PART 1377—WOODEN CONTAINERS

[MPR 424,[1] Amdt. 4]

TIGHT COOPERAGE STOCK AND SAWED TIGHT COOPERAGE

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 424 is amended in the following respects:

1. In section 3, paragraph (b) is amended to read as follows:

(b) *Products covered.* The term "tight cooperage stock" as used in this regulation covers all staves, headings and cooperage dowels, both finished and unfinished, including sawed, bucked, rived and split, produced primarily for use in making liquid tight barrels and kegs of a bilged type and all staves and headings produced as a result of such primary production, as defined in the grading rules of the Associated Cooperage Industries of America, Inc., or in this regulation or by general or individual specifications. Coverage is limited to production in the following states: Alabama, Arkansas, Florida, Georgia, Illinois, Indiana, Kentucky, Louisiana, Maryland, Michigan, Minnesota, Mississippi, Missouri, North Carolina, Ohio, Oklahoma, Pennsylvania, South Carolina, Tennessee, Texas, Virginia, West Virginia and Wisconsin.

The term "sawed tight cooperage" as used in this regulation covers all barrels and kegs made entirely or partially of staves and headings covered by this regulation.

2. In section 18, "Table I—Stock Producing Areas" the states of Michigan, Minnesota and Wisconsin are added to the list of states included in the Upper Area.

*This amendment shall become effective January 20, 1945.

Issued this 15th day of January 1945.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 45-957; Filed, Jan. 15, 1945; 11:50 a. m.]

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

[1] 8 F.R. 9516, 11175; 9 F.R. 3351, 9835.

PART 1394—RATIONING OF FUEL AND FUEL PRODUCTS

[RO 5C, Amdt. 171]

MILEAGE RATIONING: GASOLINE REGULATIONS

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

Ration Order 5C is amended in the following respects:

1. Section 1394.8206b (a) (22) is added to read as follows:

(22) After January 31, 1945, any gasoline deposit certificate issued on Form OPA R-568.

2. In § 1394.8206b (e) the first sentence is amended by substituting the words "ration checks" for the words "gasoline deposit certificates" in the two places they appear.

3. In § 1394.8206b (f) the first sentence is amended by substituting the words "ration checks" for the words "gasoline deposit certificates" in the two places they appear.

4. Section 1394.8206b (h) is added to read as follows:

(h) No depositor shall deposit a gasoline deposit certificate in his account after January 31, 1945.

5. Section 1394.8207 (h) is added to read as follows:

(h) On and after January 26, 1945, no distributor shall transfer or offer to transfer gasoline to any dealer and no dealer shall accept a transfer of gasoline in exchange for any gasoline deposit certificate issued in lieu of inventory coupons on Form OPA R-568.

6. A new § 1394.8215 (g) is added to read as follows:

(g) (1) Immediately upon the close of business on January 25, 1945, each dealer who has in his possession or control gasoline deposit certificates issued to him by a Board in lieu of inventory coupons on Form OPA R-568 shall summarize such gasoline deposit certificates on a summary form (Form OPA R-541) on which no other evidences are listed. On or before January 31, 1945, each dealer shall surrender such gasoline deposit certificates and summary to the Board having jurisdiction over the area in which his place of business is located. The Board shall issue to the dealer in exchange for such gasoline deposit certificates one or more ration checks having a gallonage value equal to the gallonage value of the gasoline deposit certificates so surrendered. However, the Board shall not issue ration checks having a gallonage value in excess of the total gallonage value of the gasoline deposit certificates validly issued to such dealer.

(2) After January 25, 1945, no distributor shall accept from any dealer any gasoline deposit certificate issued on Form OPA R-568, nor shall any distributor make any transfers of gasoline in exchange for such gasoline deposit certificates. On or before January 31, 1945, each distributor shall deposit in appropriate bank accounts maintained by him any such gasoline deposit certificates received by him in exchange for any lawful transfers of gasoline made on or before January 25, 1945.

7. In § 1394.8216 (b) (1) the first sentence is amended to read as follows:

In the event that any dealer or intermediate distributor has in his possession or control (i) any coupon or other evidence which he acquired after September 22, 1942, in exchange for a lawful transfer of gasoline, and which coupon or evidence can no longer be lawfully transferred by him or deposited in a ration bank account at the same unit value which such coupon or other evidence had at the time and place of surrender by a consumer in exchange for a transfer of gasoline, or (ii) inventory coupons lawfully acquired by him before July 15, 1944, or (iii) gasoline deposit certificates lawfully acquired by a dealer or intermediate distributor, the dealer or intermediate distributor shall surrender such coupon or other evidence to the Board having jurisdiction over the area where his place of business is located.

8. Section 1394.8216 (b) (2) is amended as follows:

The first sentence is amended by adding the words "the gallonage value of any gasoline deposit certificate surrendered" between the comma following the word "surrendered" and the word "and" The second sentence is amended by deleting the words "gasoline deposit certificates" The fifth sentence is amended to read as follows: "If the Board finds that the inventory coupons or gasoline deposit certificates, if any, were lawfully acquired by the dealer or intermediate distributor at the unit or gallonage value listed and that, with respect to other coupons or evidences, such coupons or evidences were acquired by the dealer or intermediate distributor at the unit value listed in exchange for a lawful transfer of gasoline, and that there was good reason for the dealer's or intermediate distributor's failure to dispose of the coupons or other evidences within the time prescribed, the Board shall issue a ration check equal in gallonage value to the listed value of the coupons or gasoline deposit certificates surrendered, except that the Board shall not issue a ration check in an amount which would cause the aggregate gallonage value of all ration credits, coupons or other evidences in the possession or control of the dealer or intermediate distributor to exceed the unfilled portion of the registered storage capacity of such dealer or intermediate distributor."

This amendment shall become effective January 19, 1945.

(Pub. Law 671, 76th Cong., as amended by Pub. Laws 89, 421 and 507, 77th Cong., WPB Dir. No. 1, Supp. Dir. No. 1Q, 7 F.R. 562, 9121, E.O. 9125, 7 F.R. 2719)

NOTE: The 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 15th day of January 1945.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 45-953; Filed, Jan. 15, 1945; 11:49 a. m.]

PART 1426—WOOD PRESERVATION AND PRIMARY FOREST PRODUCTS

[2d RMPR 313,[1] Amdt. 1]

VENEER 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.*

Second Revised Maximum Price Regulation 313 is hereby amended in the following respects:

Section 6 of Second Revised Maximum Price Regulation 313 is amended as follows:

1. The undesignated paragraph preceding the Table "Precision Veneer Log Prices" is designated as paragraph (a)

2. Footnote 1 in Table entitled "Precision Veneer Logs Prices" is deleted.

3. The following paragraphs are added to section 6:

(b) *Bolt prices.* Blocks or bolts shorter than 8' in length may be purchased in accordance with the grades and prices set forth in Article III, "Commercial Veneer Logs."

(c) *Yellow poplar aircraft veneer block concentrators.* When No. 1 grade Yellow Poplar veneer blocks are bought from producers and resold in carload quantities to manufacturers of yellow poplar aircraft veneers located in the area described in section 7 (b) who are qualified to purchase precision veneer logs, the manufacturer may apply to the Lumber Branch, Office of Price Administration, Washington 25, D. C., for permission to add 10% to the producer price of the blocks, when purchased from a concentrator. The application must contain the names and addresses of the concentrators and the locations where they operate. Authority will be granted by the Administrator to the manufacturer to buy and to the concentrator to sell at the 10% mark-up. This addition must be shown separately on the invoice. It must not be made on the seller's own production, and no part of the 10% may be passed on to the producer. The permission will be withdrawn if it appears that it has been used to evade this regulation.

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.

This amendment shall become effective January 13, 1945.

Issued this 13th day of January 1945.

JAMES F BROWNLEE,
Acting Administrator

[F R. Doc. 45-899; Filed, Jan. 13, 1945; 4:17 p. m.]

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

[1] 9 F.R. 5344, 14836.

PART 1441—TANNING MATERIALS

[MPR 531,[1] Amdt. 5]

IMPORTED VEGETABLE TANNING MATERIALS

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.*

The last sentence of the introductory paragraph of Appendix A (a) is deleted and the following is inserted in lieu thereof:

The aforesaid increase shall also apply on quebracho extract purchased or produced by an importer prior to December 31, 1944 if the following conditions are met:

I. The importer must be under a firm commitment to deliver said extract to a purchaser.

II. However, said extract must, instead, be diverted and sold at War Production Board request to an industrial user who has low inventories of quebracho extract and with whom the importer has no outstanding commitments for delivery at prices specified below (exclusive of the .75 cent per pound increase). This increase shall not apply to any such sales to persons who purchase for resale without further processing.

III. Said importer must within 15 days after delivery of such diverted extract file a report with the Rubber, Chemicals and Drugs Price Branch, Office of Price Administration, Washington, D. C., showing: quantity diverted and date of delivery thereof; the names and addresses of the persons to whom the extract was shipped and from whom it was diverted; a statement that such diversion was made with War Production Board approval; and the price charged.

IV. Said importer must prior to June 30, 1945 deliver to the purchaser from whom the extract was diverted an equivalent quantity of extract at a price no higher than the applicable price set out below (exclusive of the .75 cent per pound increase).

V Said importer must prior to July 15, 1945 submit to the aforesaid Rubber, Chemicals and Drugs Price Branch, evidence that he has made the delivery specified in IV above (and at the price therein provided).

This amendment shall become effective January 13, 1945.

NOTE: All reporting requirements of this amendment have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Issued this 13th day January 1945.

JAMES F BROWNLEE,
Acting Administrator

[F R. Doc. 45-900; Filed, Jan. 13, 1945; 4:17 p. m.]

Notices

TREASURY DEPARTMENT.

Bureau of Internal Revenue.

[T. D. 5428]

RECORD OF SEIZURE AND SALE OF REAL ESTATE

PUBLIC INSPECTION OF RECORD

Article 80 of Regulations 12 revised October 1, 1920, which article was amended by Treasury Decision 4640 approved April 29, 1936, is further amended as follows:

(A) By changing the period at the end of the first paragraph thereof to a colon and inserting thereafter the following:

Provided, That Record 21, "Record of seizure and sale of real estate", maintained in offices of collectors of internal revenue, shall be open for public inspection in such offices, and a certified or uncertified copy of any such record covering particular property will be furnished by the collector upon application to him and payment of a fee of one dollar.

(B) By striking from the second paragraph the opening words "Internal-revenue officers are hereby prohibited" and inserting in lieu thereof the words "Except as otherwise provided in the preceding paragraph internal-revenue officers are hereby prohibited."

(Sec. 161 of Revised Statutes of U.S., 5 U.S.C., 22)

[SEAL] JOSEPH D. NUNAN, Jr.,
Commissioner of Internal Revenue.

Approved: January 11, 1945.

JOSEPH J. O'CONNELL, Jr.,
Acting Secretary of the Treasury.

[F. R. Doc. 45-855; Filed, Jan. 12, 1945; 3:39 p. m.]

[1] 9 F.R. 4893, 8255, 10264, 11903; 10 F.R. 117.

WAR DEPARTMENT.

[W. D. Circular 1]

WOOL FIELD JACKET

AUTHORIZATION TO OFFICERS TO PURCHASE

(a) The purpose of initially authorizing the wearing by officers of wool field jackets of elastique, barathea, or whipcord, olive drab shade No. 51 (dark shade) was to permit the wearing in the United States, of dark shade jackets by officers who had purchased them while overseas. However, in order to assure maximum conservation of materials and production facilities by the use of existing stocks, authority is granted officers to continue the purchase of dark shade wool field jackets so long as present stocks exist.

(b) Under § 709.1 (c) and paragraph 1c, AR 600-40,[1] officers who have heretofore purchased jackets in the dark shade are permitted to wear them until worn out, and the provisions of those paragraphs will not be construed to prevent the purchase by individual officers under the authorization herein granted.

(c) In the interest of uniformity and standardization, and in conformity with strict adherence to the policy of con-

[1] Whenever changes in design or material of uniforms are prescribed by War Department directives, all personnel affected are authorized to wear out existing articles. Articles procured or manufactured after promulgation of the changes will be of the new type.

servation of materials, it is mandatory that all officers, overseas and within the continental United States, confine themselves to the purchase of the regulation jacket, wool, serge, shade No. 33 (same as for enlisted men) after present stocks of dark shade jackets are exhausted.

(d) Attention is directed to the fact that the wool field jacket is an optional item for officers within the continental United States, and neither its purchase nor wearing is prescribed. (R.S., 161 5 U.S.C. 22) [Sec. IV W.D. Cir. No. 1, 1 Jan. 1945]

[SEAL] ROBERT H. DUNLOP,
Brigadier General,
Acting The Adjutant General.

[F. R. Doc. 45-863; Filed, Jan. 12, 1945; 4:51 p. m.]

DEPARTMENT OF THE INTERIOR.

Bureau of Reclamation.

[No. 4[1]]

YAKIMA PROJECT, WASH.

AMENDMENT OF ANNOUNCEMENT OF ANNUAL WATER RENTAL CHARGES

OCTOBER 28, 1944.

1. Whereas, under Public Notice No. 4, Yakima Project, Roza Division, Washington, "Announcement of Annual Water Rental Charges," dated March 17, 1944, I announced, pursuant to the provisions of article 31 of the contract with the Roza Irrigation District dated December 13, 1935, that water would be furnished if and when available during the irrigation season of 1944 (April 1 to October 31, inclusive) for the irrigation of Roza Irrigation District lands described in paragraph 3 of said announcement at the rates and upon the terms fixed in subparagraph (b) of paragraph 3 thereof, and

2. Whereas, the rates as fixed in said notice did not establish a water rental charge for the delivery of water in excess of 5 acre-feet per irrigable acre, therefore

3. Subparagraph (b) of paragraph 3 of Notice No. 4 dated March 17, 1944, entitled "Announcement of Annual Water Rental Charges," Yakima Project, Roza Division, Washington, is hereby amended to read as follows:

(b) A minimum charge of one dollar and eighty cents ($1.80) per irrigable acre for each irrigable acre of the legal subdivision for which such service is requested for two (2) acre-feet per acre per annum, and payable by the District to the United States in advance of delivery of water. Additional water will be furnished at the following rates payable by the District in advance:

	Per acre-foot
Third acre-foot per acre	$1.35
Fourth acre-foot per acre	1.80
Fifth acre-foot per acre	2.25
Each additional acre-foot per acre	2.70

(Departmental Order No. 1903 of Nov. 17, 1943 (8 F.R. 15872) issued under the act of Dec. 19, 1941, 55 Stat. 842)

[SEAL] F. W. BASHORE,
Commissioner.

[F. R. Doc. 45-868; Filed, Jan. 13, 1945; 11:04 a. m.]

[1] 9 F.R. 3428.

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.

Single Pants, Shirts and Allied Garments, Women's Apparel, Sportswear, Rainwear, Robes and Leather and Sheep-Lined Garments Divisions of the Apparel Industry, Learner Regulations, July 20, 1942 (7 F.R. 4724), as amended by Administrative Order March 13, 1943 (8 F.R. 3079), and Administrative Order, June 7, 1943 (8 F.R. 7690).

Glove Findings and Determination of February 20, 1940, as amended by Administrative Order September 20, 1940 (5 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, July 17, 1944 (9 F.R. 7125).

Textile Learner Regulations, May 16, 1941 (6 F.R. 2446) as amended by Administrative Order March 13, 1943 (8 F.R. 3079).

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 regulations, 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

Boyd Garment Company, Whitehall, Illinois; ladies' wash dresses and sportswear; 35 learners (E); effective January 4, 1945, expiring July 3, 1945.

Dick's Dress Company, 25 Forest Street, Rutland, Vermont; ladies' sportswear; 10 learners (T); effective January 10, 1945, expiring January 9, 1946.

Frances Gee Garment Company, Richmond, Missouri; nurses' uniforms; 10 learners (T); effective January 3, 1945, expiring January 2, 1946.

Grantham Manufacturing Company, Grantham, Pennsylvania; ladies' and junior wash dresses; 10 percent (T); effective January 8, 1945, expiring January 7, 1946.

S. Liebovitz & Sons, Inc., Mont Alto, Pennsylvania; cotton and rayon sport shirts; 10 learners (T); effective January 8, 1945, expiring January 7, 1946.

Mauch Chunk Apparel Company, 268 West Broadway, Mauch Chunk, Pennsylvania; ladies' dresses, housecoats, slacks; 10 learners (T); effective January 4, 1945, expiring January 3, 1946.

I. Taitel & Son, 111 Cherry Street, Scottsburg, Indiana; corduroy and zelan jackets, shirts; 5 learners (T); effective January 7, 1945, expiring January 6, 1946.

GLOVE INDUSTRY

The Trion Company, Trion, Georgia; work gloves; 10 percent (AT); effective January 5, 1945, expiring July 4, 1945.

HOSIERY INDUSTRY

Caldwell Hosiery Mill, Inc., Granite Falls, North Carolina; seamless hosiery; 5 learners (T); effective January 6, 1945, expiring January 5, 1946.

Excel Hosiery Mills, Inc., Union, South Carolina; seamless hosiery; 10 percent (AT); effective January 6, 1945, expiring July 5, 1945.

James Knitting Mills, Inc., Hickory, North Carolina; seamless hosiery; 5 learners (T); effective January 4, 1945, expiring January 3, 1946.

TELEPHONE INDUSTRY

Central Iowa Telephone Company, Rolfe, Iowa; to employ learners as commercial switchboard operators at its Rolfe exchange, located at Rolfe, Iowa; effective January 12, 1945, expiring January 11, 1946.

Seacoast Telephone Company, Myrtle Beach, South Carolina; to employ learners as commercial switchboard operators at its Myrtle Beach exchange, located at Myrtle Beach, South Carolina; effective January 5, 1945, expiring January 4, 1946.

TEXTILE INDUSTRY

Riverside Mill, Augusta, Georgia; map and rug yarn, jute bagging, machine waste; 3 percent (T); effective January 4, 1945, expiring January 3, 1946.

CIGAR INDUSTRY

Florida Cigar Company, P. O. Box 61, Quincy, Florida; cigars; 20 percent (E); hand cigar rolling for a learning period of 960 hours at 30 cents per hour for the first 480 hours and 35 cents per hour for the remaining 480 hours; effective January 4, 1945, expiring July 3, 1945.

Signed at New York, New York, this 10th day of January 1945.

PAULINE C. GILBERT,
Authorized Representative of the Administrator

[F. R. Doc. 45-864; Filed, Jan. 12, 1945; 4:59 p. m.]

LEARNER EMPLOYMENT CERTIFICATES

ISSUANCE TO VARIOUS INDUSTRIES

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

Notice is hereby given that special certificates authorizing the employment of learners at hourly wages lower than the minimum rate applicable under section 6 of the act are issued under section 14 thereof and § 522.5 (b) of the regulations issued thereunder (August 16, 1940, 5 F.R. 2862) to the employers listed below effective as of the date specified in each listed item below.

The employment of learners under these certificates is limited to the terms and conditions as designated opposite the employer's name. These certificates are issued upon the employers' representation that experienced workers for the learner occupations are not available for employment and that they are actually in need of learners at subminimum rates in order to prevent curtailment of opportunities for employment. The certificates may be cancelled in the manner provided for in the regulations and as indicated on the certificate. Any person aggrieved by the issuance of the certificates may seek a review or reconsideration thereof.

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

Studio Laboratories, 234 West Peachtree Street, Atlanta, Georgia; development and printing of photographs; 10 learners; retouchers for a learning period of 400 hours at 30 cents per hour for the first 240 hours and 35 cents per hour for the next 160 hours, effective January 8, 1945, expiring June 11, 1945.

Signed at New York, New York, this 10th day of January 1945.

PAULINE C. GILBERT,
Authorized Representative of the Administrator

[F. R. Doc. 45-865; Filed, Jan. 12, 1945; 4:50 p. m.]

CIVIL AERONAUTICS BOARD.

[Docket No. SA-98]

AIRCRAFT OF U. S. REGISTRY NC 15684

INVESTIGATION OF ACCIDENT OCCURRING NEAR BURBANK, CALIF.

In the matter of investigation of accident involving aircraft of United States Registry NC 25684, which occurred near Burbank, California, on January 10, 1945.

Notice is hereby given, pursuant to the Civil Aeronautics Act of 1938, as amended, particularly section 702 of said act, in the above-entitled, proceeding that hearing is hereby assigned to be held on Wednesday, January 17, 1945, at 10:00 a. m. (p. w. t.) in Room 229, U. S. Post Office and Court House Building, Los Angeles, California.

Dated at Washington, D. C., January 13, 1945.

[SEAL] JOHN M. CHAMBERLAIN,
Presiding Officer.

[F. R. Doc. 45-940; Filed, Jan. 15, 1945; 11:19 a. m.]

FEDERAL POWER COMMISSION.

[Docket No. G-394]

CENTRAL ILLINOIS PUBLIC SERVICE CO.

ORDER FIXING DATE OF HEARING

JANUARY 9, 1945.

In the Matter of Central Illinois Public Service Co, Petitioner, v. Panhandle Eastern Pipe Line Co. and Kentucky Natural Gas Corp., Respondents.

Upon consideration of the amended petition filed September 25, 1944, by Central Illinois Public Service Company (Petitioner), pursuant to the provisions of section 7 of the Natural Gas Act, as amended (superseding its prior petition and supplement thereto filed in this docket May 14, 1942, and June 18, 1942, respectively) for an order of the Commission directing Panhandle Eastern Pipe Line Company to extend its transmission pipeline facilities and establish a physical connection with the distribution system of the Petitioner serving the city of Mattoon, Illinois, and to sell and deliver at such point natural gas in sufficient quantities to meet its natural-gas requirements in the cities of Mattoon, Charleston, Paris, and Effingham, and intermediate communities in the State of Illinois;

The Commission orders that:

(A) A public hearing be held commencing on March 2, 1945, at 10 a. m. (e. w. t.) in the Hearing Room of the Federal Power Commission, 1800 Pennsylvania Avenue NW., Washington, D. C., concerning the matters involved and the issues presented in this proceeding.

(B) Interested State commissions may participate in said hearing as provided in § 67.4 of the provisional rules of practice and regulations under the Natural Gas Act.

By the Commission.

[SEAL] LEON M. FUQUAY,
Secretary.

[F. R. Doc. 45-866; Filed, Jan. 13, 1945; 9:42 a. m.]

[Docket Nos. G-560, G-562 and G-605]

CONSOLIDATED GAS UTILITIES CORP.

ORDER CONSOLIDATING PROCEEDINGS AND FIXING DATE OF HEARING

JANUARY 9, 1945.

It appearing to the Commission that:

(a) On July 28, 1944, Consolidated Gas Utilities Corporation (Applicant) filed an application in Docket No. G-560 for a certificate of public convenience and necessity pursuant to section 7 (c) of the Natural Gas Act, as amended, to authorize the construction and operation of an additional 400 horsepower compressor unit and appurtenant equipment at Applicant's Pitsch compressor station located in Wheeler County, Texas,

(b) On July 31, 1944, Applicant filed an application in Docket No. G-562 pursuant to section 7 (c) of the Natural Gas Act, as amended, to authorize the construction and operation of 2½ miles of 6⅝-inch O. D. natural-gas transmission pipe line in Cowley County, Kansas, extending in a general northerly direction from the NE¼ of the SW¼ of Sec. 29, T. 34 S., R. 3 E., to connect with Applicant's existing parallel 6-inch lines extending from connections with its Wheeler County, Texas-Lyons, Kansas, pipe line to Winfield, Kansas, together with a measuring station to be located at the southern terminus of the proposed line and other appurtenant equipment.

(c) On December 13, 1944, Applicant filed an application in Docket No. G-605 for a certificate of public convenience and necessity pursuant to section 7 (c) of the Natural Gas Act, as amended, to authorize the construction and operation of approximately 14,550 feet of 7-inch O. D. natural-gas transmission pipe line in Cowley County, Kansas, interconnecting Applicant's isolated pipe-line system located north and east of the city of Winfield, Kansas, and Applicant's main pipe-line system extending from Wheeler County, Texas, to Lyons, Kansas.

(d) Pursuant to its order of September 25, 1944, the proceedings in Docket Nos. G-560 and G-562 were consolidated and a public hearing was convened on October 20, 1944, in Kansas City, Missouri. Said hearing, as a result of failure of Applicant to appear, was adjourned on that day by the Commission's Trial Examiner subject to further order of the Commission.

The Commission finds that:

(1) The above-docketed proceedings may involve substantially the same issues and facts.

(2) Good cause exists for resuming the hearing in Docket Nos. G-560 and G-562 and consolidating the same with the proceeding in Docket No. G-605 for the purpose of hearing thereof.

The Commission orders that:

(A) The proceedings in Docket Nos. G-560, G-562, and G-605 be and they are hereby consolidated for the purpose of hearing.

(B) The public hearing in Docket Nos. G-560 and G-562 be resumed and held together with a hearing in Docket No. G-605 commencing on February 12, 1945, at 10 a. m. (ewt) in the Hearing Room of the Federal Power Commission, 1800 Pennsylvania Avenue, N. W., Washington, D. C., concerning the matters involved and the issues presented in such proceedings.

(C) Interested State commissions may participate in such hearing as provided in § 67.4 of the provisional rules of practice and regulations under the Natural Gas Act.

By the Commission.

[SEAL] LEON M. FUQUAY,
Secretary.

[F. R. Doc. 45-867; Filed, Jan. 13, 1945; 9:42 a. m.]

INTERSTATE COMMERCE COMMISSION.

[S. O. 70-A, Special Permit 792]

RECONSIGNMENT OF TOMATOES AT CHICAGO, ILL.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any

common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at Chicago, Illinois, January 8, 1945, by E. E. Walter, P. F. E. of car PFE 51488, tomatoes, now on the Wabash, to Syracuse, New York (N. Y. C.).

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 9th day of January 1945.

V. C. CLINGER,
Director
Bureau of Service.

[F. R. Doc. 45-930; Filed, Jan. 15, 1945; 10:00 a. m.]

[S. O. 70-A, Special Permit 793]

RECONSIGNMENT OF CARROTS AT PHILADELPHIA, PA.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at Philadelphia, Pennsylvania, January 9, 1945, by L. Goldstein of car PFE 73414, carrots, now on the Pennsylvania Railroad to Rothman & Soloman, Newark, N. J., via Pennsylvania Railroad.

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 9th day of January 1945.

V. C. CLINGER,
Director
Bureau of Service.

[F. R. Doc. 45-931; Filed Jan. 15, 1945; 10:00 a. m.]

[S. O. 70-A, Special Permit 794]

RECONSIGNMENT OF CARROTS AT PHILADELPHIA, PA.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at Philadelphia, Pennsylvania, January 9, 1945, by L. Goldstein, of car PFE 92160, carrots, now on the Pennsylvania Railroad to Toni Vitrano, Baltimore, Maryland, via Pennsylvania.

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 9th day of January 1945.

V. C. CLINGER,
Director
Bureau of Service.

[F. R. Doc. 45-932; Filed, Jan. 15, 1945; 10:00 a. m.]

[S. O. 70-A, Special Permit 795]

RECONSIGNMENT OF CAULIFLOWER AT PHILADELPHIA, PA.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at Philadelphia, Pennsylvania, January 9, 1945, by L. Goldstein, of car PFE 35854, cauliflower, now on the Pennsylvania Railroad to Toni Vitrano, Baltimore, Maryland, via Pennsylvania Railroad.

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 9th day of January 1945.

V. C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 45-933; Filed, Jan. 15, 1945; 10:00 a. m.]

[S. O. 70-A, Special Permit 796]

RECONSIGNMENT OF PEARS AT NEW YORK, N. Y.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at New York, N. Y., January 9, 1945, by Justman Frankenthal Company, of car ango pears, NWX 8056, now on the Erie Railroad to Chapin Brothers, Boston, Massachusetts, via New Haven.

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 9th day of January 1945.

V. C. CLINGER,
Director
Bureau of Service.

[F. R. Doc. 45-934; Filed, Jan. 15, 1945; 10:00 a. m.]

[S. O. 70-A, Special Permit 797]

RECONSIGNMENT OF CARROTS AT PHILADELPHIA, PA.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624), of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at Philadelphia, Pennsylvania, January 9, 1945, by L. Goldstein of car URT 87447, carrots, now on the Pennsylvania Railroad to Caruso Rinelli Battaglia, Albany, New York, via Pennsylvania Railroad.

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 9th day of January 1945.

V. C. CLINGER,
Director
Bureau of Service.

[F. R. Doc. 45-935; Filed, Jan. 15, 1945; 10:00 a. m.]

[S. O. 70-A, Special Permit 798]

RECONSIGNMENT OF CARROTS AT PHILADELPHIA, PA.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at Philadelphia, Pennsylvania, January 9, 1945, by L. Goldstein of car PFE 61160, carrots, now on the Pennsylvania Railroad, to Thomas C. Thomas, Wilkes Barre, Pennsylvania, via Pennsylvania Railroad.

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 9th day of January 1945.

V. C. CLINGER,
Director
Bureau of Service.

[F. R. Doc. 45-936; Filed, Jan. 15, 1945; 10:01 a. m.]

[S. O. 70-A, Special Permit 799]

RECONSIGNMENT OF CAULIFLOWER AT PHILADELPHIA, PA.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at Philadelphia, Pennsylvania, January 9, 1945, by L. Goldstein, of car PFE 40933, cauliflower, now on the Pennsylvania Railroad to Rothman & Soloman, Newark, N. J., via Pennsylvania.

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 9th day of January 1945.

V C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 45-937; Filed, Jan. 15, 1945; 10:01 a. m.]

[S. O. 70-A, Special Permit 800]

RECONSIGNMENT OF CARROTS AT PHILADELPHIA, PA.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at Philadelphia, Pennsylvania, January 9, 1945, by L. Goldstein, of car PFE 90926, carrots, now on the Pennsylvania Railroad, to Carbone Brothers, New York, N. Y. via Pennsylvania.

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 9th day of January 1945.

V. C. CLINGER,
Director
Bureau of Service.

[F. R. Doc. 45-938; Filed, Jan. 15, 1945; 10:01 a. m]

[S. O. 70-A, Special Permit 801]

RECONSIGNMENT OF SPINACH AT PHILADELPHIA, PA.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at Philadelphia, Pennsylvania, January 11, 1945, by M. & C. Produce Company, of car SFRD 34220, spinach, now on the Pennsylvania Railroad, to Buck Weiss & Rothman Soloman Company, Newark, N. J. via Pennsylvania Railroad.

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 11th day of January 1945.

V C. CLINGER,
Director,
Bureau of Service.

[F. R. Doc. 45-960; Filed, Jan. 15, 1945; 11:52 a. m.]

[S. O. 70-A, Special Permit 802]

RECONSIGNMENT OF APPLES AT GALESBURG, ILL.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at Galesburg, Illinois, January 12, 1945, by H. S. Denison and Company of car FGE 52581, apples, now on the C. B. & Q. Railroad to Memphis, Tennessee, route CB&Q to St. Louis, Frisco to Memphis.

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 12th day of January 1945.

V C. CLINGER,
Director,
Bureau of Service.

[F R. Doc. 45-961; Filed, Jan. 15, 1945; 11:52 a. m.]

[S, O. 70-A, Special Permit 803]

RECONSIGNMENT OF TOMATOES AT KANSAS CITY, MO.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A, insofar as it applies to the reconsignment at Kansas City, Mis-

souri, January 12, 1945, by E. E. Fadler Company of car PFE 40653, tomatoes, now on the Kansas City Southern to G. H. Robinson, St. Louis, Missouri, via Wabash.

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 12th day of January 1945.

V. C. CLINGER,
Director.
Bureau of Service.

[F. R. Doc. 45-962; Filed, Jan. 15, 1945; 11:52 a. m.]

NATIONAL WAR LABOR BOARD.

TOOL & DIE COMMISSION (DETROIT AREA)[1]

By virtue of and pursuant to the powers vested in it by Executive Order No. 9017, dated January 12, 1942, and Executive Order No. 9250, dated October 3, 1942, the National War Labor Board hereby adopts the recommendations of the special representative and directs, as follows:

Administration. (1) There shall be created immediately a Tool and Die Commission of Region XI of the National War Labor Board. At the head of this Commission shall be a chairman appointed by the Regional Board. The Chairman shall be assisted by industry and labor consultants who shall be chosen by the chairman from a panel of names approved by the Regional Board. In cases involving no disputes or conflicts of interests the chairman may act alone.

(2) All disputes, voluntary applications for approval of wage increases or adjustments in wage rates, and any other matters affecting the tool and die industry within the jurisdiction of the Regional Board shall be referred in the first instance to the Tool and Die Commission of the Regional Board, which shall be empowered to issue rulings and decisions in these matters for the Regional Board, subject to the limitations set forth below. In dispute cases the chairman shall appoint tripartite panels of public, industry and labor representatives to hold hearings and make final determinations. The chairman or his deputy shall serve as public representative on such panels and the industry and labor representatives shall be chosen from names previously submitted to and approved by the Regional Board.

(3) All powers vested in the Tool and Die Commission and its chairman by paragraph 2 of this section shall be subject to the right of the Regional Board to review all rulings and decisions of the Commission or its chairman, either on its own motion or on the appeal of an interested party. All cases involving fundamental matters of policy shall be submitted by the chairman of the Commission to the Regional Board for final determination. Appeal to the Regional Board from any ruling or decision of the Commission or its chairman shall be accorded all interested parties as a matter of right.

Enforcement. All cases involving enforcement in matters under the general jurisdiction of the Tool and Die Commission shall be handled by the Enforcement Division of the Regional War Labor Board, Region XI, or pursuant to such arrangements as such Enforcement Division shall prescribe.

Approved January 2, 1945.

(E.O. 9250, Oct. 3, 1942, 7 F.R. 7871, as amended by E.O. 9381, Sept. 25, 1943, 8 F.R. 13083; E.O. 9328, Apr. 8, 1943, 8 F.R. 4681, Regulations of Economic Stabilization Director, Oct. 27, 1942, 7 F.R. 8748, 8 F.R. 6489, 6490, 11960, 12238, 16702; 9 F.R. 14547; Inflation Control Act of 1942, Act of October 2, 1942, C. 578, 56 Stat. 765, Pub. Law 729, 77th Cong.)

Dated: Washington, D. C., January 9, 1945.

THEODORE W. KHEEL,
Executive Director.

[F. R. Doc. 45-897; Filed, Jan. 13, 1945; 2:45 p. m.]

[1] Original order published FEDERAL REGISTER March 23, 1944, 9 F.R. 3170.

OFFICE OF PRICE ADMINISTRATION.

[Supp. Order 99, Amdt. 1 to Orders 1-4]

KNITTED UNDERWEAR GARMENTS

ADJUSTMENT OF MAXIMUM PRICES

For the reasons set forth in an opinion issued simultaneously herewith, *It is ordered,* That Order Nos. 1 to 4, inclusive, under § 1305.127 of Supplementary Order 99 be amended in the following respects:

Immediately after that paragraph, whatever its designation, in each order, reading "This order may be revoked or amended by the Price Administrator at any time.", the following undesignated paragraph is added:

This order shall apply only to those garments enumerated in paragraph (a) above which are delivered by the manufacturer on or before January 31, 1945: *Provided, however,* That with respect to any style of men's union suit, enumerated in paragraph (a) above, having a finished weight of over 9 pounds per dozen, based on size 42, this order shall apply to all garments of such style which are delivered by the manufacturer on or before February 28, 1945.

This amendment shall become effective January 12, 1945.

Issued this 12th day of January 1945.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 45-837; Filed, Jan. 12, 1945; 4:19 p. m.]

[Order 46 Under 19a]

ROASTED CHICORY

ADJUSTMENT OF MAXIMUM PRICES

There are pending before the Office of Price Administration requests that the price of roasted chicory in bulk, established by section 1.7 of Revised Supplementary Regulation 14 to the General Maximum Price Regulation be increased. It is the contention of the producers of roasted chicory in bulk that the maximum price now prevailing renders the making of this commodity impossible without a loss and that continuation of essential production is threatened. It is the opinion of the Administrator that these requests require further consideration; that authority to use adjustable pricing for sales of roasted chicory in bulk pending final action on the requests for an increase in the maximum price is necessary to retain its production and distribution; and that the granting of such authorization will not interfere with the purposes of the Emergency Price Control Act of 1942, as amended, Executive Orders 9250 and 9328. Therefore, in accordance with § 1499.19a of the General Maximum Price Regulation, *It is ordered,* That:

(a) Pending final action of the Office of Price Administration respecting requests for increasing the price of roasted chicory in bulk sellers subject to section 1.7 of Revised Supplementary Regulation 14 to the General Maximum Price Regulation may sell and deliver roasted chicory in bulk at prices to be adjustable upward to those resulting from final action on the pending requests by the Office of Price Administration. Denial of the requests now pending before this office or issuance of a regulation or amendment increasing the maximum price of roasted chicory in bulk will constitute final action for purposes of this order. Prior to such final action collection of prices in excess of the maximum price prevailing on the date of delivery shall not be made.

(b) This order shall be automatically revoked on the effective date of a price regulation or amendment issued by the Office of Price Administration increasing maximum prices for sales of bulk roasted chicory or upon denial of pending requests. It may be revoked or amended by the Administrator at any time.

This order shall become effective January 15, 1945.

Issued this 13th day of January 1945.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 45-887; Filed, Jan. 13, 1945; 11:49 a. m.]

[MPR 120 Order 1265]

ANCA COAL CO ET AL

ESTABLISHMENT OF MAXIMUM PRICES AND PRICE CLASSIFICATIONS

For the reasons set forth in an accompanying opinion and in accordance with § 1340 210 (a) (6) of Maximum Price Regulation No. 120 *It is ordered:*

Producers identified herein operate named mines assigned the mine index numbers, the price classifications and the maximum prices in cents per net ton for the indicated uses and shipments as set forth herein All are in District No 2 The mine index numbers and the price classifications assigned are permanent but the maximum prices may be changed by an amendment issued after the effective date of this order Where such an amendment is issued for the district in which the mines involved herein are located and where the amendment makes no particular reference to a mine or mines involved herein, the prices shall be the prices set forth in such amendment for the price classifications of the respective size groups The location of each mine is given by county and state The maximum prices stated to be for truck shipment are in cents per net ton f o.b the mine or preparation plant and when stated to be for rail shipment or for railroad fuel are in cents per net ton f o b. rail shipping point In cases where mines ship coals by river the prices for such shipments are those established for rail shipment and are in cents per net ton f o b river shipping point However producer is subject to the provisions of § 1340 213 and all other provisions of Maximum Price Regulation No 120

ANCA COAL CO., MASONTOWN, PA., SUNSHINE MINE, PITTSBURGH SEAM, MINE INDEX NO.[1] 2605, FAYETTE COUNTY PA SUB DISTRICT 3 RAIL SHIPPING POINT, GRAYS LANDING PA DEEP MINE RAILROAD FUEL PRICE GROUP 7

	Size group Nos										
	1	2	3	4	5	6	7	8	9	10	11
Price classification	F	F	E	E	D	D	E	E	E		
Rail shipment	310	310	305	305	325	315	275	275	260	---	---
Railroad fuel	310	310	305	305	325	315	275	275	265	265	---
Truck shipment[1]	415	415	415	385	375	375	375	310	290	290	265

BORTZ AND BORTZ COAL CO., STONEBORO, PA, BORTZ NO. 2 MINE, KITTANNING SEAM, MINE INDEX NO 4263, BUTLER COUNTY PA, SUB DISTRICT 1, RAIL SHIPPING POINT ANNANDALE PA STRIP MINE RAILROAD FUEL PRICE GROUP 15 MAXIMUM TRUCK PRICE GROUP NO 2

Price classification	E	E	D	D	C	C	D	D	D		---
Rail shipment	310	310	300	300	310	300	270	270	245	---	
Railroad fuel	310	310	300	300	310	300	270	270	245	245	---
Truck shipment	435	435	435	415	405	405	405	320	290	290	270

CINCI COAL CO BOX 167, MASONTOWN, PA., CINCI #4 MINE, PITTSBURGH SEAM, MINE INDEX NO [1] 2652, FAYETTE COUNTY, PA SUBDISTRICT 3 RAIL SHIPPING POINT: MASONTOWN, PA. DEEP MINE RAILROAD FUEL PRICE GROUP 6

Price classification	E	E	C	C	C	D	D	D	D		---
Rail shipment	335	335	335	335	335	315	295	295	270	---	-
Railroad fuel	335	335	335	335	335	315	295	295	270	270	---
Truck shipment[1]	415	415	415	385	375	375	375	310	290	290	265

COOLEY AND SWANEY, BOX 37, FAIRCHANCE, PA., C & S STRIP MINE, PITTSBURGH SEAM, MINE INDEX NO 4258, FAYETTE COUNTY, PA, SUBDISTRICT 3, RAIL SHIPPING POINT FAIRCHANCE PA. STRIP MINE, RAILROAD FUEL PRICE GROUP 6 MAXIMUM TRUCK PRICE GROUP NO 7

Price classification	E	E	C	C	B	B	C	C	C		
Rail shipment	310	310	310	310	310	300	275	275	235	---	---
Railroad fuel	310	310	310	310	310	300	275	275	235	245	---
Truck shipment	415	415	415	335	375	375	375	310	290	290	265

[1] Previously established

ADAM EIDEMILLER, GREENSBURG, PA., HEMPFIELD #1 MINE, PITTSBURGH SEAM, MINE INDEX NO. 4244, WESTMORELAND COUNTY, PA., SUBDISTRICT 4, RAIL SHIPPING POINT CROWS NEST PA STRIP MINE RAILROAD FUEL PRICE GROUP 13 MAXIMUM TRUCK PRICE GROUP NO 8

	Size group Nos										
	1	2	3	4	5	6	7	8	9	10	11
Price classification	F	F	D	D	D	D	D	D	D		
Rail shipment	285	285	300	300	300	290	270	270	245	---	
Railroad fuel	290	290	300	300	300	290	270	270	245	245	---
Truck shipment	415	415	415	395	365	365	365	305	285	285	255

ADAM EIDEMILLER, GREENSBURG, PA., HEMPFIELD #2 MINE, PITTSBURGH SEAM, MINE INDEX NO. 4259, WESTMORELAND COUNTY, PA., SUBDISTRICT 3, RAIL SHIPPING POINT, CROWS NEST PA STRIP MINE RAILROAD FUEL PRICE GROUP 1 MAXIMUM TRUCK PRICE GROUP NO 8

Price classification	E	E	E	E	E	C	B	B	B		
Rail shipment	310	310	280	280	280	300	275	275	260	---	
Railroad fuel	310	310	290	290	290	300	275	275	260	215	---
Truck shipment	415	415	415	395	365	365	365	305	285	285	255

ENTERPRISE COAL CO, BOX 165 CLINTON, PA., MAC MINE, PITTSBURGH SEAM, MINE INDEX NO. 4250 ALLEGHENY COUNTY, PA., SUBDISTRICT 7, RAIL SHIPPING POINT, CHIRI SIDING PA STRIP MINE RAILROAD FUEL PRICE GROUP 2 MAXIMUM TRUCK PRICE GROUP NO 5

Price classification	D	D	C	C	F	F	G	G	G		
Rail shipment	310	310	310	310	275	265	245	245	230	---	
Railroad fuel	310	310	310	310	290	275	245	245	235	235	---
Truck shipment	425	425	425	390	360	360	360	325	285	285	270

E. H GREEN, 1065 WESTMORELAND AVE. AVONMORE, PA. SHOEMAKER MINE, PITTSBURGH SEAM, MINE INDEX NO. 4237, ARMSTRONG COUNTY, PA., SUBDISTRICT 2, RAIL SHIPPING POINT AVONMORE PA STRIP MINE RAILROAD FUEL PRICE GROUP 20 MAXIMUM TRUCK PRICE GROUP NO 10

Price classification	E	E	D	D	D	D	E	E	E		
Rail shipment	310	310	300	300	290	290	250	250	235	---	
Railroad fuel	310	310	300	300	300	290	250	250	245	245	---
Truck shipment	395	395	395	365	360	360	360	295	275	275	255

This order shall become effective January 15 1945

(56 Stat 23, 765; 57 Stat 566; Pub. Law 383 78th Cong; E O 9250, 7 F.R 7871; E O 9328, 8 F.R 4681)

Issued this 13th day of January 1945

CHESTER BOWLES
Administrator

[F R. Doc 45-838; Filed, Jan 13 1945; 11:49 a m]

[MPR 188 Order 3284]

NAGEL METAL SPINNING & MANUFACTURING CO

APPROVAL OF MAXIMUM PRICES

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to § 1499.158 of Maximum Price Regulation No 188; *It is ordered:*

(a) The maximum prices for all sales and deliveries by the Nagel Metal Spinning & Manufacturing Company 136 Madison Street, Dayton 2, Ohio of spun aluminum cooking utensils of its manufacture, as described in its application dated November 3 1944 are as follows:

Article	Model No	Maximum price to jobber	Maximum price to retailer
		Each	*Each*
Pudding pan	2 quart	$0 31	$0.41
	3 quart	38	51
Cake pan	8"	20	27
	10"	25	33
Pie pan	8"	23	30
	10"	25	33
Dish pan	10 quart	88	1.17
	12 quart	1.13	1.50
Cookie sheet	17 x 14	43	57
	12 x 14	34	.45
Roaster, round	15" diameter	1.76	2.25

These prices are f. o. b. factory and subject to a cash discount of 1% for payment within 10 days, net 30 days.

(b) The maximum prices for all sales and deliveries at wholesale for the aluminum cooking utensils described in paragraph (a) above shall be the prices set forth below as follows:

Article and Model:	*Maximum price to retailer, each*
Pudding pan, 2 quart	$0.41
Pudding pan, 3 quart	.51
Cake pan, 8"	.27
Cake pan, 10"	.33
Pie pan, 8"	.30
Pie pan, 10"	.33
Dish pan, 10 qt	1.17
Dish pan, 12 qt	1.50
Cookie sheet, 17 x 14	.57
Cookie sheet, 12 x 14	45
Roaster round, 15" diameter	2.25

These prices are f. o. b. seller's city and are subject to terms, discounts and allowances no less favorable than those customarily granted by the seller.

(c) The maximum prices for a sale at retail of the aluminum cooking utensils described in paragraph (a) above shall be as follows:

Article and Model:	*Maximum price to user, each*
Pudding pan, 2 quart	$0.69
Puding pan, 3 quart	.85
Cake pan, 8"	45
Cake pan, 10"	.55
Pie pan, 8"	.50
Pie pan, 10"	.55
Dish pan, 10 quart	1.95
Dish pan, 12 quart	2.50
Cookie sheet, 17 x 14	.95
Cookie sheet, 12 x 14	75
Roaster round, 15" diameter	3.75

(d) On each aluminum cooking utensil shipped to a purchaser for resale, the manufacturer shall attach a tag or label which plainly states the retail selling price. This tag shall not be removed before delivery to the consumer.

(e) At the time of the first invoice, the manufacturer shall notify in writing each purchaser who buys from it of the maximum prices established by this order for resales by the purchaser; and every jobber who sells an article covered by this order to another jobber shall notify that purchaser in writing of the maximum prices established by this order for resales by that purchaser. This written notice may be given in any convenient form.

(f) 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.

(g) This Order No. 3284 may be revoked or amended by the Price Administrator at any time.

This Order No. 3284 shall become effective on the 15th day of January 1945.

Issued this 13th day of January 1945.

CHESTER BOWLES,
Administrator

[F. R. Doc. 45-889; Filed, Jan. 13, 1945; 11:50 a. m.]

[MPR 260, Order 199]

STEW-CLAIR CIGAR CO.

AUTHORIZATION OF MAXIMUM PRICES

Correction

In the table in paragraph (a) of Federal Register document 44-19562, appearing at page 15123 of the issue for Friday, December 29, 1944, the figure "8" should be inserted in the column headed "Maximum retail price."

[MPR 188, Order 3283]

HARRY ALFRED MULVANY

APPROVAL OF MAXIMUM PRICES

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to § 1499.158 of Maximum Price Regulation No. 188, *It is ordered:*

(a) The maximum prices for all sales and deliveries by the Harry A. Mulvany Company, 2342 Ashby Avenue, Berkeley 5, California, of electric space heaters of its manufacture, as described in its application dated November 16, 1944, are as follows:

Article	Model	Maximum price to jobber	Maximum price to retailer (3 units or more)	Maximum price to retailer (less than 3 units)
Electric space heater.	1,500 watt...	*Each* $9.90	*Each* $11.70	*Each* $12.60

These prices are f. o. b. factory and subject to a cash discount of 2% for payment within 10 days, net 30 days. They include the Federal excise tax.

(b) The maximum prices for all sales and deliveries at wholesale for the space heater described in paragraph (a) above shall be the prices set forth below as follows:

Article	Model	Maximum price to retailer (3 units or more)	Maximum price to retailer (less than 3 units)
Electric space heater.	1,500 watt...	*Each* $11.70	*Each* $12.60

These prices are f. o. b. seller's city and are subject to terms, discounts and allowances no less favorable than those customarily granted by the seller.

(c) The maximum prices for a sale at retail of the space heater described in paragraph (a) above shall be as follows:

Article and Model:	*Maximum price to user (each)*
Electric space heater, 1,500 watt	$18.90

This price includes the Federal excise tax.

(d) On each heater shipped to a purchaser for resale, the manufacturer shall attach a tag or label which plainly states the retail selling price.

(e) At the time of the first invoice, the manufacturer shall notify in writing each purchaser who buys from it of the maximum prices established by this order for resales by the purchaser; and every jobber who sells an article covered by this order to another jobber shall notify that purchaser in writing of the maximum prices established by this order for resales by that purchaser. This written notice may be given in any convenient form.

(f) 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.

(g) This Order No. 3283 may be revoked or amended by the Price Administrator at any time.

This Order No. 3283 shall become effective on the 15th day of January 1945.

Issued this 13th day of January 1945.

CHESTER BOWLES,
Administrator.

[F. R. Doc. 45-891; Filed, Jan. 13, 1945; 4:18 p. m.]

[MPR 183, Order 3285]

EAST BIRMINGHAM BRONZE FOUNDRY CO.

APPROVAL OF MAXIMUM PRICES

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to § 1499.153 of Maximum Price Regulation No. 188; *It is ordered:*

(a) The maximum prices for all sales and deliveries by the East Birmingham Bronze Foundry Company, 831 North Thirty-Sixth Way, Birmingham 4, Alabama, of a four-piece cooking set of its manufacture, as described in its application dated November 7, 1944, are as follows:

Article	Model No.	Maximum price to jobber	Maximum price to retailer
Cast aluminum cooking set	40A	*Each* $4.05	*Each* $5.40

These prices are f. o. b. factory and subject to a cash discount of 2% for payment within 10 days, net 30 days.

(b) The maximum prices for all sales and deliveries at wholesale for the cooking set described in paragraph (a) above shall be the prices set forth below as follows:

Article and Model No..	*Maximum price to retailer (each)*
Cast aluminum cooking set, 40A	$5.40

These prices are f. o. b. seller's city and are subject to terms, discounts and allowances no less favorable than those customarily granted by the seller.

(c) The maximum prices for a sale at retail of the cooking set described in paragraph (a) above shall be as follows:

Article and Model No..	*Maximum price to user (each)*
Cast aluminum cooking set, 40A	$9.00

(d) On each cooking set shipped to a purchaser for resale, the manufacturer shall attach a tag or label which plainly states the retail selling price. This tag or label shall not be removed before delivery to the consumer.

(e) At the time of the first invoice, the manufacturer shall notify in writing each purchaser who buys from it of the maximum prices established by this order for resales by the purchaser; and every jobber who sells an article covered by this order to another jobber shall notify that purchaser in writing of the maximum prices established by this order for resales by that purchaser. This written notice may be given in any convenient form.

(f) 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.

(g) This Order No. 3285 may be revoked or amended by the Price Administrator at any time.

This Order No. 3285 shall become effective on the 15th day of January 1945.

Issued this 13th day of January 1945.

CHESTER BOWLES,
Administrator

[F. R. Doc. 45-902; Filed, Jan. 13, 1945; 4:18 p. m.]

[MPR 188, Order 3286]

TRAGER CONSTRUCTION AND MANUFACTURING CO.

APPROVAL OF MAXIMUM PRICES

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to § 1499.158 of MPR 188; *It is ordered.*

(a) This order establishes maximum prices for sales and deliveries, of a kidney table, a corner bookcase, six bookcases and a juvenile set manufactured by Trager Construction and Manufacturing Company, 26 Irving Court, Malden 48, Massachusetts.

(1) (i) For all sales and deliveries since the effective date of Maximum Price Regulation No. 188, by the manufacturer to retailers, and by the manufacturer to persons, other than retailers, who resell from the manufacturer's stock, the maximum prices are those set forth below:

Article	Model No.	Maximum price to persons, other than retailers, who resell from manufacturer's stock	Maximum price to retailers
		Each	*Each*
Kidney table	1632	$2.76	$3.25
Corner bookcase	2942	3.27	3.85
Bookcase	2941-30	2.42	2.85
	2941-36	2.76	3.25
	2940	1.61	1.90
	2943	1.61	1.90
	2941-48	4.27	5.02
	2730	2.11	2.48
Juvenile set	24-18	3.78	4.45

These prices are f. o. b. factory, and are subject to a cash discount of two percent for payment within ten days, net thirty days, and are for the articles described in the manufacturer's application dated November 3 and 8, 1944.

(ii) For all sales and deliveries by the manufacturer to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined by applying to the prices specified, the discounts, allowances, and other price differentials made by the manufacturer, during March 1942, on sales of the same type of article to the same class of purchaser and on the same terms and conditions. If the manufacturer did not make such sales during March 1942 he must apply to the Office of Price Administration, Washington, D. C., under the fourth pricing method § 1499.158, of Maximum Price Regulation No. 188, for the establishment of maximum prices for those sales, and no sales or deliveries may be made until authorized by the Office of Price Administration.

(2) (i) For all sales and deliveries on and after the effective date of this order to retailers by persons, other than the manufacturer, who sell from the manufacturer's stock, the maximum prices are those set forth below, f. o. b. factory:

Article and Model No.	*Maximum price to retailers (each)*
Kidney table, 1632	$3.25
Corner bookcase, 2942	3.85
Bookcase, 2941-30	2.85
Bookcase, 2941-36	3.25
Bookcase, 2940	1.90
Bookcase, 2943	1.90
Bookcase, 2941-48	5.02
Bookcase, 2730	2.48
Juvenile set, 24-18	4.45

These prices are subject to a cash discount of two percent for payment within ten days, net thirty days, and are for the articles described in the manufacturer's applications dated November 3 and 8, 1944.

(ii) For all sales and deliveries by persons who sell from the manufacturer's stock, to any other class of purchaser or on other terms and conditions of sale, maximum prices shall be determined under the applicable provisions of the General Maximum Price Regulation.

(b) At the time of or prior to the first invoice to each purchaser, other than a retailer, who resells from the manufacturer's stock, the manufacturer shall notify the purchaser for resale of the maximum prices and conditions established by subparagraph (a) (2) of this order for such resales. This notice may be given in any convenient form.

(c) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective on the 15th day of January 1945.

Issued this 13th day of January 1945.

CHESTER BOWLES,
Administrator

[F. R. Doc. 45-903; Filed, Jan. 13, 1945; 4:18 p. m.]

[MPR 188, Order 3287]

STRICKLAND FURNITURE CO.

APPROVAL OF MAXIMUM PRICES

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to § 1499.158 of MPR 188; *It is ordered.*

(a) This order establishes maximum prices for sales and deliveries, of a kneehole desk manufactured by Strickland Furniture Company, 309 East Commerce Street, High Point, North Carolina.

(1) (i) For all sales and deliveries by the manufacturer to the classes of purchasers specified below, since the effective date of Maximum Price Regulation No. 188, the maximum prices are those indicated below:

Article	Model No.	Maximum price to persons, other than retailers, who sell from their own stock	Maximum price to persons, other than retailers, who sell from manufacturer's stock	Maximum price to retailers
		Each	*Each*	*Each*
Kneehole desk	102	$19.96	$21.20	$24.95

These prices are f. o. b. factory, and are subject to a cash discount of two percent for payment within ten days, net thirty days, and are for the article described in the manufacturer's application dated December 4, 1944.

(ii) For all sales and deliveries by the manufacturer to any other class of purchaser or on other terms and conditions of sale, the maximum prices shall be those determined by applying to the prices specified, the discounts, allowances, and other price differentials made by the manufacturer, during March 1942, on sales of the same type of article to the same class of purchaser and on the same terms and conditions. If the manufacturer did not make such sales during March 1942 he must apply to the Office of Price Administration, Washington, D. C., under the fourth pricing method § 1499.158, of Maximum Price Regulation No. 188, for the establishment of maximum prices for those sales, and no sales or deliveries may be made until authorized by the Office of Price Administration.

(2) (i) For all sales and deliveries on and after the effective date of this order to retailers by persons, other than the manufacturer, who sell from the manufacturer's stock, the maximum is that set forth below, f. o. b. factory:

Article and Model No.	*Maximum price to retailers (each)*
Kneehole Desk, 102	$24.95

This price is subject to a cash discount of two percent for payment within ten days, net thirty days, and is for the article described in the manufacturer's application dated December 4, 1944.

(ii) For all sales and deliveries by persons who sell from the manufacturer's stock; to any other class of purchaser or on other terms and conditions of sale, maximum prices shall be determined under the applicable provisions of the General Maximum Price Regulation.

(b) At the time of or prior to the first invoice to each purchaser, other than a retailer, who resells from the manufacturer's stock, the manufacturer shall notify the purchaser for resale of the maximum prices and conditions estab-

lished by subparagraph (a) (2) of this order for such resale. This notice may be given in any convenient form.

(c) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective on the 13th day of January 1945.

Issued this 13th day of January 1945.

JAMES F BROWNLEE,
Acting Administrator

[F. R. Doc. 45-904; Filed, Jan. 13, 1945; 4:18 p. m.]

Regional and District Office Orders.

LIST OF COMMUNITY CEILING PRICE ORDERS

The following orders under Rev. General Order 51 were filed with the Division of the Federal Register January 12, 1945.

REGION I

Augusta Order 1-F, Amendment 28, covering fresh fruits and vegetables in certain areas in the State of Maine, filed 9:27 a.m.

Concord Order 1-0, covering eggs in the State of New Hampshire, filed 9:26 a.m.

REGION II

Baltimore Order 4-F, Amendment 19, covering fresh fruits and vegetables in Baltimore City, Md., filed 9:26 a. m.

Baltimore Order 6-F, Amendment 19, covering fresh fruits and vegetables in Hagerstown, Md., filed 9:24 a.m.

Baltimore Order 7-F, Amendment 4, covering fresh fruits and vegetables in certain areas in the State of Maryland, filed 9:26 a.m.

Binghamton Order 0-1, Amendment 1, covering fresh shell eggs in certain counties in the State of New York, filed 9:22 a.m.

Binghamton Order 0-1, Amendment 2, covering fresh shell eggs in certain counties in the State of New York, filed 9:24 a.m.

Binghamton Order 0-2, Amendment 1, covering fresh shell eggs in certain counties in the State of New York, filed 9:23 a.m.

Binghamton Order 0-2, Amendment 2, covering fresh shell eggs in certain counties in the State of New York, filed 9.23 a.m.

Binghamton Order 2-F, Amendment 14, covering fresh fruits and vegetables in certain counties in the State of New York, filed 9:22 a.m.

Camden Order 3-F, Amendment 13, covering fresh fruits and vegetables in certain counties in the State of New Jersey, filed 9:19 a. m.

Camden Order 4-F Amendment 13, covering fresh fruits and vegetables in certain counties in the State of New Jersey, filed 9:19 a. m.

Newark Order 4-W, Amendment 2, covering dry groceries in the Northern area in the State of New Jersey, filed 9:19 a.m.

Newark Order 5-F, Amendment 14, covering fresh fruits and vegetables in certain counties in the State of New Jersey, filed 9:20 a.m.

Newark Order 6-F, Amendment 4, covering fresh fruits and vegetables in certain counties in the State of New Jersey, filed 9:21 a.m.

Newark Order 12, Amendment 2, covering dry groceries in certain counties in the State of New Jersey, filed 9:18 a.m.

Newark Order 13, Amendment 2, covering dry groceries in certain counties in the State of New Jersey, filed 9:19 a.m.

Newark Order 14, Amendment 2, covering dry groceries in certain counties in the State of New Jersey, filed 9:19 a.m.

New York Order 1-F, Amendment 42, covering fresh fruits and vegetables in the five boroughs in the city of New York, filed 9:25 a.m.

New York Order 1-F, Amendment 43, covering fresh fruits and vegetables in the five boroughs in the city of New York, filed 9:24 a.m.

New York Order 3-F, Amendment 29, covering fresh fruits and vegetables in certain cities in New York, filed 9:25 a.m.

New York Order 3-F, Amendment 30, covering fresh fruits and vegetables in certain cities in New York, filed 9:25 a.m.

New York Order 6-F, Amendment 24, covering fresh fruits and vegetables in Nassau and Westchester Counties, N. Y., filed 9:26 a.m.

New York Order 6-F, Amendment 25, covering fresh fruits and vegetables in Nassau and Westchester Counties, N. Y., filed 9:24 a.m.

Trenton Order 11-F, Amendment 1, covering fresh fruits and vegetables in certain counties in the State of New Jersey, filed 9:18 a. m.

Trenton Order 27, covering poultry in the Trenton, N. J., Area, filed 9:18 a. m.

Trenton Order 28, covering poultry in the Trenton, N. J., Area, filed 9:18 a. m.

Scranton Order 16, Amendment 1, covering poultry in certain counties in the State of Pennsylvania, filed 9:18 a. m.

Scranton Order 17, Amendment 1, covering poultry in certain counties in the State of Pennsylvania, filed 9:18 a. m.

Copies of any of these orders may be obtained from the OPA Office in the designated city.

ERVIN H. POLLACK,
Secretary.

[F. R. Doc. 45-898; Filed, Jan. 13, 1945; 4:17 p. m.]

LIST OF COMMUNITY CEILING PRICE ORDERS

The following orders under Rev. General Order 51 were filed with the Division of the Federal Register January 13, 1945.

REGION II

Altoona Order 2-F, Amendment 3, covering fresh fruits and vegetables in certain counties in the State of Pennsylvania, filed 9:23 a. m.

Altoona Order 2-F, Amendment 4, covering fresh fruits and vegetables in certain counties in the State of Pennsylvania, filed 9:23 a. m.

Altoona Order 16, Amendment 2, covering dry groceries in the Altoona Area, filed 9:23 a. m.

Camden Order 3-F, Amendment 12, covering fresh fruits and vegetables in certain counties in the State of New Jersey, filed 9:23 a. m.

Camden Order 4-F, Amendment 12, covering fresh fruits and vegetables in certain counties in the State of New Jersey, filed 9:24 a. m.

Camden Order W-4, covering dry groceries in certain counties in the State of New Jersey, filed 9:24 a. m.

District of Columbia Order 3-F, covering fresh fruits and vegetables in the Washington, D. C., Area, filed 9:25 a. m.

District of Columbia Order 3-F, Amendment 1, covering fresh fruits and vegetables in certain areas in Maryland, Virginia, and District of Columbia, filed 9:25 a. m.

District of Columbia Order 3-F, Amendment 2, covering fresh fruits and vegetables in certain areas in Maryland, Virginia, and District of Columbia, filed 9:25 a. m.

Philadelphia Order P-2, Amendment 4, covering fresh fish and seafood in the city and county of Philadelphia, filed 9:20 a. m.

Philadelphia Order 6-F, Amendment 8, covering fresh fruits and vegetables in the city and county of Philadelphia, filed 9:20 a. m.

Philadelphia Order 7-F, Amendment 8, covering fresh fruits and vegetables in certain counties in the State of Pennsylvania, filed 9:20 a. m.

Philadelphia Order 8-F, Amendment 8, covering fresh fruits and vegetables in certain counties in the State of Pennsylvania, filed 9:21 a. m.

Williamsport Order 2-F, Amendment 19, covering fresh fruits and vegetables in certain counties in the State of Pennsylvania, filed 9:22 a. m.

Wilmington Order 4-F, Amendment 15, covering fresh fruits and vegetables in certain counties in the State of Delaware, filed 9:23 a. m.

Wilmington Order 4-F, Amendment 16, covering fresh fruits and vegetables in certain counties in the State of Delaware, filed 9:22 a. m.

REGION III

Charleston Order 7-F, Amendment 40, covering fresh fruits and vegetables in certain counties in the State of West Virginia, filed 9:28 a. m.

Charleston Order 8-F, Amendment 40, covering fresh fruits and vegetables in certain counties in the State of West Virginia, filed 9:27 a. m.

Charleston Order 9-F, Amendment 40, covering fresh fruits and vegetables in certain counties in the State of West Virginia, filed 9:27 a. m.

Charleston Order 10-F, Amendment 35, covering fresh fruits and vegetables in certain counties in the State of West Virginia, filed 9:27 a. m.

Charleston Order 11-F, Amendment 25, covering fresh fruits and vegetables in certain counties in the State of West Virginia, filed 9:27 a. m.

Charleston Order 12-F, Amendment 23, covering fresh fruits and vegetables in certain counties in the State of West Virginia, filed 9:26 a. m.

Charleston Order 13-F, Amendment 25, covering fresh fruits and vegetables in certain counties in the State of West Virginia, filed 9:26 a. m.

Cincinnati Order 4-F, covering fresh fruits and vegetables in Hamilton County, in the State of Ohio, filed 9:21 a. m.

Cincinnati Order 5-F, covering fresh fruits and vegetables in certain counties in the State of Ohio, filed 9:22 a. m.

Cincinnati Order 6-F, covering fresh fruits and vegetables in certain counties in the State of Ohio, filed 9:21 a. m.

Cleveland Order F-3, Amendment 21, covering fresh fruits and vegetables in Trumbull and Mahoning Counties, Ohio, filed 9:26 a. m.

Escanaba Order 18-3B, Amendment 8, covering fresh fruits and vegetables in certain counties in the States of Michigan and Wisconsin, filed 9:23 a. m.

Escanaba Order 19-3B, Amendment 8, covering fresh fruits and vegetables in certain counties in the States of Michigan and Wisconsin, filed 9:23 a. m.

Louisville Order 1-C, covering poultry in certain counties in the States of Kentucky and Indiana, filed 9:21 a. m.

Louisville Order 2-C, covering poultry in certain counties in the State of Kentucky, filed 9:21 a. m.

Louisville Order 12-F, covering fresh fruits and vegetables in certain counties in the States of Kentucky and Indiana, filed 9:23 a. m.

Louisville Order 13-F, covering fresh fruits and vegetables in certain counties in the State of Kentucky, filed 9:23 a. m.

Louisville Order 14-F, covering fresh fruits and vegetables in certain counties in the State of Kentucky, filed 9:23 a. m.

Copies of any of these orders may be obtained from the OPA Office in the designated city.

ERVIN H. POLLACK,
Secretary.

[F. R. Doc. 45-950; filed, Jan. 15, 1945; 11:48 a. m.]

SECURITIES AND EXCHANGE COMMISSION.

[File Nos. 7-769, 7-770, 7-771, 7-772, 7-774, 7-775, 7-776, 7-777, 7-778, 7-779, 7-780]

HOMESTAKE MINING CO., ET AL.

ORDER SETTING HEARING ON APPLICATIONS TO EXTEND UNLISTED TRADING PRIVILEGES

At a regular session of the Securities and Exchange Commission, held at its office in the city of Philadelphia, Pa., on the 12th day of January, A. D. 1945.

In the matter of applications by the Philadelphia Stock Exchange to extend unlisted trading privileges to Homestake Mining Company, Capital Stock, $12.50 Par Value, File No. 7-769; Columbia Broadcasting System, Inc. Class A Common Stock, $2.50 Par Value, File No. 7-770; Class B Common Stock, $2.50 Par Value, File No. 7-771, Beech Aircraft Corporation Common Stock, $1.00 Par Value, File No. 7-772; Jones & Laughlin Steel Corporation Common Stock, No Par Value, File No. 7-774; Spiegel, Inc. Common Stock, $2.00 Par Value, File No. 7-775; Chicago & Northwestern Railway Co. V T. C. for Common Stock, No Par Value, File No. 7-776; V T. C. for $100 Par 5% Convertible Preferred Stock, Series A, File No. 7-777; Martin-Parry Corporation Capital Stock, No. Par Value, File No. 7-778; Braniff Airways, Inc. Common Stock, $2.50 Par Value, File No. 7-779; and Sunray Oil Corporation Common Stock, $1.00 Par Value, File No. 7-780.

The Philadelphia Stock Exchange, pursuant to section 12 (f) of the Securities Exchange Act of 1934, and Rule X-12F-1 promulgated thereunder, having made application to the Commission to extend unlisted trading privileges to the above-mentioned securities;

The Commission deeming it necessary for the protection of investors that a hearing be held in this matter at which all interested persons be given an opportunity to be heard;

It is ordered, That the matter be set down for hearing at 10:00 a. m. on Friday, January 26, 1945, at the office of the Securities and Exchange Commission, 18th and Locust Streets, Philadelphia, Pennsylvania, and continue thereafter at such times and places as the Commission or its officer herein designated shall determine, and that general notice thereof be given; and

It is further ordered, That Willis E. Monty, or any other officer or officers of the Commission named by it for that purpose, shall preside at the hearing on such matter. The officer so designated to preside at such hearing is hereby empowered to administer oaths and affirmations, subpoena witnesses, compel their attendance, take evidence, require the production of any books, papers, correspondence, memoranda, or other records deemed relevant or material to the inquiry, and to perform all other duties in connection therewith authorized by law.

By the Commission.

[SEAL] ORVAL L. DUBOIS,
Secretary.

[F. R. Doc. 45-894; Filed, Jan. 13, 1945; 2:45 p. m.]

[File No. 70-825]

OHIO PUBLIC SERVICE CO., AND CITIES SERVICE POWER & LIGHT CO.

NOTICE OF FILING OF APPLICATION FOR EXTENSION OF TIME TO COMPLY WITH CONDITION OF PRIOR ORDER OF THE COMMISSION

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pa., on the 12th day of January, A. D. 1945.

The Commission having heretofore by its order dated January 7, 1944, pursuant to sections 9 (a) and 10 of the Public Utility Holding Company Act of 1935 granted, among other things, the application of The Ohio Public Service Company ("OPS") a subsidiary of Cities Service Power & Light Company ("Power & Light") a registered holding company, to acquire all the outstanding common stock of Marion-Reserve Power Company ("Marion-Reserve") a public utility company organized and doing business in Ohio, subject to the condition that Power & Light dispose of certain water properties owned and operated by Marion-Reserve, within one year from the date of said order unless such time be extended by this Commission;

Notice is hereby given that Power & Light has filed an application requesting the entry of an order by the Commission for an extension of time within which to comply with the Commisison's order of January 7, 1944.

All interested persons are referred to the said application which is on file in the offices of the Commission for full details concerning said matters.

It appearing to the Commission that it is appropriate in the public interest and in the interest of investors and consumers that a hearing be held for the purpose of considering the application;

It is hereby ordered, That a hearing in this proceeding shall be held on January 26, 1945, at 10:00 a. m., e. w. t., at the office of the Securities and Exchange Commission, 18th and Locust Streets, Philadelphia 3, Pennsylvania, in such room as may be designated on such date by the hearing room clerk in Room 318.

All persons desiring to be heard or otherwise wishing to participate in the proceedings should notify the Commission in the manner provided for by the rules of practice, Rule XVII, on or before 5:30 p. m., e. w. t., January 24, 1945.

It is further ordered, That Charles S. Lobingier, or any other officer or officers of the Commission designated by it for that purpose, shall preside at such hearing. The officer so designated to preside at such hearing is hereby authorized to exercise all powers granted to the Commission under section 18 (c) of said act and to a trial examiner under the Commission's rules of practice.

It is further ordered, That without limiting the scope of the issues presented by said application, particular attention will be directed at said hearing to the following matters and questions:

1. Whether Power & Light has exercised due diligence in its efforts to comply with the condition imposed by the order of the Commission dated January 7, 1944.

2. Whether and to what extent an extension of time for compliance with the condition of our order of January 7, 1944, is necessary or appropriate in the public interest or for the protection of investors and consumers.

It is further ordered, That the Secretary of this Commission serve notice of the entry of this order by mailing a copy thereof by registered mail to the applicant and that notice shall be given to all other persons by publication thereof in the FEDERAL REGISTER.

By the Commission.

[SEAL] ORVAL L. DUBOIS,
Secretary.

[F. R. Doc. 45-895; Filed, Jan. 13, 1945; 2:45 p. m.]

[File Nos. 54-67, 59-64]

PEOPLES LIGHT AND POWER CO., ET AL.

NOTICE OF FILING OF AMENDED PLAN AND ORDER FOR HEARING

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pa., on the 13th day of January, A. D. 1945.

In the matter of Peoples Light and Power Company and subsidiary companies, File No. 54-67; Peoples Light and Power Company, California Public Service Company, Texas Public Service Farm Company, Texas Public Service Company and West Coast Power Company, File No. 59-64.

The Commission having on March 9, 1943 (Holding Company Act Release No. 4159) instituted proceedings under sections 11 (b) (1) and 11 (b) (2) of the Public Utility Holding Company Act of 1935 with respect to Peoples Light and Power Company ("Peoples"), a registered holding Company, and its subsidiaries; and said proceedings having been consolidated for the purpose of hearing with those relating to an application heretofore filed by Peoples pursuant to section 11 (e) of said act seeking approval of a plan for effecting compliance with sections 11 (b) (1) and 11 (b) (2) of the act; and Peoples having from time to time filed amendments to the said section 11 (e) application; and

Hearings having been held in such consolidated proceedings and the Commission having heretofore approved various steps and action proposed in Peoples' original plan and amendments thereto;

Notice is hereby given that Peoples has filed an amended plan under section

11 (e) of the act dated as of November 15, 1944, hereinafter referred to as the "amended plan" for the purpose among other things of enabling Peoples to comply with the provisions of section 11 (b) of the act. Peoples states that such plan supersedes the plan originally filed on January 23, 1943 and subsequent amendments thereto, except in respect of sundry steps and action contemplated thereby which have heretofore been consummated or are now in process of being consummated.

All interested persons are referred to the aforesaid amended plan which is on file in the office of the Commission for a full statement of the transactions therein proposed, which may be summarized as follows:

1. Peoples, after obtaining the necessary authorizations to conduct a gas, electric, water and ice business in Texas, will acquire all the properties and assets and assume the liabilities of Texas Public Service Company, its subsidiary, in and through the liquidation and disolusion of the latter company.

2. Peoples will amend its Certificate of Incorporation so as to (a) change its name to "Texas Public Service Company" and (b) change its existing preferred stock, and its Class A and Class B common stocks into a single class of capital stock consisting of 278,748 shares of common stock of $8 par value per share, hereinafter referred to as "new stock"

3. Peoples will thereupon distribute to the holders of its present preferred stock, and its Class A and Class B common stock, cash and shares of new stock in exchange for shares of presently outstanding stock on the basis of: (a) $13 in cash and three shares of new stock for each share of present preferred stock, and (b) one-fifth share of new stock for each share of present Class A and Class B common stock. Holders of present preferred stock will thereby receive 89.5% of the aggregate amount of new stock. Holders of present Class A and Class B common stocks will receive 10.5% of the aggregate amount of new stock.

4. Upon the plan becoming effective, Peoples will forthwith pay a cash dividend of $1 per share on the new stock, such dividend to be charged to capital surplus.

5. Holders of the presently outstanding Purchase Warrants of Peoples will not participate in the plan and their present rights will be extinguished.

6. Peoples (after having changed its name to Texas Public Service Company) will enter into a Supplemental Indenture with the Provident Trust Company of Philadelphia, and Carl W. Fenninger, Trustees for the First Mortgage Bonds of the present Texas Public Service Company, assuming such bonds and the obligations under the indenture therefor as the successor of such company. Such Supplemental Indenture will however modify the existing indenture so as to permit the issuance of additional bonds on the basis of 60% (instead of 70%) of the cost or fair value of property additions, to include provisions required by the Trust Indenture Act of 1939, to provide a sinking fund beginning in 1948 equal to 1% of the principal amount of the bonds of the series now outstanding, and to provide an annual Improvement Fund beginning in 1946 requiring an appropriation out of income of an amount equal to 2% of depreciable property as of the beginning of the preceding calendar year.

7. Distribution of the new stock and cash will be made upon surrender of present preferred stock and Class A and Class B common stock of Peoples at the office of the New York Trust Company, 100 Broadway, New York City, the present transfer agent for the preferred stock, or at the office of any other agent or agents which may be designated for such purpose, any of such agents being hereinafter referred to as the "Distributing Agent."

8. From and after the effective date of the Amended Plan, the rights of holders of the outstanding preferred stock, the Class A and Class B common stocks and the purchase warrants of Peoples will cease, and the holders of such preferred, Class A and Class B stocks (including persons entitled to become holders thereof under the Plan of Reorganization of Peoples dated June 1, 1936) shall thereafter be entitled only, upon surrender of such shares of capital stock, to receive the cash and/or new stock distributable in respect thereof as provided in the amended plan.

9. No fractional shares of new stock will be issued, but in lieu thereof, non-dividend paying, non-voting Scrip, in bearer form, will be issued. Such Scrip, when combined with other Scrip, will be exchangeable for full shares of new stock (including any dividends which may have been paid thereon) upon presentation to the distributing agent at any time during a period of three years from the date such Scrip is ready for delivery. Thereafter, any remaining shares of new stock represented by Scrip will be sold, and holders of unexchanged Scrip will be notified that they will be entitled on surrender thereof to receive their proportionate share of the proceeds from the sale of such stock. At the expiration of two years from the date of such notification all rights pertaining to any remaining Scrip shall cease and any cash held for the benefit of such Scrip shall then be paid to and shall become the property of Peoples.

Peoples states that it proposes to submit, as an amendment to the foregoing amended plan, a proposed method of nominating candidates for the Board of Directors and for electing candidates to such board of directors, such nominations and elections to be carried out within a reasonable time after the effective date of the amended plan.

Peoples has requested that if this Commission shall approve the foregoing amended plan as proposed, or as subsequently modified by Peoples, the Commission shall apply to an appropriate United States District Court for an order to enforce and carry out the provisions of such plan. The amended plan shall become effective when such court order shall have become final and no longer subject to review. Peoples has reserved the right, nevertheless, to apply to this Commission for authority to submit the aforesaid plan to its stockholders for their approval, if such step becomes necessary in order to carry out the plan.

Peoples has further requested that if this Commission shall enter its order approving the amended plan as proposed or as modified that such order shall contain an order conforming with section 373 (a) of the Internal Revenue Code, as amended, and shall contain the recitals, specifications and itemizations described in section 371 (f) and 1808 (f) thereof.

The Commission being required by the provisions of section 11 (e) of the act before approving any plan thereunder to find after notice and opportunity for hearing that the plan as submitted or as modified is necessary to effectuate the provisions of subsection (b) of section 11, and is fair and equitable to the persons affected thereby, and it appearing appropriate to the Commission that notice be given and that a hearing be held upon the amended plan to afford all interested persons an opportunity to be heard with respect thereto;

It is ordered, That a hearing under the applicable provisions of the act and the rules of the Commission thereunder be held on the 14th day of February 1945 at 11:00 a. m., e. w. t., at the offices of the Securities and Exchange Commission, 16th and Locust Streets, Philadelphia, Pennsylvania, in such room as may be designated at that time by the hearing room clerk in Room 318. All persons desiring to be heard or otherwise wishing to participate in the proceedings should notify the Commission in the manner provided by its rules of practice, Rule XVII, on or before February 10, 1945.

It is further ordered, That Robert P. Reeder, or any other officer or officers of the Commission designated by it for that purpose, shall preside at the hearings in such matter. The officer so designated to preside at any such hearing is hereby authorized to exercise all the powers granted to the Commission under section 18 (c) of said act and to a trial examiner under the Commission's rules of practice.

It is further ordered, That without limiting the scope of the issues presented by these proceedings, attention will be directed at the hearing to a consideration of the following matters and questions:

1. Whether the amended plan, as proposed or as modified, is necessary to effectuate the provisions of section 11 (b) of the act and is fair and equitable to the persons affected thereby.

2. Whether the proposed allocation of 89.5% of the new common stock to the present preferred stock of Peoples and 10.5% to the present Class A and Class B common stock of Peoples is fair and equitable or whether such allocation should be modified so as to provide a greater or smaller allocation to any class of stock.

3. Whether the proposed acquisition by Peoples of the assets and assumption of the liabilities of the present Texas Public Service Company and the transactions incident to the liquidation and

dissolution of that company are in compliance with applicable sections of the act and the rules thereunder.

4. Whether the proposed issuance of new common stock and the modification of the provisions of the indenture securing the bonds of Texas Public Service Company are in conformity with the provisions of sections 6 and 7.

5. Whether the proposed accounting entries on the books of Peoples and of Texas Public Service Company are appropriate and in conformity with the requirements of the act.

6. What, if any, terms and conditions with respect to the proposed transactions should be prescribed in the public interest or for the protection of investors or consumers.

7. Whether the fees and expenses in connection with the proposed transactions are for necessary services and are reasonable in amount.

8. Generally, whether, in any respect, the proposed transactions are detrimental to the public interest or the interest of investors or consumers or will tend to contravene or circumvent any provisions of the act or the rules, regulations or orders promulgated thereunder.

9. What order or orders, if any, should be entered pursuant to subparagraphs (1) and (2) of section 11 (b) of said act requiring that Peoples and/or its subsidiaries take action additional to, or different from, that contemplated by the amended plan, in order to limit the operations of the holding company system to a single integrated public utility system, or to such single system and additional systems as may be retained under Clauses (A) (B) and (C) of section 11 (b) (1) and to such other businesses as are reasonably incidental or economically necessary or appropriate to the operations of such integrated public utility system or systems, and in order to ensure that the corporate structure or continued existence of any company in the holding company system will not unduly or unnecessarily complicate the structure or unfairly or inequitably distribute voting power among security holders of such holding company system.

It is further ordered, That the Secretary of the Commission shall serve notice of the hearing aforesaid by mailing a copy of this order by registered mail to Peoples Light and Power Company, its subsidiaries, to the Railroad Commission of Texas and to the Cities of Austin, Galveston and Port Arthur, Texas, and that notice shall be given to all other persons by general release of this Commission which shall be distributed to the press and mailed to the mailing list for releases issued under the Public Utility Holding Company Act of 1935; and that further notice be given to all persons by publication of this order in the FEDERAL REGISTER.

It is further ordered, That Peoples shall mail a copy of the amended plan including the exhibits thereto and of this notice and order at least twenty days prior to February 14, 1945 to each of its stockholders of record as of a date not earlier than December 1, 1944 at his recorded address.

By the Commission.

[SEAL] ORVAL L. DUBOIS, *Secretary.*

[F. R. Doc. 45-926; Filed, Jan. 15, 1945; 9:59 a. m.]

[File No. 68-27]

NEW ENGLAND PUBLIC SERVICE CO.

ORDER PERMITTING DECLARATION TO BECOME EFFECTIVE

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pa., on the 12th day of January 1945.

Lester Martin, William S. Spatcher and Howard H. Hubbard, acting as a protective committee for the holders of preferred stock of New England Public Service Company, a subsidiary of Northern New England Company, both registered holding companies, having filed a declaration, and amendment thereto, pursuant to section 12 (e) of the Public Utility Holding Company Act of 1935 and Rule U-62 promulgated thereunder with respect to the solicitation of authorizations from said preferred stockholders; and

A public hearing having been held after appropriate notice, and the Commission having considered the record in this matter and having made and filed its findings and opinion herein;

It is ordered, That said declaration, as amended, be and the same hereby is permitted to become effective, subject, however, to the terms and conditions set forth in Rules U-62 (g) and U-24 and to the following further conditions:

(1) That the committee will take no part in any controversy or negotiation relating to the allocation, between the $6 and $7 series preferred stock, respectively, of any of the assets of New England Public Service Company or of any securities issued in connection with any reorganization of New England Public Service Company allocable to the preferred stock (both $6 and $7 series) as a class.

(2) That a copy of our findings, opinion and order herein accompany the solicitation material sent to security holders by the committee.

By the Commission.

[SEAL] ORVAL L. DUBOIS, *Secretary.*

[F. R. Doc. 45-927; Filed, Jan. 15, 1945; 9:59 a. m.]

[File No. 68-28]

NEW ENGLAND PUBLIC SERVICE CO.

ORDER PERMITTING DECLARATION TO BECOME EFFECTIVE

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pa., on the 12th day of January 1945.

A declaration and amendments thereto having been filed with this Commission, pursuant to section 12 (e) of the Public Utility Holding Company Act of 1935 and Rule U-62 promulgated thereunder by Arthur E. Spellissy, James H. Orr, Hugh J. Chisholm and John R. McLane, acting as a committee, proposing to solicit authorizations from the preferred stockholders of New England Public Service Company, a subsidiary of Northern New England Company, both registered holding companies; and

A public hearing having been held after appropriate notice, and the Commission having considered the record in this matter and having made and filed its findings and opinion herein;

It is ordered, That said declaration, as amended, be and the same hereby is permitted to become effective, subject, however, to the terms and conditions set forth in Rules U-62 (g) and U-24 and to the following further conditions:

(1) That the Committee will take no part in any controversy or negotiation relating to the allocation, between the $6 and $7 series preferred stock, respectively, of any of the assets of New England Public Service Company or of any securities issued in connection with any reorganization of New England Public Service Company, allocable to the preferred stock (both $6 and $7 series) as a class.

(2) That a copy of our findings, opinion and order herein accompany the solicitation material sent to security holders by the committee.

By the Commission.

[SEAL] ORVAL L. DUBOIS, *Secretary.*

[F. R. Doc. 45-928; Filed, Jan. 15, 1945; 9:59 a. m.]

[File No. 70-1011]

FLORIDA POWER & LIGHT CO., ET AL

NOTICE REGARDING FILING

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pennsylvania, on the 12th day of January, A. D. 1945.

In the matter of Florida Power & Light Company, Consumers Water Company, Utilities Land Company, File No. 70-1011.

Notice is hereby given that a joint application or declaration has been filed with this Commission pursuant to Section 12 (c) and Rules U-42 and U-45 thereunder, of the Public Utility Holding Company Act of 1935, by Florida Power & Light Company ("Florida") a public utility subsidiary of American Power and Light Company, a registered holding company which is a subsidiary of Electric Bond and Share Company, also a registered holding company, and Florida's wholly owned, non-utility subsidiaries, Consumers Water Company ("Consumers"), and Utilities Land Company ("Utilities"), and

Notice is further given that any interested person may, not later than January 29, 1945, at 5:30 p. m., e. w. t., request the Commission in writing that a hearing be held on such matter, stating the reasons for such request and the nature of his interest, or may request that he be notified if the Commission should order a hearing therein. At any time thereafter such application, as filed or as amended, may become effective or may be granted, as provided in Rule U-23 of the rules and regulations promulgated pursuant to said Act. Any such request should be addressed: Secretary, Securities and Exchange Commission, Philadelphia 3, Pennsylvania.

All interested persons are referred to said joint application, which is on file in the office of said Commission for a statement of the transactions therein proposed, which are summarized below:

Florida owns all of the outstanding securities of Consumers and Utilities. Consumers proposes to pay Florida $150,000, in cash, on account of the 8% Income Demand Note of Consumers held by Florida in the principal amount of $962,000, and Florida proposes to forgive the remaining unpaid balance of said note as a contribution to the capital of Consumers and to waive its right to receive any interest now or hereafter payable thereon. Similarly Utilities proposes to pay Florida $85,000, in cash, on account of the 6% Note of Utilities held by Florida in the principal amount of $300,000 and Florida proposes to forgive the remaining unpaid balance of said Note as a contribution to the capital of Utilities. Florida also proposes to forgive $400,000 which is the principal amount of the 6% Income Note of Utilities held by Florida and to waive its right to receive any interest now or hereafter payable on both said Note and said Income Note.

By the Commission.

[SEAL] ORVAL L. DUBOIS, *Secretary.*

[F. R. Doc. 45-929; Filed, Jan. 15, 1945; 9:59 a. m.]

WAR FOOD ADMINISTRATION.

Farm Security Administration.

LICKING COUNTY, OHIO

DESIGNATION OF LOCALITIES FOR LOANS

Designation of localities in county in which loans, pursuant to Title I of the Bankhead-Jones Farm Tenant Act, may be made.

In accordance with the rules and regulations promulgated by the Secretary of Agriculture on July 1, 1941, as extended by the War Food Administrator's Delegation of Authority issued August 2, 1944, loans made in the county mentioned herein, under Title I of the Bankhead-Jones Farm Tenant Act, may be made within the localities herein described and designated. The value of the average farm unit of thirty acres and more in each of these localities has been determined in accordance with the provisions of the said rules and regulations. A description of the localities and the determination of value for each follow:

REGION III

OHIO

Licking County

Locality I: Consisting of the townships of Etna, Granville, Harrison, Hartford, Jersey, Licking, Lima, Madison, Monroe, Newark, St. Albans, and Union	67,737
Locality II: Consisting of the townships of Bennington, Burlington, Liberty, McKean, Newton, and Washington	5,548
Locality III: Consisting of the townships of Bowling Green, Eden, Fallsburg, Franklin, Hanover, Hopewell, Mary Ann, and Perry	4,329

The purchase price limit previously established for the county above-mentioned is hereby cancelled.

Approved: January 12, 1945.

FRANK HANCOCK, *Administrator.*

[F. R. Doc. 45-374; Filed, Jan. 13, 1945; 11:13 a. m.]

WAR PRODUCTION BOARD.

[C-244]

QUIN-SE-WILLA BAR AND CLUB

CONSENT ORDER

B. A. Kirkland is the owner and operator of Quin-Se-Willa Bar and Club located at 3847 W. Beaver Street, Jacksonville, Florida. Said property and business was purchased by him in the year 1940 after he had operated the same under a lease for approximately two years prior thereto. In the early summer of 1943 he resumed construction of a two unit five-room apartment building in the rear and to the east of said bar and club building and about 125 feet removed therefrom, the foundation for said building having been laid in December, 1941, and continued the resumed construction until formally notified to cease construction thereon in August, 1944. Said building was at the time work stopped and is now about 80 percent completed and will cost, when completed, approximately $7,500.00. Thereafter in the summer of 1943 he began construction of two two-unit apartment buildings, one at the northeast and the other at the northwest of the two unit five-room apartment building above referred to and in close proximity thereto and at the rear of said bar and club building and continued the construction thereon until formally notified by representatives of the War Production Board in August, 1944 to discontinue said construction. Said two buildings were approximately 60 percent completed at the time of said notice and are now 40 percent incomplete. Each of said buildings would cost, if completed, approximately $2,000.00.

The cost of the construction of each of said three buildings is in excess of the $200.00 limit and was in violation of paragraph (b) of the War Production Board Conservation Order No. L-41 issued on April 9, 1942 and as amended up to and including the amendment of July 27, 1943, and in violation of paragraph (c) of the amendment of said Order dated November 1, 1943 and of all subsequent amendments. B. A. Kirkland admits the violations above referred to and does not care to contest the same, and consents to the issuance of this order.

Wherefore, upon the agreement and consent of B. A. Kirkland for himself, his agents, associates, successors and assigns, the Regional Compliance Manager, Regional Attorney and upon the approval of the Commissioner, *It is hereby ordered,* That:

(a) B. A. Kirkland, individually or doing business as Quin-Se-Willa Bar and Club, or under any other name, his agents, associates, successors or assigns, shall not perform, permit or authorize any further construction on either of the three buildings above referred to or any other construction at or near Quin-Se-Willa Bar and Club, located as above set out, until and unless hereafter specifically authorized to do so in writing by the War Production Board.

(b) Nothing contained in this order shall be deemed to relieve B. A. Kirkland, individually or doing business as Quin-Se-Willa, his successors or assigns from any restrictions, prohibitions or provisions contained in any other order or regulation of the War Production Board except in so far as the same may be inconsistent with the provisions hereof.

(c) This order shall take effect on the date of issuance.

Issued this 12th day of January 1945.

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

[F. R. Doc. 45-858; Filed, Jan. 12, 1945; 4:30 p. m.]

[C-245]

DENVER WOOD PRODUCTS CO.

CONSENT ORDER

Denver Wood Products Company is a partnership composed of G. O. Phillips, A. B. Ballah, Jr., and H. R. Berglund. At all times since January 1, 1944, it has been engaged in manufacturing wood crates and boxes, at its place of business, 1945 West 3rd Avenue, Denver, Colorado. The partnership is charged by War Production Board with having received during the third quarter of 1944, 132,219

board feet of lumber more than was authorized, in violation of Limitation Order L-335, as amended. The partnership admits the charge but denies that the violation was wilful, and states that the violation was due to a misunderstanding of the order and a failure to maintain adequate accounting records, which it claims that it is now maintaining.

Wherefore, upon the agreement and consent of Denver Wood Products Company, the Regional Compliance Chief and the Regional Attorney, and upon the approval of the Compliance Commissioner, *it is hereby ordered,* That:

(a) During the first quarter of 1945, Denver Wood Products Company, it successors or assigns, shall not order for delivery nor accept deliveries of more than its authorized allocation of board feet of lumber reduced by 132,219 board feet.

(b) Nothing contained in this order shall be deemed to relieve the Denver Wood Products Company, its successors or assigns, from any restriction, prohibition or provision contained in any other order or regulation of War Production Board, except in so far as the same may be inconsistent with the provisions hereof.

Issued this 12th day of January 1945.

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

[F. R. Doc. 45-859; Filed, Jan. 12, 1945; 4:30 p. m.]