

The National Association of Broadcasters

NATIONAL PRESS BUILDING * * * * * WASHINGTON, D. C.
PHILIP G. LOUCKS, Managing Director

NAB REPORTS

Copyright, 1934. The National Association of Broadcasters



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AMP AND SESAC LICENSES

So many members have written concerning the licensing activities of the Associated Music Publishers, Incorporated (AMP), 24 West 45th Street, New York, and the Society of European Stage Authors and Composers (SESAC), 113 West 42d Street, New York, that it has become impossible for the NAB office, with its present staff, to answer each letter separately. However, we have taken this vast amount of correspondence, analyzed the questions to which answer is sought, and with the thought in mind that all might be interested, we shall endeavor through NAB REPORTS to answer, in so far as we are able, the questions raised.

AMP claims to have the right to license in the United States compositions published by the following publishers:

Universal Edition, Vienna; Albert J. Gutmann, Vienna; Otto Maass, Vienna; W. Bessel & Cie., Paris; Ed. Bote & G. Bock, Berlin; Editions Max Eschig, Paris; Julius Hainauer, Breslau; F. E. C. Leuckart, Leipzig; B. Schott's Soehne, Mainz; N. Simrock, Leipzig; Breitkopf & Hartel, Leipzig.

As will be noted in the subjoined correspondence, there are a few isolated instances in which the above publishers prior to the AMP agreements assigned certain United States rights to other American publishers, but in almost every case the publisher to whom such rights were assigned is a member of the American Society of Composers, Authors and Publishers (ASCAP). AMP, by contract, is exclusive agents for the serious copyrighted music of the firms of Hanson of Copenhagen and Doblinger of Vienna, but since these copyrights have not been assigned, the AMP does not indemnify any licenses against other claims.

SESAC claims to have the right to license in the United States compositions published by the following publishers:

Vertriebsstelle des Verbandes Deutscher Bühnenschriftsteller und Bühnenkomponisten, Berlin; "Solunastra" Musik Verlag, H. Haberer Helasco, Berlin; Edition Adler, Berlin; Ahn U. Simrock Bühnenverlag, Berlin; Allegro Theaterverlag, Berlin; Max Beck Verlag, Leipzig; Bryant Music Company, New York; Ernst Eulenburg, Leipzig; S. Fischer Verlag, Berlin; Rob. Forberg, Leipzig; Paul Gordon, Bühnenvertrieb, Berlin; Harmonie-Verlag, Berlin; International Edition, Leipzig; Richard Kaun-Verlag, Berlin; Kollo-Verlag, Berlin; Gebrueder Reinecke, Leipzig; Rondo-Verlag, Berlin; Robert Ruehle, Berlin; Schlesinger'sche B. u. M., Berlin; Edward Schuberth & Co., Inc., New York; SESAC Publications, New York; Steingraeber Verlag, Leipzig; Chr. Friedr. Vieweg, Berlin; Edition Vuvag Verlag u. Vertrieb, Berlin; Wernthal, Berlin; Gebethner and Wolff, Warsaw; Carl Gebrmans Musikfoerlag, Stockholm.

AMP and SESAC are independent organizations. Neither is affiliated with the ASCAP.

A Word About Copyright

A copyright in a musical work is property, protected by the laws of the United States, and the public performance for purposes of profit of such properly copyrighted work may not be lawfully presented except by permission or license of the owner of the copyright. Unlicensed performances are considered infringements.

The Copyright Act of 1909, now in effect, requires that musical works, in order to enjoy protection in the United States, must be published with the following form of notice: "COPYRIGHT (year) BY (name of owner)." Such notice must appear upon the title page or the first page of the music. Such imprint must appear upon all music, domestic or foreign, enjoying copyright protection in the United States.

Many stations have written asking for copies of the catalogs of the publishers whose works AMP and SESAC claim to control in the United States. While in instances the request was made for the purpose of ascertaining the scope of the catalogs and whether or not the rights claimed were actually worth the license fee asked, in some instances stations wanted such catalogs in order that infringements might be avoided.

It would be highly desirable if AMP and SESAC would publish complete catalogs of the works they license. At the present time each has filed with the NAB copies of the catalogs of the publishers whose works they claim to represent in the United States. With few exceptions these catalogs are published in foreign languages, prepared in differing classifications, and embrace many thousands of titles. While it is not an impossible task, it would require more money than the NAB can afford to have these catalogs translated, the titles classified, and published in a usable form.

Avoiding Infringements

It is my understanding that both the National Broadcasting Company and the Columbia Broadcasting System have licenses from both AMP and SESAC and that these licenses protect their affiliated stations with respect to programs originated by these networks. It is important that every station associated with a network or receiving programs from another source should adopt every precaution to see to it that proper copyright protection is obtained. Each station should exercise the greatest degree of care to ascertain that it is licensed to perform each and every musical composition which goes out over its antenna, regardless of whether such composition is performed by live talent either in the studio or from a remote control point, or received from a network; or by transcription, phonograph record or other mechanical means.

Since each copyrighted musical composition must bear the imprint of a copyright notice, it is possible to ascertain from the music to be used the name of the copyright owner. Upon ascertaining the name of the copyright owner, a check should be made against the list of publishers from whom licenses are held. If the station holds no license to perform the composition, either the composition should not be performed or a license for its performance should be secured.

Term of Copyright

The term of copyright protection in the United States is 28 years from the date of first publication plus an additional 28 years if the extended period is applied for. Under the present law, therefore, the maximum term of protection is 56 years. If the work shows by the imprinted notice of copyright to have been in publication in excess of 56 years, stations may make free use of such work. Compositions which have been in publication in excess of 56 years, compositions in publication for 28 years but which have not been renewed for the additional like term, and foreign works which have not complied with our laws with respect to registration and notice, are considered as part of the public domain of music.

Scope of AMP and SESAC Catalogs

AMP is reputed to have the licensing rights in the United States of more than 500,000 musical compositions, mostly of foreign origin. SESAC is reputed to have the licensing rights to some 275,000 titles, and most of these also are of foreign origin. These figures are estimates only. The NAB has not made an actual count, and furthermore both of these groups are undoubtedly acquiring additional catalogs from time to time. Many of these works undoubtedly are in the public domain, but it is a fact that each group controls a substantial number of compositions under current copyright and with respect to these the formalities of our law have been met. Their unauthorized or unlicensed performance is prohibited.

Warranties

The standard form of ASCAP license fully protects stations as to any non-dramatic public performance of works of American members of ASCAP. The warranty under the ASCAP contract extends only to its own members but ASCAP has stated that it is prepared to go further when, through no carelessness on the part of the station, it has, in good faith and with good sound reason to support

it, performed a composition which it had a right to believe was in ASCAP repertoire. But the station must be careful.

As will be seen from the correspondence published as a part of this report, both AMP and SESAC are prepared to warrant and save the station harmless with respect to the works they license. Such warranties are of the greatest importance, especially where there might be conflicting claims of copyright in a single composition.

Other Copyright Groups

Leaving out of consideration works in the public domain, stations may perform only such currently copyrighted musical compositions as fall within their licenses. ASCAP, AMP and SESAC do not control all of the music under current copyright. Even if a station has all three of these licenses, the greatest care should be exercised not to perform compositions not covered by such licenses.

Radio Program Foundation

For example, some 125,000 musical compositions are embraced in the Ricordi catalog which is licensed to the Radio Program Foundation and any station not having a sublicense from this Foundation has no right to perform this excellent Italian music. The Foundation was created by the NAB two years ago for the purpose of assisting members in their copyright problems, which were at the time and are continuing to become more complex, but this organization, except its acquisition of the Ricordi catalog, has been able to do very little in a constructive way. It has not been supported by all stations and this is due, perhaps, to the fact that stations now pay a percentage of money received from all programs (except political campaign speeches) and that they cannot afford to expend additional funds for copyright purposes.

Finally, be sure that you have a license to perform every copyrighted musical composition which goes out over your station. If there is doubt, and you do not have time to make a thorough check, don't use the number. If you desire to use a certain composition for which you have no license, ascertain the name of the copyright owner and obtain a license. If you desire to use the copyrighted musical compositions of any group such as ASCAP, AMP, SESAC or the Program Foundation you must have their licenses. It is difficult enough to check your programs against the licenses you hold. It is virtually impossible to check the music you have no right to perform. Both NBC and CBS have taken both AMP and SESAC licenses in addition to ASCAP and Foundation licenses. Many other stations likewise have taken these licenses. If you have need for and want to use the copyrighted compositions of AMP and SESAC there is no alternative except to take licenses. Otherwise, if you use their works you may be subject to infringement damages.

NATIONAL ASSOCIATION OF BROADCASTERS
NATIONAL PRESS BUILDING
WASHINGTON, D. C.

December 21, 1934.

Mr. M. E. Tompkins, Vice President,
Associated Music Publishers, Inc.,
25 West 45th Street,
New York, N. Y.

MY DEAR MR. TOMPKINS:

A number of the members of this Association have written me with reference to the licensing agreement which the Associated Music Publishers Incorporated is offering to broadcast stations. A copy of this form of agreement has just reached my desk.

In checking over the catalogs which you were good enough to send me some months ago I find that the catalogs of Doblinger (Vienna), Albert J. Gutmann (Vienna), Hansen (Copenhagen), Julius Hainauer (Breslau), Otta Maass (Vienna), Nagel Archives (Hanover), and Vienna Philharmonia Edition are missing from my file. Some of these undoubtedly are among your later acquisitions. Will you therefore send me copies of these catalogs so that my file may be complete?

While paragraph numbered (1) grants a license as to each of the compositions owned or controlled by the licensor during the term of the agreement, there is nothing in the agreement to the effect that the licensor's agreements with its publishers subsist throughout the period for which the license is issued. I presume this was an oversight in drafting. In order that this point may be clarified, may I ask if your contracts with publishers do not give you control of their works in the United States for, at least, the period for which you grant licenses?

With further reference to paragraph numbered (1) do you have the exclusive right in the United States to license all of the works

of the publishers whose names are listed in the agreement? Do you agree to protect the licensee against another claiming similar rights, or different rights in the same catalogs? Do you agree to defend against another claiming the same rights you claim? Would the licensee be compelled to meet such infringement suit himself or would you assume such defense in his behalf? If such suit were successful as against the licensee, do you agree to save him harmless with respect to resulting damages?

I would greatly appreciate an early reply to these questions in order that I might be in a position to pass this information along to our members.

Cordially yours,

NATIONAL ASSOCIATION OF BROADCASTERS
PHILIP G. LOUCKS, Managing Director.

PGL-S

ASSOCIATED MUSIC PUBLISHERS, INC.
25 WEST 45TH STREET
NEW YORK

January 31, 1935.

Mr. Philip Loucks, Managing Director,
National Association of Broadcasters,
National Press Building,
Washington, D. C.

MY DEAR MR. LOUCKS:

First, let me thank you for your letter of December 21st and also for sending to me a transcript of Mr. Heinecke's letter which I observe has appeared in *Broadcasting*.

I am pleased to send you the catalogs of those publishers for which you ask in the second paragraph of your letter, with exception of Gutmann and Otto Maass, which firms are subsidiaries of the Universal Edition, and Hainauer, whose catalogs are not available at present.

Answering the third paragraph of your letter we would say that in case we terminate any of the agreements now in effect with our publishers we should, of course, expect to make reasonable adjustment with any licensed broadcasters.

Answering the fourth paragraph of your communication, would advise that we do have the exclusive right in the United States to license and prohibit the performance by broadcasting of all of the works of the publishers copyrighted in the United States whose names we list in our regular agreements with radio stations, with certain minor exceptions listed below.

The following publishers have contracts with us which provide for the proper assignment to us of the United States copyrights of their catalogs, with the exceptions noted below:

Universal Edition, Vienna; Albert J. Gutmann, Vienna; Otto Maass, Vienna; W. Bessel & Cie., Paris; Ed. Bote & G. Bock, Berlin; Editions Max Eschig, Paris; Julius Hainauer, Breslau; F. E. C. Leuckart, Leipzig; B. Schott's Soehne, Mainz; N. Simrock, Leipzig; Breitkopf & Hartel, Leipzig.

We will indemnify and hold harmless any broadcasting licensee from and against any claim or suit that may be brought against such licensee for alleged infringement of copyright with respect to the performance by broadcasting of any copyrighted work of the above named publishers licensed by us if at the time of such performance the copyright has been assigned to us and properly recorded in the records at Washington and if the licensee gives us prompt notice of such claim or suit and permits us to conduct the defense thereof, furnishing us with reasonable assistance in connection therewith.

With respect to the catalogs of the above named firms, there are a very few isolated instances in which the publishers, prior to our agreement, assigned certain United States rights to other American publishers such as Schirmer, Fischer, etc. This would not seriously affect the rights under our broadcastings agreements as in almost every case the publisher to whom such few assignments were made is a member of ASCAP and therefore there would never be any difficulty respecting the broadcasting of these compositions.

In addition to the publishers named above we are by contract exclusive agents for the serious copyrighted music of the firms Hansen of Copenhagen and Doblinger of Vienna, but as these copyrights have not been assigned to us we do not indemnify any licensee against other claims, although under our contracts we have full right to license and prohibit the use of this music.

Yours most respectfully,

ASSOCIATED MUSIC PUBLISHERS, INC.
By (signed) M. E. TOMPKINS,
Vice President.

MET SLG

NATIONAL ASSOCIATION OF BROADCASTERS
NATIONAL PRESS BUILDING
WASHINGTON, D. C.

December 8, 1934.

Mr. Paul Heinecke, President,
Society of European Stage Authors and Composers, Inc.,
113 West 42nd Street,
New York, N. Y.

DEAR MR. HEINECKE:

Several of our members have written me concerning your standard form of agreement. In order that certain points therein may be clarified for our records, herewith follows certain inquiries concerning the subject matter thereof.

I will appreciate your cooperation in answering at your earliest convenience, so that for the benefit of our members this data may be on file together with the catalogs and other information previously furnished.

What is meant by a "part" of a grand right? Does this mean that the licensee is prohibited from performing, say, an aria from an opera, musical comedy, operetta or revue?

Are additional publishers' catalogs of music as acquired by you made available to the licensee? How is the licensee to know that these additional acquisitions come under your license?

Why do you require that the title and composer of a number be announced? Why do you require that the name of a musical production or sound film be announced, in addition to the title and composer, if such composition is taken from such production or film?

Is the licensee given the right to arrange, adapt or interpolate the compositions covered by the agreement? I am sure that you must appreciate the importance of this right where radio presentations are concerned.

Why do you require that the licensee furnish weekly reports of its program records?

Will your Society maintain substantially the same number of compositions throughout the term of your licenses?

Is the licensee protected against wholesale restriction?

In your agreement you list certain publishers with which you have agreements, and you state that you have the right, subject to various terms and conditions contained in these agreements, to authorize, prohibit, supervise and control performances in this country of certain musical compositions, dramatico-musical works and dramatic works. Do you distinguish between the works you have authority to license and those you do not? Do you have the exclusive right to these works? Do you inform the licensee of the terms and conditions or limitations upon the performing rights which you mention? Is the licensee protected against another claiming similar rights, or different rights in these same catalogs? Do you agree to defend against another claimant of the same rights which you claim? Would the licensee be compelled to meet such an infringement suit himself? If so, under what provision of the agreement would he be made whole?

Thanking you for your early advice.

Sincerely yours,

NATIONAL ASSOCIATION OF BROADCASTERS
Philip G. Loucks, Managing Director.

SOCIETY OF EUROPEAN STAGE AUTHORS AND
COMPOSERS, INC.

113 WEST 42ND STREET, NEW YORK

Cable: SESACOM

Phone Bryant 9-3223-3224

December 12, 1934.

Mr. Philip G. Loucks, Managing Director,
National Association of Broadcasters,
National Press Building,
Washington, D. C.

DEAR MR. LOUCKS:

This is to acknowledge receipt of your letter of December 8th in which you seek further information about our standard form of license and its subject matter.

So that your records may be complete, and in order that you may be in a position to properly advise your members, we are herewith replying in detail.

In connection with your inquiry concerning "a 'part' of a grand right," and whether the same would include an "aria," we would advise that as a matter of uniform interpretation, and in accordance with the custom of the trade, whenever this inquiry has come to our

attention, we have further explained this clause by defining a "part" of a grand right as a dramatic sequence or dramatic integration from a grand right work, such as an opera, operetta, musical comedy, revue, stage work, etc. Separate non-dramatic numbers or compositions, however, taken from these "grand right" works, e.g., songs, arias, etc., are deemed "small rights," and are therefore available for performance under SESAC's license, since not within the "grand rights" exception.

Additional catalogs which are acquired by SESAC from time to time are made available to the licensee pursuant to the license, and the licensee is so notified by SESAC bulletins.

As you may know, the SESAC repertory of copyrighted compositions included in SESAC's agreements with, up to the time of the present writing, forty publishing houses, increases constantly as the various publishers continue to bring out new compositions. Furthermore, the number of publishers, and therefore the size of SESAC's licensing repertory, is being increased as SESAC is continuing to acquire new groups of publishers.

In the matter of announcements of title and composer, and of the musical production or sound film, if the composition is taken therefrom, the announcement of the title and composer of the composition is required in the interest of the author and composer, but where the station, in certain instances, finds it inconvenient to make such announcement, and informs SESAC thereof (which would be entirely unusual), permission is granted to waive these announcements. However, it should be borne in mind that the public from the educational and cultural standpoint is best satisfied and indeed requests such announcements. This is especially true because frequently there are many compositions by the same title, such as "Serenade," "Lullaby," etc., etc., and likewise there are many composers with the same or similar names; for instance, the Strausses (5 of them), the Hollaenders (3), etc. There is a certain general, but not inflexible, uniformity which SESAC would like observed. Announcements of musical production or sound film from which a particular musical selection is taken is usually waived by SESAC upon request, unless for certain productions the producer insists or requires of SESAC that such announcement be made. Thus far, in all instances where the request has been made SESAC has granted the same.

In the matter of special arrangements, adaptations or interpolations for broadcasting, SESAC observes within reason the general requirements of the broadcaster as well as publisher and copyright owner. While SESAC is in entire sympathy with the broadcaster, and appreciative of his occasional need in the matter of special broadcasting adaptations, abridgements or arrangements for the purpose of providing the desirable "air" background, or for suiting an ordinarily lengthier work into a shorter performance period, or for varying cast or number of performers, etc., nevertheless, certain broad limits must be observed, as the broadcaster can well understand, in compliance with the rights of the copyright owner and composer in the protection and preservation of his original work against impairment or inferior adaptations. SESAC, therefore, in accordance with the universal custom prevailing among publishers, authors, composers and performers, grants this right to make the special adaptation which comes in question, upon special permission applied for.

SESAC has liberally cooperated with broadcasters who wish to present special adaptations or arrangements of a work and who inform SESAC thereof and request permission for same.

The relaxation from general requirement where justified, upon request, is also made in connection with the clause re furnishing weekly or examining program records. Of course, information and data concerning SESAC's performances are generally necessary as an important aid in the allocation of revenues to the publishers and composers.

Furthermore, the experience of SESAC, especially in the operation of its Program Department devoted exclusively to the matter of program building and music service to the broadcaster, has shown that the broadcasters themselves wish to send in their programs and are doing so in order that SESAC's Program Department may be guided by the particular type and character of the program features and requirements, as evidenced by the program records.

In connection with maintaining the size of SESAC's present repertory, we wish to assure you that SESAC will maintain substantially the same number of compositions and expects to continue to increase its repertoire in the future as it has in the past.

You will understand that many of our agreements with the publishers contain, expressly or impliedly, such limitations and conditions which are usual in the trade, and compliance with which so far as it is possible, is desirable. For example, some of the agreements reserve the right to restrict compositions included in the con-

tracts, especially production numbers. While SESAC to date has not restricted a single number from performance to any licensee, it nevertheless will be understood that upon possible occasions as a matter of fair trade practice and usage, SESAC may be obliged to reserve this right where the separate number from a stage or film work must be restricted, in accordance with the requirements of producers' contracts with SESAC. However, SESAC's policy does not countenance restrictions of any sort which would lessen or impair the value of the license, and SESAC will at no time issue lists of restricted titles of musical compositions which aggregate in excess of ten per cent of its repertory.

All of SESAC's contracts are exclusive, and generally speaking, cover all the compositions included in the catalogs of the particular publisher, but cognizance must be taken of the universal trade practice of music publishers, who from time to time, prior to entering into such an agreement as SESAC's, have sold to others the rights to certain compositions and single numbers from their catalogs. In such instances, of course, the exceptions are usually written into the contract. However, these exceptions are proportionately negligible in the case of SESAC's contracts. We note that in your letter you inquire hypothetically about the possibility of a demand or claim being made on a licensee by another in connection with the rendition of a composition covered by our license. While this inquiry, we would respectfully point out, is entirely academic, inasmuch as during the five years of our existence no such claim or demand against any station or performer has been made, nevertheless, be assured that if such a contingency were to occur, both from our own standpoint in protecting our rights, as well as from the desire to cooperate with, and relieve the NAB member of the annoyance and inconvenience which would be occasioned thereby, we would, legally and otherwise, upon ten days' notice to us in writing by United States registered mail, after the making of such claim or demand, personally defend and thereafter, if necessary, hold harmless and indemnify the NAB member from loss through such possible situation occurring by reason of the member's performance of musical compositions licensed for performance by us according to the terms and conditions of the standard license.

I trust that the above furnishes you the information which you wish.

Assuring you of our cooperation, we are,

Sincerely yours,

SOCIETY OF EUROPEAN STAGE
AUTHORS AND COMPOSERS, INC.
(Signed) Paul Heinecke
PAUL HEINECKE,
President.

NO ACTION ON COPYRIGHT BILL

The Department of State is still considering the mass of testimony presented at its recent conferences on the bill to enable the United States to enter the International Copyright Union. It is expected that the revised draft of the bill will be made available within the next week. It will then go to the Congress.

SPECIAL NOTE TO MEMBERS

The By-Laws of the NAB provide that a member is in arrears and subject to expulsion when he has not paid his dues in advance for any quarter. As the first quarter reaches its close, a few stations are in arrears and subject to expulsion action.

FEDERAL TRADE COMMISSION ACTIVITIES

Consent Decree

No. 1452. The Federal Trade Commission's suit against Inecto, Inc., of New York, hair dye manufacturer, has been concluded by the entry of a final decree in court by consent of both parties. The decree prohibits the corporation from using advertising claims that its hair dye, theretofore sold as "Inecto Rapid Notox" and also referred to as "Notox," "Inecto" and "Inecto Rapid" is safe and harmless or is non-toxic or that it does not contain certain toxic, poisonous or deleterious ingredients. The use of non-genuine consumer testimonials and endorsements is also prohibited. This does not prohibit the company from representing that its product may be used with reasonable safety by those who are in good health and have no scratch or abrasion and who show no particular susceptibility to dyes of this character.

Cease and Desist Orders

Cease and desist orders have been issued by the Commission in the following cases:

No. 2226. National Association of Ladies' Handbag Manufacturers, New York City. To cease and desist from carrying out agreements and combinations to fix and maintain uniform prices of imitation ladies' handbags. The respondents elected not to contest the proceeding and consented to issuance of an order.

No. 2197. Mallory Clothes, Inc., of New York City. To cease using the words "factory", "manufacturing" and "factory salesmen" until it owns or operates a factory making the clothes it sells and to stop advertising that these clothes are made to order and measure of the customer when in fact they are "ready made" clothing. The use of the words "tailor" and "tailored" in connection with order blanks is to be discontinued unless it is plainly printed that the customer is buying a suit to be taken from stock, or unless the clothing is made to measurement. The company must desist from stating that it maintains "representatives in all principal cities".

No. 2268. Eli Dane, trading as York Radio Co., New York City. To discontinue attaching to radio sets plates bearing the names "Edison" and "Victor" and to stop representing in literature or advertisements that the sets were manufactured or licensed by the Edison and Victor companies. The respondent consented to the issuance of the order.

No. 2255. Briarwood Corporation, Cleveland, O. To discontinue misleading advertising stating "Made from Genuine Imported Briar Root" or using the name "Briar Knobs" unless in connection with the word "ground" or other word of like import conspicuously displayed.

Voluntary Agreements

Unfair competition of various types will be discontinued by the following companies under stipulations between the Federal Trade Commission and the concerns in question:

No. 1286. Universal Crushed Shell Co., Muscatine, Iowa. To cease using in its advertising the words "Crushed Oyster Shell" so as to imply that its crushed shell product is made wholly of crushed oyster shell, or that its shell flour product is composed entirely of powdery substance resulting from crushing oyster shells. Provision is made in the stipulation that the term shall be accompanied by other words in conspicuous type indicating clearly that the products are not made entirely of crushed oyster shells, where this is the case.

No. 1287. J. W. Gibson, trading as J. W. Gibson Co., Indianapolis, Ind. To cease using in his advertising the words "Vanilla", "Black Walnut" or "Strawberry" to describe flavoring products, unless, when the products simulate these flavors, their names shall be accompanied by words clearly showing that the flavorings are imitations. Also to discontinue using "LaFrance" independently or in connection with "Adoree" so as to imply erroneously that certain cosmetics are of French origin.

No. 1288. Red Top Brewing Co., Cincinnati, O. To discontinue advertising that all of its beer is "Krausened" (carbonizing beer with its own natural gases), provision being made that when the term is used in advertising with a picture of the bottle, it shall be definitely set forth that the process is used only in the manufacturing of such part of the product as is sold in barrels and kegs.

No. 1289. J. Morris & Co., 2540 Atlantic Ave., Brooklyn, N. Y. To cease using "Made in U. S. A." to describe its outfits unless the articles actually are manufactured in this country. When the product is composed only in part of pieces made in the United States, the aforementioned slogan shall be accompanied by words clearly designating this.

No. 1290. C. W. Hunter, trading as the Hunter Chemical Laboratory, Philadelphia. To cease using the name Hunter Chemical Laboratory in advertising or on labels or in other ways tending to confuse buyers into believing that he is a chemist or that he owns, controls or operates a chemical laboratory, when this is not true.

No. 1291. Benjamin Cisenfield, trading under the names Earle Soap Manufacturing Co., The Nursery Institute, Ben's Cut Rate Store, and Virginia Lee Cosmetics. To cease using the word "Castile" in his advertising or as a brand of soap having an oil or fatty composition not derived wholly from olives; to desist from publishing fictitious or exaggerated prices and to discontinue using the word "Doctor" as a trade name or designation so as to deceive buyers into believing that products have been compounded in accordance with prescription or under the direction of a doctor, when these are not the facts.

No. 1292. The D. Bacon Co., Harrisburg, Pa. To cease using methods promoting the sale of candy by gift enterprise or lottery.

No. 1293. H. Malkin's Sons, New York City. To cease using the word "Doctor" which tends to confuse buyers into believing the

children's shoes made by the company have been manufactured under the supervision of a doctor and to contain scientific or orthopedic features resulting from medical advice or services, when this is not true.

No. 1294. Pine Products International, Inc., New York, N. Y. To cease using "Swiss" or "Direct from Switzerland" in advertising unless the pine essence from which the bath preparation is made is a product of Switzerland or of pine needles grown in and imported from there.

No. 1295. Worcester Knitting Co., Worcester, Mass. To cease using phrases "100 per cent All Wool," "100 per cent Pure Wool" or "100 per cent Virgin Wool" to designate garments not composed wholly of wool.

No. 1296. Esterbrook Steel Pen Manufacturing Co., New York. To cease using in its advertising certain coined words of which gold is a part so as no longer to tend to deceive buyers into believing that the products so designated are composed wholly or in part of gold when this is not true.

No. 1297. P. J. Morton, Oakland, Calif., trading as Professional Systems Co. To cease and desist using in advertising the forms "McCaskey" so as to deceive buyers into believing that the products are those of the McCaskey Register Co., when this is not true, and from using forms identical with those used by the McCaskey Register Co., so as to avoid tending to mislead buyers.

No. 1298. Charles Spiegel Co., Inc., Salem, Mass. To cease using the term "Doctor" as a trade name or designation for its shoes so as to tend to mislead buyers into the belief that its products are made in accordance with the design or under the supervision of a doctor or to contain special or orthopedic features resulting from medical advice or services.

No. 1299. Barbasol Razor Corporation, Indianapolis, Ind. To desist from representations tending to deceive buyers into believing that certain of its products are manufactured by the company, when this is not true.

Complaints

The Federal Trade Commission has alleged unfair competition in complaints issued against the following companies. These companies will be given opportunity to appear at hearings to show cause why cease and desist orders should not be issued against them.

No. 2303. Climax Rubber Co., Brooklyn, N. Y. The respondent is charged with advertising products as being made of a kind of rubber having antiseptic and anti-acid properties which kill bacteria and neutralize perspiration and other body wastes, when this is not true. The complaint alleges violation of the Federal Trade Commission Act and the code of fair competition for the sanitary and waterproof specialties manufacturing industry. Hearing March 29.

No. 2087. Charles H. Bacon Co., Lenoir City, Tenn., and Scott-Bartels Company, Inc., New York City. Hosiery composed largely of cotton and rayon is alleged to have been represented as containing genuine and pure silk in a proportion greater than was in fact present. Violation claimed of both the Federal Trade Commission Act and the standard of fair competition of the hosiery industry. Hearing March 29.

No. 2299. Leon Friedman and Barney Miller, Hartford, Conn., trading as the New England Tea and Coffee Co. Selling a compound of coffee, chicory, cereal and other pulverized substances as "coffee with cereal and chicory of the finest quality," the words "with cereal" indicating to the public, according to the complaint, that the cereal content is a minor element and a mere incident to the coffee and chicory. The complaint points out that the respondents' products contain a large percentage of cereal and ingredients other than coffee and chicory, these percentages ranging from 25 to 60 per cent, far in excess of that indicated on the label.

No. 2300. William and Max Littman, New York City, trading as Imperial Laboratories. The complaint points out that use of the word "Laboratories" in the respondents' trade name and advertising is false and misleading because they do not own one. The complaint also alleges that the lotion made by the company has not been "perfected by leading chemists" as stated nor the formula invented by such chemists. Hearing March 29.

No. 2301. Economic Films, Inc., and Frank R. Wilson, New York City. Misleading and deceptive use of the likeness of the President of the United States in the picture and the accompanying oral comment are described as having "a substantial tendency to cause respondents' film, 'Forward America,' to be sold, leased, distributed and produced, in competition with other moving picture productions, to a greater extent than would be the case without said likenesses or comment." Hearing March 29.

No. 2302. The Market Gardeners' Seed Co., Cincinnati, Ohio. Misstatement of the number of noxious weed seeds in containers or packages sold by the company is charged. Hearing March 29.

Nos. 2304, 2306, 2307. V. S. Lankford and W. S. Wharton, Hampton, Va., the latter trading as Consolidated Crab Co., and E. L. Anderson, of Yorktown, Va. Complaint issued at the application of the National Recovery Administration. The respondents are alleged to have violated the code by paying pickers of crab meat compensation at less than code rates, and to have shipped crab meat for sale on consignment to persons and companies in various states when the code specifically prohibits shipment on consignment. Hearing April 5.

No. 2305. David Jacoby and Morris Gottshagen, New York City, trading as the Mills Sales Company. Alleged to have sold shoe laces with labels featuring the word "Mercerized" when these laces had not been treated with a mercerizing process. Hearing April 5.

No. 2308. Harry Greenberg and Leo Josefsberg, New York City, trading as Greenberg & Josefsberg, G & J Manufacturing Co., G & J Products, and the American Merchandise Co. Alleged to have sold Japanese-made toothpicks in boxes bearing labels closely imitating the labels, size and shape of boxes of toothpicks made in the U. S. and sold by the Diamond Match Co., Chicago. Hearing April 5.

Under stipulation No. 1300 respondents agreed to cease representing toothpicks as "hygienic," "packed by machine," "not touched by hands," and "cut from choice birch" when in fact the articles were not made or packed under these conditions.

RECOMMENDS MORE TIME FOR WTBO

Station WEBR, Buffalo, N. Y., applied to the Federal Communications Commission to change its frequency from 1310 to 800 kilocycles, its power from 250 watts day and 100 watts night to 1,000 watts, and from limited time to local sunset at Dallas, Tex. Also Station WTBO, Cumberland, Md., asked that its operating time be changed from daytime to local sunset at Dallas, Tex.

George H. Hill (e), in Report No. I-25, recommended this week that the application of WEBR be denied, but that the application of WTBO be granted. The Examiner found that the granting of the WEBR application would allow the station to render more service, but he points out that Buffalo is now served by four broadcasting stations and one experimental station. Also, WTBO is the only station rendering consistent service to the Cumberland area and no substantial interference would be caused to the service area of any existing broadcasting station if the application of WTBO were granted.

INTERNATIONAL COMMITTEE MEETS

Senator Wallace H. White, Jr., of Maine was reelected president of the American Section of the International Committee on Radio at a meeting held this week at the University Club.

Other officers elected include: Louis G. Caldwell, vice president; Howard S. LeRoy, treasurer; and Paul M. Segal, secretary. The executive council consists of William R. Vallance, chairman; A. L. Ashby, Henry A. Bellows, Thad H. Brown, J. H. Dellinger, and F. P. Guthrie.

At the meeting, Senator Wheeler, of Montana, chairman of the Senate Committee on Interstate Commerce, talked. Others who also spoke included Dr. J. H. Dellinger, Bureau of Standards; J. B. Weaver, chief of the Bureau of Navigation, Department of Commerce; and Dr. Austin Clark, of the Smithsonian Institute.

COMMISSION GETS \$750,000

The House of Representatives has passed the resolution providing \$750,000 for the Federal Communications Commission for the making of the investigation of the American Telephone & Telegraph Company. This resolution has already passed the Senate and it now goes to the President for signature to become law. It is expected that the resolution will be signed.

SECURITIES ACT REGISTRATION

The following companies have filed registration statements with the Securities and Exchange Commission under the Securities Act:

Committee for the Kelly-Springfield Tire Co., New York City. (2-1298, Form D-1)

American Business Shares, Inc., Jersey City, N. J. (2-1299, Form A-1)

Second Larkins-Warr Trust, Tulsa, Okla. (2-1300, Form A-1)

Renotex, Inc., New York City. (2-1301, Form A-1)

Conelius J. Shea, et al., St. Louis, Mo. (2-1302, Form F-1)

T. I. S. Management, Inc., Jersey City, N. J. (2-1303, Form C-1)

Sunrise Mines, Inc., San Diego, Calif. (2-1304, Form A-1)

FEDERAL COMMUNICATIONS COMMISSION
ACTION

HEARING CALENDAR

Wednesday, March 13, 1935

- WIBA—Badger Broadcasting Co., Inc., Madison, Wis.—Extension of special experimental authorization, **1280 kc.**, 500 watts, 1 KW LS, 500 watts additional night power, unlimited time.
NEW—The Journal Co. (The Milwaukee Journal), Milwaukee, Wis.—C. P., **1010 kc.**, 1 KW, unlimited time.

Thursday, March 14, 1935

- KCRC—Enid Radiophone Co., Enid, Okla.—Modification of license, **1360 kc.**, 250 watts, unlimited time. Present assignment: **1370 kc.**, 100 watts, 250 watts LS, S-KGFG.
NEW—Guthrie Broadcasting Co., Guthrie, Okla.—C. P., **1200 kc.**, 100 watts, S. H. (facilities of WBBZ).
WBBZ—Estate of C. L. Carrell, deceased, Howard Johnson, representative, Ponca City, Okla.—Renewal of license, **1200 kc.**, 100 watts, unlimited time.
NEW—Price Silver, O. L. Bayless, and J. W. Steele, Jr., Duncan, Okla.—C. P., **1500 kc.**, 100 watts, unlimited time.

Friday, March 15, 1935

Before Thad H. Brown, Commissioner, at San Antonio

- Mrs. Nellie H. Morris and W. C. Morris, working as "Hotel Eagle," El Paso, Tex.—Authority to transmit programs from Eagle Pass, Tex., over XEPN, Piedras Negras, Mexico, on **590 kc.** Licensed 100 KW, using 50 KW.

Before an Examiner

- NEW—Harris County Broadcast Co., Houston, Tex.—C. P., **9510, 11770, 15150 kc.**, 500 watts.

APPLICATIONS GRANTED

- WTAD—Illinois Broadcasting Corp., Quincy, Ill.—Granted modification of license to change frequency from **1440 kc.** to **900 kc.** and hours of operation from sharing with WMBD to daytime.
WMBD—Peoria Broadcasting Co., Peoria, Ill.—Granted modification of license to change hours of operation from sharing with WTAD to unlimited.
KXYZ—Harris County Broadcast Co., Houston, Tex.—Granted **1440 C. P.** to make changes in equipment and increase power from 500 watts to 1 KW.
WMFE—William J. Sanders, Britain, Conn.—Granted modification **1380** of C. P. extending completion date from 2-16-35 to 5-16-35.
WSPD—Toledo Broadcasting Co., Toledo, Ohio.—Granted modification of C. P. to make changes in equipment; move transmitter from 505 Jefferson Ave., Toledo, to near Toledo; extend commencement date to 30 days after grant and completion date to 120 days thereafter.
WMFJ—W. Wright Esch, Daytona Beach, Fla.—Granted modification of C. P. to move studio and transmitter locally, extend commencement date to within 30 days of grant and completion date to within 90 days thereafter.
WLAC—Life & Casualty Ins. Co. of Tenn., Nashville, Tenn.—**1470** Granted consent to voluntary assignment of license to WLAC, Inc.
WCFL—Chicago Federation of Labor, Chicago, Ill.—Granted modification of C. P. to extend completion date from 8-1-34 to 2-1-35.
KECA—Earle C. Anthony, Inc., Los Angeles, Calif.—Granted **1430** modification of C. P. to extend completion date from 3-15-35 to 6-15-35.
WMFF—Plattsburg Broadcasting Corp., Plattsburg, N. Y.—**1310** Granted license to cover C. P., **1310 kc.**, 100 watts, daytime.
WJBO—Baton Rouge Broadcasting Co., Inc., Baton Rouge, La.—**1420** Granted license to cover C. P., **1420 kc.**, 100 watts, daytime.
WIBU—Wm. C. Forrest, Poynette, Wis.—Granted license to cover **1210 C. P.**, **1210 kc.**, 100 watts night, 250 watts day, unlimited time.
WCBS—WCBS, Inc., Springfield, Ill.—Granted modification of **1420** license to change frequency from **1210 kc.** to **1420 kc.**; also to change hours of operation from sharing with WTAX to specified: 6 to 10 a. m.; 100 watts power.

- KGEK—Elmer G. Beehler, Sterling, Colo.—Granted modification **1200** of license to change hours of operation from daily, except Sundays, 11:30 a. m. to 1:30 p. m.; Tuesday and Friday nights, 7:15 to 8:45 p. m.; and Sundays, 11 a. m. to 12:15 p. m., MST; to daily, except Sundays, 11:30 a. m. to 1:30 p. m.; Tuesday and Friday nights, 7:15 to 8:45 p. m.; and Sundays, 11 a. m. to 12:15 p. m. and 2:30 to 3:30 p. m., MST.
WSGN—R. B. Broyles, tr. as R. B. Broyles Furniture Co., Birmingham, Ala.—Granted consent to voluntary assignment of license to Ormond O. Black and Mary Collett Black (lessees).
WMMN—A. M. Rowe, Inc., Fairmont, W. Va.—Granted consent **890** to transfer control of corporation from A. M. Rowe, Inc., to West Virginia Broadcasting Corp.

SET FOR HEARING

- NEW—Hartford Broadcasting Co., Inc., Hartford, Conn.—C. P. **1290** for new station, **1200 kc.**, 100 watts, unlimited time (site to be determined).
NEW—Worcester Broadcasting Co., Inc., Worcester, Mass.—C. P. **1200** for new station, **1200 kc.**, 100 watts, unlimited time.
WFAS—Westchester Broadcasting Corp., White Plains, N. Y.—**1210 C. P.** to increase day power from 100 to 250 watts and make changes in equipment.
NEW—Duluth Broadcasting Co., Duluth, Minn.—C. P. for new **1200** station, **1200 kc.**, 100 watts, unlimited time.
NEW—A. L. Chilton, Kilgore, Tex.—C. P. for new station, **990 kc.**, 500 watts, daytime (site to be determined).
NEW—Evansville on the Air, Inc., Evansville, Ind.—C. P. for new **1370** station, **1370 kc.**, 100 watts, unlimited time.
WAAF—Drovers Journal Publishing Co., Chicago, Ill.—C. P. to **920** make changes in equipment, move transmitter to new location locally, and increase operating time from daytime to unlimited.
NEW—Ward Walker, Seattle, Wash.—C. P. for new station, **760 kc.**, 250 watts night, 500 watts day (site to be determined). To be heard by the Division en banc, April 24, 1935.
NEW—David Parmer, Atlanta, Ga.—C. P. for new station, **1370 kc.**, 100 watts night, 250 watts day, unlimited.
NEW—Clark Standiford, Porterville, Calif.—C. P. for new station, **1420 1420 kc.**, 100 watts, unlimited.
WGST—Georgia School of Technology, Atlanta, Ga.—Modification **890** of license to increase night power from 500 watts to 1 KW. (Licensed for **890 kc.**, 1 KW day, unlimited.)
- ACTION ON EXAMINERS' REPORTS
- NEW—Ex. Rep. No. 1-22: Southern Minnesota Broadcasting Co., **1310** Rochester, Minn.—Granted C. P. for new station to operate on **1310 kc.**, 100 watts, unlimited time, sustaining Examiner R. H. Hyde.
WBBM—WBBM Broadcasting Corp., Chicago, Ill.—Granted C. P. **770** to increase power from 25 to 50 KW and install new equipment, **770 kc.**, unlimited time day, synchronize with KFAB night. Order effective March 26, 1935. (Heard by Commission en banc.)
KFAB—KFAB Broadcasting Co., Lincoln, Nebr.—Granted C. P. **770** to increase power from 5 to 10 KW; also install new equipment, **770 kc.**, unlimited day, synchronize with WBBM night. Order effective March 26, 1935. (Heard by Commission en banc.)

MISCELLANEOUS

- WIL—Missouri Broadcasting Corp., St. Louis, Mo.—Denied protest asking reconsideration of grant made on February 5, 1935, of a C. P. to the Missouri Valley Broadcasting Co., Inc., for a new station to operate on **1500 kc.**, 100 watts.
KSD—Pulitzer Publishing Co., St. Louis, Mo.—Denied protest asking reconsideration of grant made on February 5, 1935, of a C. P. to the Missouri Valley Broadcasting Co., Inc., for a new station to operate on **1500 kc.**, 100 watts.
KWK—Thomas Patrick, Inc., St. Louis, Mo.—Denied protest asking reconsideration of grant made on February 5, 1935, of a C. P. to the Missouri Valley Broadcasting Co., Inc., for a new station to operate on **1500 kc.**, 100 watts.
WIP—Pennsylvania Broadcasting Co., Philadelphia, Pa.—Suspended grant and designated for hearing application for increase in power for night-time use from 500 watts to 1 KW, because of the protest of Station WICC, Bridgeport, Conn.
WHFC—WHFC, Inc., Cicero, Ill.—Denied petition asking for reconsideration of Commission's action of January 29, 1935, designating for hearing application for C. P. to operate on **1420 kc.**, 100 watts night, 250 watts LS.

NEW—Alexandria Broadcasting Co., Alexandria, La.—Denied petition asking Commission to reconsider its action in designating for hearing application for authority to erect a new broadcast station in Alexandria to operate on **1370 kc.**, 100 watts.

Milwaukee Broadcasting Co., Milwaukee, Wis.—Suspended grant for C. P. for a new station in Milwaukee, Wis., to operate on **1310 kc.**, 100 watts power, and designated application for hearing because of the protest of Station WHBL, Sheboygan, Wis.

NEW—W. C. Hilgedick and Ge. C. Knaur, Denison, Tex.—C. P. for new station to operate on **1200 kc.**, 100 watts, daytime hours, heretofore designated for hearing, was dismissed at request of applicant.

NEW—Guilford Broadcasting Co., Abilene, Tex.—C. P. for new station, **1420 kc.**, 100 watts, unlimited time, heretofore designated for hearing, was denied as in cases of default, for failure to file a written appearance and statement of facts in accordance with Rule 48 (b).

WOW—Woodmen of the World Life Ins. Co., Omaha, Nebr.—Modification of C. P. to increase power and move transmitter, heretofore authorized, was retired to the closed files upon request of applicant.

RATIFICATIONS

WNBO—John Brownlee Springs, Silver Haven, Pa.—The Commission, Broadcast Division, upon its own motion, ordered that the effective date of the termination of the temporary license of Radio Station WNBO be extended from 3 a. m., EST, March 1, 1935 (as shown in Minute 108), to 3 a. m., EST, March 15, 1935.

WFIL—WFIL Broadcasting Co., Philadelphia, Pa.—Granted extension of special temporary experimental authorization to operate on **560 kc.**, 1 KW power, night, for the period beginning 3 a. m., EST, March 1, 1935, and ending in no event later than March 31, 1935.

APPLICATIONS RECEIVED

First Zone

WMFI—Patrick J. Goode, New Haven, Conn.—Modification of construction permit to erect a new station to operate on **900 kc.**, 500 watts, daytime, requesting extension of commencement and completion dates.

NEW—The Monocacy Broadcasting Co., Frederick, Md.—Construction permit to erect a new station on **900 kc.**, 500 watts power, daytime.

NEW—Paul Sullivan Andrews, Lewiston, Maine.—Construction permit for a new station on **560 kc.**, 250 watts power, nighttime operation.

WHDH—Matheson Radio Co., Inc., Boston, Mass.—Modification of license to change frequency from **830 kc.** to **1230 kc.**, hours of operation from local sunset at Denver, Colo., to unlimited time.

WBNX—Standard Cahill Co., Inc., New York, N. Y.—Modification of license to increase power from 250 watts to 500 watts.

Second Zone

WMPC—The First Methodist Protestant Church of Lapeer, La-peer, Mich.—Construction permit to make changes in equipment and increase power from 100 watts to 100 watts, 250 watts day.

WLW—The Crosley Radio Corp., Cincinnati, Ohio.—Modification of special experimental authorization to use 500 watts power from local sunset to 6 a. m., using directional antenna to reduce signal in Niagara to Lockport, N. Y., area to equivalent of 50 KW, for period ending 8-1-35.

WPHR—WLBG, Inc., Petersburg, Va.—License to cover construction permit (2-P-B-3291) as modified to change location of transmitter, change frequency, install new equipment, change hours of operation, and increase power.

WELL—Enquirer-News Co., Battle Creek, Mich.—Construction permit to make equipment changes; increase power from 50 to 100 watts; move transmitter from 38 W. State Street and move studio from 221 Champion Street to 1 West Michigan Ave., Battle Creek, Mich.

WLVA—Lynchburg Broadcasting Corp., Lynchburg, Va.—Construction permit to make changes in equipment.

WHBC—Edward P. Graham, Canton, Ohio.—Modification of **1200** license to change hours of operation from specified hours to unlimited. Facilities of Station WNBO.

Third Zone

WJTL—Oglethorpe University, Oglethorpe University, Ga.—Voluntary assignment of license from Oglethorpe University to J. W. Woodruff and S. A. Cisler, Jr., d/b as Atlanta Broadcasting Company.

KPRC—Houston Printing Co., Houston, Tex.—Extension of special **920** experimental authorization to increase power to 5 KW day for period ending 9-1-35.

WRGA—Rome Broadcasting Corp., Rome, Ga.—Modification of **1500** license to change hours of operation from specified hours to unlimited time.

Eugene DeBogory, tr/as Dallas Radio Research Engineers, Dallas, Tex.—Construction permit for experimental broadcast station, **1550 kc.**, 1 KW power. Amended: request **1570 kc.**

KBTM—W. J. Beard (Beard's Temple of Music), Paragould, Ark.—Modification of construction permit (3-P-B-2987) as modified to extend commencement date from 12-21-33 to 10-1-34 and completion date from 11-1-34 to 3-1-35.

KWEA—International Broadcasting Corp., Shreveport, La.—Voluntary assignment of license to The Allen W. Hinkel Dry Goods Co., Wichita, Kans.

KBTM—W. J. Beard (Beard's Temple of Music), Jonesboro, **1200** Ark.—License to cover construction permit (3-P-B-2987) as modified to move station from Paragould to Jonesboro, Ark.

WKEU—Radio Station WKEU, Griffin, Ga.—License to cover **1500** construction permit (B3-P-195) to move transmitter and studio and change hours of operation.

NEW—Homer York, Lufkin, Tex.—Construction permit to erect **1350** a new station to operate on **1340 kc.**, 250 watts, unlimited time. Amended to change frequency to **1350 kc.** and hours of operation to specified hours (2 p. m. to 10 p. m.).

NEW—Florida Capitol Broadcasters, Tallahassee, Fla.—Construction permit to erect a new station to operate on **1310 kc.**, 100 watts, unlimited. Amended: Transmitter location to be determined.

WAIM—Wilton E. Hall, Anderson, S. C.—Modification of construction permit authorizing a new station to operate on **1200 kc.**, 100 watts, unlimited time, to request changes in equipment and move of transmitter from 316-320 N. Main Street, Anderson, S. C., to Anderson, S. C.

WJAX—City of Jacksonville, Jacksonville, Fla.—Construction permit to install new equipment and increase power from 1 KW to 1 KW, 5 KW day.

NEW—Eugene DeBogory and Mildred English, d/b as Dallas **1500** Broadcasting Co., Dallas, Tex.—Construction permit to erect a new station to be operated on **1500 kc.**, 100 watts power, daytime. Amended re hours of operation.

KTRH—KTRH Broadcasting Co., Houston, Tex.—Construction **1330** permit to make equipment changes; increase power from 1 KW, 2½ KW day, to 5 KW day and night; change frequency from **1330 kc.** to **1290 kc.** Amended to omit request for increase of night power.

WGCM—WGCM, Inc., Mississippi City, Miss.—Construction permit to change frequency from **1210 kc.** to **1120 kc.**; make equipment changes; change hours of operation from specified hours to unlimited time; change power from 100 watts, 250 watts day, to 500 watts day and night.

WQER—Georgia School of Technology, Portable.—License to cover construction permit of broadcast pickup station. Amended: Change to **1646, 2090, 2190, 2830 kc.**

WQET—Georgia School of Technology, Portable.—License to cover broadcast pickup station for **1622, 2190 kc.**, 15 watts. Special. Amended to change to **1646, 2090, 2190, 2830 kc.**

Fourth Zone

KSO—Iowa Broadcasting Co., Des Moines, Iowa.—Construction **1320** permit to move transmitter from 715 Locust St., Des Moines, Iowa, to north of Des Moines, Iowa. Amended to make changes in equipment.

NEW—Duluth Broadcasting Co., Duluth, Minn.—Construction **1200** permit for a new station to be operated on **1200 kc.**, 100 watts, unlimited. Amended re frequency.

WTRC—Truth Radio Corp., Elkhart, Ind.—Construction permit **1310** to make change in equipment and increase power from 50 watts, 100 watts day, to 100 watts, 250 watts day.

WJBC—Wayne Hummer and Harry Dee, d/b as Kaskaskia Broadcasting Company, Bloomington, Ill.—License to cover construction permit B4-P-249 for equipment changes.

WILL—University of Illinois, Urbana, Ill.—Modification of license 580 to change frequency from 890 kc. to 580 kc. and hours of operation from S-KUSD and KFNF to daytime.

WBOW—Banks of Wabash, Inc., Terre Haute, Ind.—Construction 1310 permit to make changes in equipment, increase day power from 100 to 250 watts.

NEW—Hammond-Calumet Broadcasting Corporation, Hammond, 1480 Ind.—Construction permit to erect a new station to be operated on 1480 kc., 5 KW power, daytime operation.

NEW—Springfield Newspapers, Inc., Springfield, Mo.—Construction 1120 permit to erect a new station on 1120 kc., 250 watts, specified hours (unlimited, except 8 p. m. to 9 p. m., CST, Monday and Friday nights). Amended: Transmitter site to be determined.

NEW—Pittsburg Publishing Co., Pittsburg, Kans.—Construction 1500 permit to erect a new station on 1500 kc., 100 watts power, unlimited.

NEW—Commercial Broadcasters, Inc., Moorhead, Minn.—Construction 1310 permit to erect a new station on 1310 kc., 100 watts power, unlimited time.

WDAF—The Kansas City Star Co., Kansas City, Mo.—License to 610 cover construction permit (B4-P-334) for changes in equipment and increase in day power.

KSD—Pulitzer Publishing Co., St. Louis, Mo.—Extension and 550 modification of special temporary authorization for power of 1 KW night, and changes in equipment, requesting extension to 9-1-35, and modification for approval of data obtained in survey as requested under paragraph 3 of Special Authorization, so as to permit operation during regular broadcast day.

KWCR—Cedar Rapids Broadcast Co., Des Moines, Iowa.—Modification 1430 of construction permit authorizing move of transmitter from 3d Ave. and 3d St., Cedar Rapids, Iowa, to site to be determined near Des Moines, Iowa, and studio from Montrose Hotel, 3d Ave. and 3d St., Cedar Rapids, Iowa, to 715 Locust St., Des Moines, Iowa, requesting approval of transmitter site as north of Des Moines, Iowa; make changes in equipment and extend commencement and completion dates. Amended to make further changes in equipment.

WTAD—Illinois Broadcasting Corp., Quincy, Ill.—Modification of 900 license to change frequency from 1440 kc. to 900 kc. and hours of operation from share-WMBD to daytime.

Fifth Zone

KPQ—Westcoast Broadcasting Co., Wenatchee, Wash.—License to 1500 cover construction permit (B5-P-127) to move station locally, increase day power, and make changes in equipment.

KWYO—R. E. Carroll, tr/as Big Horn Broadcasting Co., Sheridan, 1370 Wyo.—Voluntary assignment of license to Big Horn Broadcasting Co., Inc.

KWSC—State College of Washington, Pullman, Wash.—Construction 1220 permit to make changes in equipment and increase power from 1 KW, 2 KW day, to 1 KW, 5 KW day.

KOL—Seattle Broadcasting Co., Seattle, Wash.—Construction permit 810 to change frequency from 1270 kc. to 810 kc.; increase power from 1 KW, 2½ KW day, to 5 KW; make changes in equipment and move transmitter from 11th S. W. and W. Florida Sts., Seattle, Wash., to site to be determined, Seattle, Wash., and studio from Third and University Sts., Seattle, Wash., to 11th W. and Florida, Seattle, Wash.

KRKD—Radio Broadcasters, Inc., Los Angeles, Calif.—Modification 1120 of construction permit (B5-P-88, to install new equipment, increase power from 500 watts to 1 KW, 2½ KW day) to extend completion date from 3-20-35 to 4-20-35.

KHSL—William Schield, Sydney R. Lewis, and Harold Smithson, 950 Trustees of Golden Empire Broadcasting Co., Ltd., Chico, Calif.—Modification of construction permit (B5-P-281, for new station on 950 kc., 250 watts power daytime) giving transmitter and studio sites as Gage's Bldg., bounded by First, Second, and Wall Streets, Chico, Calif.

NEW—Hauser Radio Co., C. R. Hauser and John McGinniss, Ventura, Calif.—Construction permit for new station on 1310 kc., 100 watts day and night power, unlimited time. Amended re frequency.

W10XEV—Nichols & Warinner, Inc., Portable-Mobile.—License to cover construction permit for general experimental station.

KIFO—Nichols & Warinner, Inc., Portable-Mobile.—Construction permit, broadcast pickup station for 1566, 2478, 1622, 2150 kc., 200 watts power. Amended for 1622, 2060, 2150, 2790 kc., 200 watts power.

Louis Wasmer, Inc., Mobile.—Construction permit for general experimental station for 34600, 40600 kc., 2 watts. Amended to 31100, 34600, 37600, 40600 kc.

KGIW—Leonard E. Wilson, Alamosa, Colo.—Modification of 1420 license to change hours of operation from S-KIDW to specified hours (7 a. m. to 4:30 p. m., 6 p. m. to 9:30 p. m.).

NEW—Luther D. Gibson, d/b as Times-Herald Publishing Co., 850 Vallejo, Calif.—Construction permit for a new station to be operated on 850 kc., 250 watts power, daytime operation.

KIDW—The Lamar Broadcasting Co., Lamar, Colo.—Modification 1420 of license to change hours of operation from S-KGIW to specified hours (7 a. m. to 6 p. m., 9:30 p. m. to 12 midnight).

KFPY—Symons Broadcasting Co., Spokane, Wash.—Construction 1340 permit to install new equipment and increase power from 1 KW to 1 KW, 5 KW day. Amended as to transmitter site, to be determined.

NEW—Robert Louis Sanders, San Pedro, Calif.—Construction permit 1180 to erect a new station on 1180 kc., 250 watts day, daytime hours of operation. Amended re power.

NEW—Harry Prezant, Los Angeles, Calif.—Construction permit for 1120 new station on 1120 kc., 1 KW power, unlimited, facilities of KFSG and KRKD.