The National Association of Broadcasters

NATIONAL PRESS BUILDING ★ ★ ★ ★ ★ WASHINGTON, D. C.

JAMES W. BALDWIN, Managing Director

NAB REPORTS ★ ★ ★ ★ ★

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IN THIS ISSUE

ASCAP RESTRICTIONS ON WARNER MUSIC

Several stations have raised the question whether a restricted number on the ASCAP list which happens to be published by one of the Warner Brothers publishers is restricted to the licensee of MPHC.

The MPHC in a telegram dated January 20th advises as follows:

> "All stations licensed by us may perform all numbers published by us appearing on ASCAP restricted list except numbers from Shubert plays My Maryland, Student Prince, and Land of Smiles and Kern plays Cat and the Fiddle, Music in the Air, and Roberta which we are withdrawing from our repertory pending determination legal questions."

SECURITIES ACT REGISTRATIONS

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

Thompson Products, Inc., Cleveland, Ohio. (2-1863, Form A-2)

Imperial China Company, Inc., Steubenville, Ohio (2-1864, Form A-1)

Corporate Leaders Securities Company, Wilmington, Del. (2-1865, Form A-1)

The New York Woman, Inc., New York City (2-1866, Form A-1)

Arthur J. Moss et al., New York City (2-1867, Form F-1)

London Deep Mines Co., Leadville, Colorado (2-1868, Form A-1)

Belle of Anderson County Distilling Co., Lexington, Ky. (2-1869, Form A-1)

RADIO COMMITTEE TO MEET

The regular annual meeting of the American Section, International Committee on Radio, will be held at the University Club, this city, on January 28. Senator Wallace H. White, Jr., of Maine, is president of the organization.

TALMADGE APPLICATION TO FCC

Regular application has been made to the Federal Communications Commission by Morris A. Bealle, of Plain Talk, a magazine published in this city, on behalf of Governor Talmadge.

The application asks for permission to send by telephone wire from Macon, Ga., to Station XEAW, the Dr. John R. Brinkley station, at Reynosa, State of Tamaulipas, Mexico, for transmission, proceedings of the political convention to be held on January 29. The station operates on 960 kilocycles with 100,000 watts power.

FCC APPROPRIATION PASSES HOUSE

The House of Representatives has passed the appropriation bill carrying money for use of the Federal Communications Commission for the next fiscal year beginning July 1.

The total appropriation is $1,474,000 of which $24,000 is for printing and binding and the remainder for other expenses including salaries. Provision is made in the bill that not more than $1,030,000 shall be spent in the District of Columbia.

POWER INCREASE RECOMMENDED FOR TWO STATIONS

Broadcasting Station WFBM, Indianapolis, Ind., applied to the Federal Communications Commission to increase its daytime power from 1,000 to 5,000 watts and Station WHBU, Anderson, Ind., asked for a daytime power increase from 100 to 250 watts.

Examiner Ralph L. Walker, in Report No. I-183, recommended that both of the applications be granted. The Examiner states that "it appears that a need for increased daytime service exists in the area involved; that the granting of the application will not cause objectionable interference to stations other than the applicants; that objectionable interference between the applicant stations now exists; and that while the objectionable interference area of Station WHBU will be increased, the net result will be to increase the satisfactory service area of each station, including therein a substantially greater population."

RECOMMENDS ADDITIONAL TIME FOR KADA

Application was filed with the Federal Communications Commission by broadcasting station KADA, Ada, Okla., asking for unlimited time on the air. The station, which operates on a frequency of 1200 kilocycles, has 100 watts power and now uses daytime hours only.

Examiner P. W. Seward, in Report No. I-182, recommends that the additional time be granted. The Examiner states that a need does exist for additional nighttime service in the area proposed to be served and that "the interests of other licensed stations will not be adversely affected by reason of interference with the possible exception of Station WBBZ and this can only be definitely determined by experiments proposed by taking of field tests."

POWER INCREASE RECOMMENDED FOR WJBC

Broadcasting Station WJBC, Bloomington, Ill., applied to the Federal Communications Commission to increase its daytime power from 100 to 250 watts. The station operates on a frequency of 1200 kilocycles, sharing time with WJBL.

Examiner John P. Bramhall, in Report No. I-181, recommended that the application be granted. He found that there is need for additional daytime service in the area to be served and that "the interests of no other station will be adversely affected by reason of interference." The Examiner also states that the applicant will erect and maintain an antenna in compliance with the engineering standards of the Commission."

FCC DENIES ORAL ARGUMENT

At a general session the Federal Communications Commission overruled the motion of Voice of Brooklyn, Inc. (WLTH), and United States Broadcasting Corporation (WARD) in the matter of their applications for renewal of licenses (Dockets Nos. 1967 and 2039) which the Broadcast Division denied effective January 22, 1936, requesting (1) that an order be entered permitting them to appear by counsel before the Commission en banc

to present oral argument in support of their several petitions which they state will be filed shortly for rehearing of these cases under Section 405 of the Communications Act of 1934, and (2) that, pending final decision of the Commission on such several petitions, the effective date of the order of the Broadcast Division in the premises be postponed from time to time sufficiently to permit full consideration by the Commission of the matters involved prior to the operation of such order.

Commissioner Stewart, presented the following statement in connection therewith:

> "I adhere to the views expressed in my opinion of January 8, 1936, which was issued in connection with another applicant in these so-called 'Brooklyn cases.'"

GOOD ENGINEERING PRACTICE

The Federal Communications Commission has issued the following interpretations of "good engineering practice" as used in the Commission's rule 132 to broadcast licensees. Rule 132 is quoted herewith for ready reference:

"(a) The transmitter proper and associated transmitting equipment of each broadcast station shall be designed, constructed and operated in accordance with good engineering practice in all phases not otherwise specifically included in these regulations.

"(b) The transmitter shall be wired and shielded in accordance with good engineering practice and shall be provided with safety features in accordance with the specifications of Article 37 of the current National Electrical Code as approved by the American Standards Association.

"(c) The station equipment shall be so operated, tuned, and adjusted that emissions are not radiated outside the authorized band which cause or are capable of causing interference to the communications of other stations. The spurious emissions, including radio frequency harmonics and audio frequency harmonics, shall be maintained at as low a level as required by good engineering practice. The program distortion, audio frequency range, carrier hum, noise level, and other essential phases of the operation which control the external effects shall at all times conform to the requirements of good engineering practice.

"(d) Whenever, in this rule, the term 'good engineering practice' is used, the specifications deemed necessary to meet the requirements of good engineering practice will be published from time to time.

"(e) This rule shall be effective upon its adoption provided, however, that existing broadcast stations shall be allowed one year in which to meet the requirements herein."

The pertinent sections of Article 37 of the National Electrical Code read as follows:

j. The transmitter shall be enclosed in a metal frame or grill or separated from the operating space by a barrier or other equivalent means, all metallic parts of which are effectually connected to ground.

k. All external metallic handles and controls accessible to the operating personnel shall be effectually grounded. No circuit in excess of 150 volts should have any parts exposed to direct contact. A complete dead front type of switchboard is preferred.

l. All access doors shall be provided with interlocks which will disconnect all voltages in excess of 750 volts when any access door is opened.

Referring to paragraph (a) of the above rule, at present good engineering practice shall be interpreted as follows:

In general the transmitter must be constructed either on racks and panels or in totally enclosed frames protected as required by the sections of Article 37 of the National Electrical Code as quoted above. The final stages of high power transmitters may be assembled in open frames providing the equipment is enclosed by a protective fence. Means must be provided for making all tuning adjustments, requiring voltages in excess of 750 volts to be applied to the circuit, from the front panels with all access doors closed. Proper bleeder resistors should be installed across all condenser banks to remove any charge which may remain after the high voltage circuit is opened. All meters which have more than 1000 volts potential to ground on the movement shall be protected by a cage or cover in addition to regular case even if bakelite.

All plate supply and other high voltage equipment, including transformers, filters, rectifiers, and motor generators, must be protected so as to prevent injury to operating personnel. This protectin should include commutator guards on all high voltage rotating machinery.

The transmitter panels or units shall be wired in accordance with standard switchboard practice, either with insulated leads properly cabled and supported or with rigid bus bar properly insulated and protected. Wiring between units of the transmitter with the exception of circuits carrying R. F. energy shall be installed in conduits or approved fibre or metal raceways to protect them from mechanical injury. Circuits carrying low-level R. F. between units shall be of either concentric tube, two-wire balanced lines or properly shielded to prevent the pickup of modulated R. F. energy from the output circuits.

Each stage (including the oscillator) preceding the modulated stage shall be properly shielded and filtered to prevent feedback from any circuit following the modulated stage. An exception to this requirement will be made in the case of high-level modulated transmitters of approved manufacture which have been properly engineered to prevent reaction.

The crystal chamber, together with the conductor to the oscillator circuit, must be totally shielded. The crystal chamber must be so constructed, insulated and temperature-controlled that the maximum temperature variation at the crystal shall not be greater than 0.1 degrees Centigrade. An exception would be made in the case of transmitters employing so-called "AT" or zero coefficient crystals wherein the maximum allowable temperature variation at the crystal is 1.0 degree Centigrade. A thermometer must be installed in such a manner that the temperature at the crystal can be accurately measured and the temperature logged each half hour in accordance with Rule 142. It is preferable that the tank circuit of the oscillator tube be installed in the temperature-controlled chamber. In case an excessive shift in frequency is found during warmup periods the crystal oscillator must be operated continuously. The Commission will take special precautions to ascertain that composite crystal chambers and oscillator units meet the requirements of "good engineering practice" before the station is considered as having satisfactorily complied with Rule 132.

The radio frequency energy operating the monitor must be obtained from some stage in the transmitter prior to the modulated stage and the monitor circuits must be such that the monitor can be operated continuously without heterodyning the carrier. In addition, the monitor and the radio frequency line from the transmitter must be thoroughly shielded to prevent regeneration in the transmitter.

The transmitter power supply shall be so constructed that the maximum plate voltage regulation between no modulation and 100% modulation shall not exceed 5%. Adequate provision shall also be made for varying the transmitter power output between sufficient limits to compensate for excessive variations in line voltage, or other factors which may affect the power output.

A complete set of spare tubes for the transmitter and frequency monitor should be on hand at all times, the spares to include thyratron tubes, when used.

No requests for new broadcasting facilities will be granted unless the equipment proposed to be installed conforms with the definitions of "good engineering practice" as outlined herein.

It is the obligation of the licensee of each existing station to take the necessary steps to assure that the transmitting equipment complies with Rule 132 and these definitions of "good engineering practice." Any changes in the transmitter for which a construction permit is necessary by other rules, application therefor must be made in the regular manner.

There is sufficient time before November 12, 1936, for all licensees to file the necessary applications and install the required equipment.

Each station will be visited in the near future by an inspector of the Field Section of the Commission's Engineering Department and a detailed inspection will be made. Any points not clear or on which a ruling is desired should be discussed with him. However, this does not relieve the licensee's responsibility to proceed to comply with the requirements of this rule.

The inspector will again visit the station on or prior to November 12, 1936, to determine if the equipment complies in all details.

The purpose of this rule is to improve broadcast reception and to protect the lives of the station operators. Many frequency deviations are caused by poor equipment. The mutual interference caused by such deviations will thus be reduced as the deviations are reduced. The continuity of service and fidelity of transmission will be improved. This rule is for the good of the licensees as well as the listeners and the cooperation of all licensees is requested in assisting the Commission in the administration thereof.

The Commission will, from time to time, further define "good engineering practice" as the state of the art progresses and as the needs for the improvement in technical broadcasting demand.

COURT DECISION IN UPROAR COMPANY APPEAL

The United States Circuit Court of Appeals for the First Circuit rendered a decision in the case of the Uproar Company against the National Broadcasting Company.

This case was an appeal from the District Court of the United States for the District of Massachusetts. Judges Morton and Morris wrote the majority decision, while a dissenting decision was rendered by Judge McLellan. The full decision is as follows:

UNITED STATES CIRCUIT COURT OF APPEALS FOR THE FIRST CIRCUIT.

October Term, 1935.

No. 3050.

UPROAR COMPANY,
Plaintiff, Appellant,

v.

NATIONAL BROADCASTING COMPANY ET AL.,
Defendants, Appellees.

APPEAL FROM THE DISTRICT COURT OF THE UNITED STATES FOR THE DISTRICT OF MASSACHUSETTS

BEFORE MORTON, MORRIS AND MCLELLAN, JJ.

Opinion of the Court.

January 7, 1936.

MORTON, J. This is an action at law to recover damages for an alleged conspiracy between the defendants, (1) to interfere maliciously with contracts made by the plaintiff with certain broadcasting concerns to advertise its pamphlets and books, (2) to prevent the printing and distribution of such pamphlets and books, and (3) to prevent the advertising of them over the radio. The alleged purpose of the conspiracy was to prevent the plaintiff from carrying out arrangements made between it, Ed Wynn and Keenan Products, Inc., a corporation owning certain rights transferred to it by Wynn, for the advertising and selling of certain literary productions of Wynn. There is a second count alleging a conspiracy under the Federal anti trust laws to interfere with interstate communications.

The defendants pleaded equitable defenses. That of the Texas Co. alleged in substance that the plaintiff had no such property rights in the productions of Wynn incorporated in the pamphlets and books as enabled it to maintain the action, and that its attempted advertising and sale of them was in violation of the defendants' rights. The prayer was for an injunction against any attempt on the part of the plaintiff to publish, advertise, or sell the literary productions in question. The answer of the National Broadcasting Co. further alleged that the pamphlets and books published by the plaintiff made use of the name "Graham McNamee" in which the Broadcasting Company had exclusive rights. It prayed that such use might be enjoined. In the court below the equitable defenses were sustained and the plaintiff has appealed.

Th first question is whether any ground of equitable defense is pleaded, *i. e.,* whether the defenses stated ought not to have been made in the action at law. Inasmuch as the plaintiff's conduct is alleged in the answers to have been illegal and tortious and an interference with the defendants' property rights, and as it is of such character as, by the settled practice in equity, will if illegal be enjoined, and as injunctions were prayed for, *i. e.,* an affirmative relief not obtainable in the action at law, we think that the equitable defenses were properly pleaded and were properly heard in advance of the trial of the action at law. There is no question but what they related to the subject matter of the plaintiff's action; indeed they go to the root of it. It is the practice in cases in which equitable defenses are properly pleaded in an action at law for the trial court first to determine the equitable issues and "Once having assumed jurisdiction, it (the equity court) will determine all rights, legal or equitable, which are necessary to settle the equitable issues." Wilson, J., *People of Porto Rico* v. *Livingston,* 47 Fed. (2d) 712 at 721 (C. C. A. 1). See too 28 U. S. C. A. Sec. 398; Equity Rule 23; and *Liberty Oil Co.* v. *Condon National Bank,* 260 U. S. 235.

We come therefore to the merits of the controversy between the parties. The basic facts are not in dispute. The Texas Co. is a large dealer in gasoline and related products. It made contracts with Ed Wynn a well-known actor and comedian to give a series of radio broadcasts in advertisement of its goods. The broadcasts were to be given weekly, and under the first contract Wynn was to be paid $5,000 for each one if he furnished the program for it, $3,500 if he did not. By other contracts the Texas Co. arranged with the National Broadcasting Co. for the use of its system for these broadcasts and for the services of Graham McNamee, a well-known speaker over the radio who was under contract with the Broadcasting Company whereby it was solely entitled to his services in broadcasting and to all public uses of his name. The arrangements between the various parties involved many details which were covered by the agreements, but which it is unnecessary to go into. The original contract between Wynn and the Texas Co. was for thirteen performances; but by additional contracts and options which were exercised, over fifty additional performances were arranged for on substantially the same terms, except that the later contracts did not contain the provision for reduction in compensation if Wynn did not furnish the programs. For the entire series Wynn received if he furnished the programs over $350,000. The script which Wynn prepared required a second speaker. McNamee took this role. The total expense to the Texas Co. for each performance appears to have been about $13,000.

The performances were highly successful; Wynn's jokes and witticisms made a great hit with the public. He or his associates apparently conceived the idea that it would be profitable to realize on this good will by publishing his programs in pamphlet form immediately after they had been delivered over the radio. The plaintiff corporation under arrangements with Wynn, and with Keenan Products, Inc., and one Leavitt who were interested in the copyrights or other phases of the matter, undertook to do this by a weekly pamphlet entitled "Uproar" which was sold for 10 cents per copy. The Uproar Co. attempted to advertise this pamphlet over the radio shortly after the conclusion of the performance for the Texas Co., which was contained in the pamphlet, had been given.

The Texas Co. objected to this on the ground that it owned the subject matter of Wynn's broadcast for it and on the further ground that the publication of the pamphlets would injure the advertising value of the broadcasts. The National Broadcasting Co. objected on the ground that the pamphlets used Graham McNamee's name, under the abbreviation "Graham," in violation of its rights. There is no doubt that the word "Graham" was used in the pamphlets, nor that it was there intended to refer to Graham McNamee and was so understood by the public. As has been said, McNamee took part in the broadcasts.

The first question on the merits is whether the Texas Co. acquired exclusive rights in the personal script prepared by Wynn for use in the broadcasts or whether that right remained in him. The District Judge was of opinion that these rights belonged to the Texas Co. As was said in a somewhat similar case, "It is a question of fact to be derived from all the circumstances of the case what is the nature of the contract entered into between the parties." Halsbury, L. C., in *Lawrence & Bullen* v. *Aflalo,* L. R. 1904 App. Case 17, at 20.

The contracts, which are all in writing, make no explicit provision on this point. Under them the Texas Co. "hereby agrees to and hereby does employ the party of the second part (Wynn) as the principal featured star of a radio broadcast to be given for consecutive weeks once a week for one-half hour beginning (date named) at a salary of ($5,000) per week for each and every week," etc. Wynn's obligation was "to render service as an artist," and to supply the necessary personal scripts for broadcasting over the radio, etc. . . . "He agrees to render such service to the best of his ability,"—and in the later contracts,—"in the manner as heretofore rendered." The first contract further provided, "6. It shall be the right of election of the party of the second part (Wynn) however to determine whether or not he will perform in full the services of supplying the program and arranging the same, subject to the supervision and approval of the party of the first part, which is a part of the duties the party of second part (Wynn) agrees to perform during the first thirteen weeks for same." . . . "If he shall elect not to perform such services of supplying the program as herein recited, because of the fact that he shall be actively engaged in playing upon the speaking stage, then he shall receive the sum of $3,500 per week for each and every week that he shall broadcast in the optional period of said fifty-two

weeks herein mentioned, but in that event he shall be known as the star and high-spot of the said broadcast," etc.

The District Judge, applying the contracts to the circumstances surrounding them, held that they in effect made Wynn an employee of the Texaco Co. for advertising purposes and that the literary programs or script which he prepared for that purpose became its property. He regarded the situation as analogous to one in which an author had been employed to prepare manuscripts for publication; or to one in which an inventor had been employed under salary to make a specified invention. See *Lawrence* v. *Aflalo, supra; Dielman* v. *White,* 102 Fed. 892; *Standard Parts Co.* v. *Peck,* 264 U. S. 52. It does not seem to us, however, that Wynn's services were of that character. Wynn was not employed to prepare material, but to give a show. The proposed show involved two elements, Wynn's personality, skill and reputation as an actor and comedian, and the material which he used. It was to be entirely a spoken affair. The essential thing about it was that it should attract people to listen in, so that they would hear the Texas Company's advertising which was given in connection with it. The script was prepared for that purpose. There is nothing in the contracts to indicate that the Texas Co. regarded the scripts as of value to it after the performance was over or desired to obtain the literary property in them. That property originally belonged to Wynn, and he did not lose it unless the contract carried an implied assignment of it to the Texas Co.* We do not think that any such assignment is implied from the language of the contracts or the relations of the parties. The literary property in the scripts prepared by Wynn remained in him. We do not overlook the fact that Wynn was paid $1,500 more if he furnished the scripts. The Texas Co. apparently assumed that script obtained elsewhere would cost about that amount. The inferences from this fact seem to us too speculative to be controlling. It is impossible to say who would have furnished the script if Wynn did not, nor on what terms and conditions with respect to the title to it.

As the literary property in the scripts belonged to Wynn he had the general right to publish them. But this right was not unrestricted. As the scripts were prepared under contracts with the Texas Company for that company's advertising and Wynn had been paid for that use of them, plainly he was not at liberty to make any other use of them which would in any way weaken or interfere with that for which they had, so to speak, been sold. The principle is well established, "that in every contract there is an implied covenant that neither party shall do anything which will have the effect of destroying or injuring the right of the other party to receive the fruits of the contract, which means that in every contract there exists an implied covenant of good faith and fair dealing." Hubbs, J., *Kirke LaShelle Co.* v. *Paul Armstrong,* 263 N. Y. 79. See too *Manners* v. *Moroco,* 252 U. S. 317.

The final question is whether the publication and sale of the plaintiff's pamphlets "Uproar" did in fact have that effect. The District Judge found, "The plaintiff can have no greater right than Wynn or McNamee. Both defendants complain that the plaintiff, in publishing 'Uproars', has appropriated and will appropriate the good will which the defendants have, at large expense, succeeded in creating and to which the plaintiff has contributed nothing. In other words, that the plaintiff, for its own profit, is seeking to take an unfair advantage of the popularity of widely advertised programs, the proprietary interests in which belong exclusively to the defendants under their respective contracts with Wynn and McNamee.

"This misappropriation and use by the plaintiff tends to impair the value of the exclusive rights which the defendants have acquired by cheapening the whole advertising program. There was evidence tending to show that those who were in the radio audience when the program was on were led to believe that the plaintiff's publication was put out by the defendants, or one of them.

"The defendants say, with justice as I see the matter, that such a use would 'detract from the unique quality and artistically complete effect of the defendant's advertising. It would tend to cause confusion in the minds of the public with respect to the relationship between the plaintiff and the defendant, and to create some degree of impression that the defendant was responsible for what the plaintiff might do.' The cogency of the argument lies in the fact that the defendants have no control by way of censorship, or otherwise, of the matter that may appear in 'Uproars'. I have no hesitation in finding and ruling that the plaintiff is making a commercial use, wholly unauthorized, of the script and of the name 'Graham'."

It will be observed that the District Judge's findings dealt not only with what he regarded as an unpermitted misappropriation of the scripts but also with the effect of the plaintiff's use of them on the Texas Company's advertising. While the evidence on this point is not very full, and perhaps not very satisfactory, we think it supports the District Judge's findings. From an inspection of the "Uproar" pamphlets, which were shown to us, we think it might well be found that they were cheap and flashy, and if attributed to the Texas Co.,—as apparently they were to some extent at least,—were calculated to injure the effect of its advertising.

It is clear that the plaintiff had no right to use Graham McNamee's name in its publication, either in full or under the abbreviation "Graham."

It follows that the plaintiff cannot maintain the present action and that the first clause in the decree enjoining it from doing so was right. The second clause in the decree enjoining the plaintiff from publishing, etc., should be modified by adding at the end thereof the following: "in any way which injures or interferes with the benefits which the Texas Co. might derive from its advertising under its contracts with Wynn." In all other respects the decree is affirmed, with costs to the appellees.

The decree of the District Court, as modified by this opinion, is affirmed with costs to the appellees.

McLellan, J. (dissenting): I am in accord with the majority view that notwithstanding his contract with the Texas Company, the literary property in the scripts belonged to Wynn, that he had the right to publish them, and that this right was not unrestricted.

While recognizing the principle that a contractor impliedly promises that he will not use retained property in such a way as to defeat the purposes of the contract, I doubt whether in any event we should go as far as the majority opinion suggests in the proposed injunction. Be this as it may, we all agree in substance that the plaintiff, by virtue of mesne assignments from Wynn, has a restricted right to publish the scripts, and I cannot see why, on this record, the plaintiff should be enjoined from prosecuting its action for an alleged unlawful interference with that right. I should suppose that if the defendants made out a complete defense they would be entitled to a judgment,—not an injunction. But they are entitled to neither. The majority concedes such ownership in the plaintiff, that I think it cannot be ruled as a matter of law at this stage of the proceedings that the plaintiff has no cause of action for interference with its ownership and restricted right to publish the Wynn productions. And this entirely apart from the jurisdictional question as to which I am not in accord with the majority of the court.

The non-ownership of the plaintiff alleged in the equitable answer is for reasons already stated out of the case. The *restricted ownership* set up in what the defendants call an equitable defense is a matter which would have been in issue in the law action if no such thing as an equitable defense ever had been provided. May a defendant, by raising a legal issue, by calling it equitable, and by asking for an injunction of the type described in the majority opinion, deprive the plaintiff of a trial at law? In spite of judicial utterances to the effect that the test of the right to a trial in equity on a plea to an action at law is whether the averments of the plea are such as to constitute a proper basis for a bill in equity, I think this question should be answered in the negative. For this additional reason there should be no injunction against the prosecution of the action at law.

I doubt also whether the appearance of the name Graham as a participant in the dialogue constituting the script should be regarded, under the circumstances here presented, as preventing the plaintiff from publishing the Wynn compositions. At any rate, the plaintiff had the right to publish and sell the script by deleting the name in which the National Broadcasting Company had certain rights by contract with Graham McNamee.

In conclusion, I think the court was without jurisdiction in equity to hear the case over the plaintiff's protest, and that no injunction in any form should issue.

* In England by statute the presumption is the other way in certain cases, *i. e.,* that the property passes unless expressly reserved. See *Lawrence & Bullen* v. *Aflalo, supra; Sweet* v. *Benning,* 16 C. B. 459.

FEDERAL TRADE COMMISSION ACTION

Complaints

The Federal Trade Commission has alleged unfair competition in complaints issued against the following companies. The respondents will be given an opportunity for hearing to show cause why cease and desist orders should not be issued against them.

No. 2684. Misrepresentation in advertising **K-W Motor Graphite** is alleged in a complaint issued against the **K-W Graphite Corporation, Kansas City, Mo.,** engaged in the compounding of a lubricating oil containing a mixture of colloidal graphite, which it sells and distributes in interstate commerce.

The respondent company, the complaint charges, advertises that use of its product increases motor life and efficiency 40 per cent; reduces friction as much as 25 to 40 per cent; reduces consumption of gasoline 8 to 12 per cent, and that only one oil change in 3000 miles is necessary when K-W Motor Graphite is used.

No. 2685. Unfair competition in the sale of "Korgena," a tablet represented as a remedy for obesity and overweight, is alleged in a complaint issued against **Korgena Medicine Co.,** 103-7 West Church St., **Elmira, N. Y.,** and **Jerome Gladke,** doing business as **Korgena Medicine Co.**

The respondents allegedly advertise in newspapers, by radio and in other ways, that Korgena is a cure for body fat or excess weight, that it has the approval of the medical profession in general, and that it reduces weight from 7 to 10 pounds in two weeks, whereas, according to the complaint, such statements are untrue, and tend to deceive and mislead the purchasing public, to the injury of competitors who do not adopt such practices.

No. 2686. Use of sales methods involving a game of chance are alleged in a complaint issued against **M. H. Sobel, Inc., Chicago** candy manufacturer. The respondent is charged with selling candy by a method which offers purchasers a chance of procuring larger pieces of candy or other articles of merchandise at prizes.

Such practices have long been deemed contrary to public policy, according to the complaint, and their use by the respondent has a tendency to injure competition.

Stipulations

The Commission has announced the following cease and desist orders:

No. 01016. False and misleading advertising of a correspondence course in music will be discontinued by **H. H. Slingerland, of Chicago,** trading as **Chicago School of Music,** under a stipulation.

Advertising a correspondence course of 24 lessons at a purported reduced rate of $8.50, the respondent is said to have offered to teach prospective students how to play the instrument of their choice, offering an instrument free. He also advertised that Professor Albert H. MacConnell, head of the school of music faculty, would give his personal guidance and advice to those enrolled for the course, when this was not the fact.

Nos. 01017-01018. In separate stipulations, two newspapers, the Des Moines Register and Tribune, of Des Moines, Ia., and the Chicago Evening American, Chicago, which published the "Malt-O-Meal" advertising, agree to observe the provisions of the stipulation signed by the Campbell Cereal Company.

No. 01022. In a stipulation entered into by the **Guide Publishing Co., Inc.,** 719 E. Olney Road, **Norfolk, Va.,** publisher of the Norfolk Journal and Guide, agrees to abide by the terms of a stipulation to discontinue certain misleading advertisements signed by Alden H. Weed, Jr., operating as Professor Abdullah and Swami Abdullah, New York City. The Guide Publishing Company had accepted Weed's advertisements.

Nos. 01023-01024. Similar stipulations were signed by the **Pittsburgh Courier Publishing Co., Inc.,** Center Avenue at Francis Street, **Pittsburgh,** publisher of the Pittsburgh Courier, and the **Afro-American Company,** 628 North Eutaw Street, **Baltimore,** publisher of the Afro-American, which also had published advertisements for Weed.

No. 01025. Popular Publications, Inc., 205 East 42nd St., **New York City,** publisher of Adventure Magazine, agrees to abide by the terms of a stipulation previously signed by **Flying Intelligence Bureau, Los Angeles, Calif.,** in which stipulation Flying Intelligence Bureau agreed to discontinue false and misleading advertising.

No. 01028. The Bulletin Company, City Hall Square, **Philadelphia,** publisher of the Philadelphia Evening Bulletin, published advertisements for Vikonite Crushed Herbs and Nu-Vitolyn, sold by Vikonite Tonic Corporation, of Brooklyn, N. Y. The Bulletin Company entered into a stipulation with the Federal Trade Commission to abide by the provisions of a stipulation signed by the Vikonite Tonic Corporation, which agreed to cease the use of false and misleading advertising.

No. 01034. The Campbell Cereal Co., of Northfield, Minn., has entered into a stipulation to cease and desist from the use of false and misleading advertising in connection with the sale of "Malt-O-Meal," a cereal.

The respondent agrees to discontinue representations such as that among athletes in leading high schools and colleges, "Malt-O-Meal" is the favorite hot cereal. It further agrees not to advertise that the cereal possesses special qualities for giving energy or health, or that it will build and renew muscles, unless the advertising matter specifically states that the cereal aids as a health and muscle builder.

No. 01035. The Lone Wolf Manufacturing Co., Inc., of Dallas, Tex., engaged in selling Lone Wolf Hair Tonic, has entered into a stipulation to discontinue unfair trade practices in interstate commerce.

Specifically, the respondent agrees to cease representing in its advertsing that its product is a competent remedy for scalp infections, or that it will eradicate dandruff or stop falling hair, when such is not the fact. Such assertions, according to the stipulation, have a tendency to mislead prospective purchasers, to the injury of competitors.

No. 01036. Plough, Inc., Memphis, Tenn., selling Penetro Nose and Throat Drops and Penetro Topical Dressing, agrees to cease representing that either of its products is an effective remedy for colds or will prevent colds; that Penetro Nose and Throat Drops are a competent treatment for hay fever, unless confined to the relief of the symptoms of hay fever; or, directly or by reasonable inference, that Penetro Topical Dressing will prevent influenza or pneumonia.

No. 01037. I. Dabney Smith, Huntington, W. Va., engaged in selling personal advice by mail, purportedly based upon astrology and numerology, agrees to desist from use of advertising matter, which, according to the stipulation, the Commission has reason to believe is exaggerated and incorrect. Under the stipulation, the respondent is required to discontinue representing that his advice is helpful in the solution of one's social, domestic and business affairs, or that he is a numerologist or a psychoanalyst.

No. 01038. Vikonite Tonic Corporation, Brooklyn, N. Y., engaged in the sale of Vikonite Crushed Herbs, offered as a treatment for indigestion, and Nu-Vitolyn, an alleged concentrated food, agrees to cease attributing to these products certain properties which, according to medical opinion furnished the Commission, they do not possess. The respondent stipulates it will not represent that Vikonite Crushed Herbs are helpful to the entire digestive tract, or that Nu-Vitolyn is a great European discovery which will wipe out aggravating cases of neurasthenia or nervous breakdown. The respondent, under terms of the stipulation, will cease and desist from use of the word "Vitolyn," independently or as part of a trade name, unless its product contains vitamins in quantities sufficient to afford therapeutic value.

No. 01039. National Toilet Co., Paris, Tenn., selling Nadinola Face Powder and Nadinola Bleaching Cream, agrees to cease representing that its face powder is wind-proof or moisture-proof, that it will keep the skin young longer and prevent wrinkles, and that it is compounded from ingredients found only in the finest French powders. Statements that the bleaching cream will permanently remove blemishes from the face, and that the directions for its use are based on a famous doctor's advice, also will be discontinued according to the stipulation.

No. 01040. Joseph N. Cirone, Brooklyn, N. Y., operating as Rajah Abdullah, engaged in the sale of "The Books of Forbidden Knowledge," secret Hindu art, charms and luck pieces, agrees to desist from advertising that use of his product will enable one to win at anything, to obtain all desired things, or to discern all secrets and invisible things. The respondent further stipulates he will not represent that his products are guaranteed or that purchase money is refunded to dissatisfied customers.

No. 01041. Alden H. Weed, Jr., New York City, operating as Professor Abdullah and Swami Abdullah, and engaged in the sale of an Astronumerology Chart and Dream Dope, agrees to cease representations that use of his chart enables one to pick lucky numbers and to get on the winning side of life, and that his "Dream Dope" enables one to interpret dreams. It is further stipulated that the respondent will not represent that he has delved into ancient mystic lore and located a system very much in favor thousands of years ago.

No. 01042. Noxacid Laboratories, Inc., Newark, N. J., selling Noxacid, agrees to discontinue advertising that its product is a competent treatment or an effective remedy for any stomach trouble, unless confined to the relief of ailments due to gastric hyperacidity; that the product is a new scientific discovery, or that it is effective in the treatment of any condition where surgery ordinarily is required.

No. 01043. Samuel A. Sandberg and Max L. Kaufman, Chicago, doing business under the firm name **Derma Laboratory Co.,** and engaged in selling Skurolin, a medicated salve, have entered

into a stipulation to cease and desist from representing that their product is used by physicians to relieve skin troubles, or that it is the best known remedy for all skin eruptions. The respondents further agree to abandon use of the term "Laboratory" in their firm name unless and until they actually operate a laboratory in connection with the manufacture of their products.

Nos. 01045-01046-01047-01048-01049-01050-01065-01066-01067-01071. Ten broadcasting companies have entered into stipulations with the Federal Trade Commission to abide by Commission action in cases against advertisers whose advertising matter they had broadcast. In each instance the advertiser has signed a stipulation with the Commission to cease and desist from the character of advertising to which objection was made.

Broadcasting companies and the firms for which they broadcast advertisements are as follows: National Battery Broadcasting Co., St. Paul, operating Station KSTP, advertisements of Clark Brothers Chewing Gum Co., Pittsburgh; Orlando Broadcasting Co., Inc., Orlando, Fla., operating Station WDBO, advertisements of the Brossier Twin's Laboratories, Orlando; Oak Leaves Broadcasting Station Inc., Chicago, operating Station WGES, advertisements of L. W. Paluszek, 1670 West Division St., Chicago, trading as The Vervena Co.; WGAR Broadcasting Co., Cleveland, Station WGAR, advertisements of G. B. McGlenn and C. A. Revell, Cleveland, trading as Cleveland Regol Co.; Matheson Radio Co., Station WHDH, Boston, advertisements of Freedol Remedy Co., 338-A Warren St., Boston; Western Broadcast Co., Hollywood, Calif., Station KNX, advertisements of Wain's Laboratory, Inc., Los Angeles; The Milwaukee Journal, operating Station WTMJ, Milwaukee, advertisements of Smith Bros., Inc., Poughkeepsie, N. Y.; Greenville News-Piedmont Co., Greenville, S. C., operating Station WFBC, advertisements of M. L. Clein & Co., Atlanta; Carter Publications, Inc., Ft. Worth, Tex., operator of Station WBAP, advertisements of Hyral Distributing Co., Ft. Worth; and the Oregonian Publishing Co., Station KEX, Portland, Ore., advertisements of Esbencott Laboratories, 2014 N. E. Sandy Boulevard, Portland.

Nos. 01053-01054-01055-01056-01069. Five radio companies broadcasting advertisements for "Katro-Lek," sold by Katro-Lek Laboratories, Inc., Boston, have signed stipulations to abide by an agreement to cease and desist from misleading advertising entered into by Katro-Lek Laboratories, Inc.

The broadcasting companies are: Bay State Broadcasting Corporation, Station WAAB, Boston; Fifth Avenue Broadcasting Corporation, Station WFAB, New York City; Howell Broadcasting Co., Inc., Station WEBR, Buffalo; Matheson Radio Co., Inc., Station WHDH, Boston, and WDRC, Incorporated, Station WDRC, Hartford, Conn.

No. 1587. Frank Herschel McCullough, Frances McCullough and Harry T. Weaver, doing business as the **Herschel Novelty Works,** 202 East 12th Street, **New York City,** in the sale and distribution of their "Carbonite" scissors sharpener, have agreed to discontinue the use of a container simulating in color, design and lettering the package used by **John Clark Brown,** 525 Lexington Avenue, **New York City,** in the sale of his "Kenberry" scissors sharpener. Brown sells his product in a rectangular paper container having a red background, upon which is a picture of the device, with a pair of scissors and certain words. According to the stipulation, the respondent company distributed its product in a container identical in size, shape, color of letters, and reading matter, except that the word "Carbonite" appeared in place of the word "Kenberry."

No. 1588. Lee Knitting Mills Corporation, selling and distributing bathing suits, slacks, jerseys and other woolen garments, agrees to stop using as part of its corporate name the words "Knitting Mills," and "Knitting," or "Mills," in a manner tending to deceive buyers into believing that the company actually owns and operates a mill or factory wherein any or all of its products are made, when this is not the fact.

No. 1589. Use of the name of a famous French wine will be discontinued by the **Almaden Vineyards Corporation, of Los Gatos, Calif.,** in connection with the sale of a California-produced wine, under a stipulation entered into.

The respondent company, according to the stipulation, labeled bottles containing certain of its wines with the brand name "Chateau Yquem," and caused the same name to appear in advertising matter, including placards and window cards.

No. 1590. Under a stipulation entered into, **The Goodman Products Corporation,** 68 Jay Street, **Brooklyn, N. Y.,** will no longer use the words "manufacturers of" or "manufactured by" on labels or in advertising its products sold in interstate commerce.

The respondent, operating under the trade names Paradise Packing Company and Easyway Products Corporation, is engaged in the repacking of steel wool and steel wool cleaning pads obtained from primary steel wool manufacturers. The respondent labeled the cartons with the words "Manufactured by Paradise Packing Company," or "Manufactured by Easyway Products Corporation," according to the stipulation, and its invoices carried the legend, "Manufacturers of Easyway Steel Wool Pads and Soap," when, in fact, it does not manufacture these products.

No. 1591. In a stipulation in which misrepresentation was alleged, **J. M. Rurka,** 864 West North Avenue, **Chicago,** doing business as the Secure Lock Company, agrees to cease and desist from stamping on his product, designated as a "Secure Adjustable Door Guard," the abbreviation, "Pat. Pend.," or the words, "Patent Pending." The stipulation avers that the respondent has not filed application for a United States patent on his door guard, and any marking thereon to indicate that he has done so tends to confuse, mislead and deceive purchasers.

No. 1592. Agreement to cease selling watches with fictitious price markings is made in a stipulation entered into by **Jacob J. and Bernard Schmukler,** wholesale watch dealers, trading as **J. J. Schmulker & Son,** 133-37 Canal Street, **New York City.** The respondents purchase the watch movements from one company, the cases from others, and in selling the assembled product to the retail trade, in a substantial number of instances, affixed tags to the watches on which were marked the suggested resale retail prices. The stipulation sets out that prices marked on the tags were exaggerated and fictitious, and much in excess of the prices at which the watches were intended to sell in the ordinary course of business.

No. 1593. Real Silk Hosiery Mills, Inc., manufacturing silk hosiery and other wearing apparel, stipulates that it will not use the phrase "custom made" in advertising products not made to order or to the customer's measure, and will cease the use in advertisements of any other representations having a tendency to deceive buyers into believing that its ladies' hosiery is made to order or to the customer's measure, when this is not the fact. The company is said to have advertised in periodicals having a wide circulation, also in radio broadcasts.

No. 1594. Goodwear Knitting Mills, dealing in knitted outerwear for men and boys, agree to abandon use of the phrase "Knitting Mills" in connection with their trade name, and to cease using the words "Knitting," "Mills," and "Manufacturers" on invoices, letterheads or other printed matter, implying or tending to deceive buyers into believing that they knit or manufacture the products sold by them, or that they actually own and operate a factory in which the articles are knit or manufactured, when this is not true.

No. 1595. An agreement to discontinue false and misleading advertising was signed by the **American Foto Products Co.,** 216 West Jackson Boulevard, **Chicago,** engaged in the manufacture of novelty rings. The respondent, in advertising for salesmen, represented that they could earn from $20 to $40 a day by selling rings, but, according to the stipulation, such representations were exaggerated and not probable of accomplishment.

No. 1596. In a similar stipulation, **A. Hirsch Company,** 35 East Wacker Drive, **Chicago,** wholesale dealer in watches, agrees to cease and desist from fictitious price marking.

No. 1597. J. Harold Booth, trading as **United Mushroom Co.,** 3848 Lincoln Avenue, **Chicago,** and engaged in the sale of mushroom spawn and instructions for growing mushrooms, has entered into a stipulation to cease and desist from the use of false and misleading advertising having a tendency to mislead purchasers, in violation of the Trade Commission Act.

The respondent agrees to discontinue representing that his so-called "Super-Spawn" is produced by his company or that it can be grown to produce profitable crops under conditions unfavorable to mushroom growth or in beds about a grower's premises.

No. 1598. In a stipulation entered into, **Lawrence C. (Max) Kraft** and **Rose Kraft,** co-partners, trading under the names of **Kraft Bird Co.** and **Kraft Pet Shops,** 579 Fulton St., **Brooklyn, N. Y.,** agree to discontinue false and misleading advertising in promoting the sale of canaries.

In the course of their business the respondents advertised that they have been breeders of canaries for sixteen years, that their shipments averaged 1,000 birds per day over a period of several years, and that they handled as many as 300,000 canaries in a single year, all of which assertions, according to the stipulation, are untrue. The respondents also advertised themselves as the largest breeders and distributors of canaries in America, when, according to the stipulation, this was not the fact.

No. 1599. In stipulating to cease and desist from the use of false and misleading advertising, **E. M. Viquesney, of Spencer, Ind.,** trading as World War Memorial Association, and American Doughboy Studios, agrees to cease using the word "Association" in a trade name under which to conduct his business of selling statuary and metal art objects, or to use the word "Association" in any way which may tend to lead purchasers into the belief that they are dealing with an association officially connected with the American Legion or a World War veterans' organization. The respondent is also to cease representing that he has the endorsement of the American Legion, that material used in the base of his monuments is composed of "Indiana Carrarra Marble," when, in fact, there is no such product, and that he has studios in New York, Chicago, and Carrarra, Italy. The respondent is said to have advertised a statue, "Spirit of the American Doughboy," as made of cast metal bronze, and weighing 700 pounds, when in fact it was made of other materials thinly coated with bronze, and did not weight that much.

No. 2303. An order has been issued against **Jacob Stein,** 276 Ten Eyck Street, **Brooklyn, N. Y.,** trading as **Climax Rubber Co.,** directing him to cease and desist from unfair methods of competition in selling sanitary and water-proof specialties, including infants' apparel.

The respondent is ordered to discontinue advertising that his products have antiseptic and anti-acid properties and powers which actually kill bacteria and neutralize perspiration and other body wastes, completely deodorizing all odors, when such is not the fact.

No. 2367. Charles E. Morris, 330 Seventh Avenue, **New York City,** engaged in the sale of fur garments, is directed to discontinue misrepresenting himself as a wholesale manufacturing furrier, and that he has a factory show room, according to an order to cease and desist issued against him.

The respondent, trading under his name and as the Charles E. Morris Show Room, is required to cease advertising that the prices for his products are "strictly wholesale" or "practically wholesale," or that purchases can be made from him at one-third to one-half less than on garments of the same grade and value sold at retail establishments. The order also directs the respondent to cease making the representation that he sells to stores from coast to coast, when such is not the fact.

No. 2543. In an order to cease and desist issued against **C. E. Sissell** and **L. L. Sissell,** 4322 East Third St., **Los Angeles,** trading as **Sissell Brothers,** the respondents are directed to discontinue certain unfair trade practices in selling metal burial vaults. They are ordered to cease representing that their vaults resist rust or corrosion, that they are made of rust-resisting material, that they are water or vermin-proof at the time of interment, or that they will endure as such for a period of 50 years, or for any fixed period of time.

No. 2643. An order has been issued to cease and desist against **C. R. Acfield, Inc.,** of 36 West 34th St., **New York City,** dealer in treatments for foot ailments, directing discontinuance of certain unfair methods of competition.

In selling its product, the respondent is ordered to stop representing that its so-called "Perfection Toe Spring" is a cure for bunions, or will remove the actual cause of bunions or enlarged joints, or that it "Bentoe Splint" is a correction for or will straighten hammer-toe.

FTC COMPLAINT DISMISSED

No. 2254. The Federal Trade Commission has dismissed a complaint which charged the Maiden-Form Brassiere Co., Inc., of New York City, with unfair methods of competition in the sale of its product through use of the terms "fashion" and "full-fashion."

FEDERAL COMMUNICATIONS COMMISSION ACTION

HEARING CALENDAR

Monday, January 27

HEARING BEFORE AN EXAMINER (Broadcast)

NEW—Christina M. Jacobson, d/b as The Valley Electric Co., San Luis Obispo, Calif.—C. P., **1090 kc.,** 250 watts, daytime.

NEW—E. E. Long Piano Co., San Luis Obispo, Calif.—C. P., **1200 kc.,** 100 watts, unlimited time.

TO BE HELD AT WICHITA FALLS, TEXAS, AND FORT WORTH, TEXAS

KGKO—Wichita Falls Broadcasting Co., Wichita Falls, Tex.—C. P. to move to Fort Worth, Tex.; **570 kc.,** 250 watts, 1 KW LS, unlimited time.

Wednesday, January 29

WMBG—Havens & Martin, Inc., Richmond, Va.—C. P., **1350 kc.,** 500 watts, unlimited time.

NEW—Wilbur M. Havens, Chas. H. Woodward, etc., d/b as Petersburg Broadcasting Co., Petersburg, Va.—C. P., **880 kc.,** 500 watts, daytime (request facilities of WPHR).

WPHR—WLBG, Inc., Petersburg, Va.—Renewal of license, **880 kc.,** 500 watts, daytime.

WPHR—WLBG, Inc., Petersburg, Va.—C. P., **880 kc.,** 500 watts, daytime (request to move to Richmond, Va.).

NEW—Century Broadcasting Co., Inc., Richmond, Va.—C. P., **1370 kc.,** 100 watts, daytime.

WCMI—Ashland Broadcasting Co., Ashland, Ky.—C. P., **1350 kc.,** 1 KW, unlimited time. Present assignment: **1310 kc.,** 100 watts, unlimited time.

Thursday, January 30

ORAL ARGUMENT BEFORE THE BROADCAST DIVISION

WILL—University of Illinois, Urbana, Ill.—Modification of license, **580 kc.,** 1 KW, daytime. Present assignment: **890 kc.,** 250 watts, 1 KW LS, shares with KUSD and KFNF.

HEARING BEFORE AN EXAMINER (Broadcast)

NEW—J. Laurance Martin, Tucumcari, N. Mex.—C. P., **1200 kc.,** 100 watts, unlimited time.

APPLICATIONS GRANTED

KHQ—Louis Wasmer, Inc., Spokane, Wash.—Granted C. P. to makes changes in equipment.

WDAS—WDAS Broadcasting Station, Inc., Philadelphia, Pa.—Granted C. P. to install auxiliary transmitter for emergency purposes only, at same location as main transmitter.

KIRO—Queen City Broadcasting Co., Seattle, Wash.—Granted C. P. to move studio and transmitter locally in Seattle, and make changes in equipment.

WNRI—S. George Webb, Newport, R. I.—Granted modification of C. P. to extend completion date from 2-4-36 to 6-4-36.

WREC—WREC, Inc., Memphis, Tenn.—Granted modification of C. P. to extend completion date from 1-30-36 to 2-29-36.

WAAF—Drovers Journal Pub. Co., Chicago, Ill.—Granted modification of C. P. approving proposed antenna system and transmitter site.

WBNY—Roy L. Albertson, Buffalo, N. Y.—Granted modification of C. P. approving antenna and studio sites, and moving transmitter in Buffalo.

WPRP—Julio M. Conesa, Ponce, Puerto Rico—Granted modification of C. P. approving transmitter site at No. 1 Trujillo St., Ponce, Puerto Rico, change location of studio to Trujillo St., Ponce, Puerto Rico, and make changes in specified hours; also to extend completion date to 180 days after grant.

WWSW—Walker & Downing Radio Corp., Pittsburgh, Pa.—Granted C. P. to make changes in equipment; move transmitter from Frankstown Road, to Pittsburgh.

WLW—The Crosley Radio Corp., Cincinnati, O.—Granted extension of special experimental authority to operate with 500 KW, employing directional antenna system at night, using transmitter of W8XO.

WFBR—The Baltimore Radio Show, Inc., Baltimore, Md.—Granted modification of C. P. to make changes in equipment, and increase maximum rated carrier power, the same as regular equipment.

KABR—Aberdeen Broadcast Co., Inc., Aberdeen, S. Dak.—Granted license to cover C. P. authorizing move of transmitter site locally and installation of new antenna to comply with Rule 131; **1420 kc.,** 100 watts, unlimited.

KTRH—KTRH Broadcasting Co., Houston, Tex.—Granted license to cover C. P. authorizing changes in equipment; **1290 kc.,** 1 KW night, 5 KW day, unlimited.

KVOR—S. H. Patterson, Colorado Springs, Colo.—Granted license to cover C. P. authorizing move of transmitter site locally and changes in antenna, to comply with Rule 131; **1270 kc.,** 1 KW, unlimited time.

WFMD—The Monocacy Broadcasting Co., Frederick, Md.—Granted license to cover C. P. authorizing erection of new station; **900 kc.,** 500 watts, daytime.

KTRH—KTRH Broadcasting Co., Houston, Tex.—Granted authority to determine operating power by direct measurement of antenna input in compliance with Rule 137.

KOL—Seattle Broadcasting Co., Seattle, Wash.—Granted authority to determine operating power by direct measurement of antenna input.

KQV—KQV Broadcasting Co., Pittsburgh, Pa.—Granted authority to install automatic frequency control.

KCRJ—Chas. C. Robinson, Jerome, Ariz.—Granted renewal of license; **1310 kc.,** 100 watts, daytime-specified.

NEW—Westinghouse Elec. and Mfg. Co., Portable (Chicopee Falls, Mass.).—Granted C. P. and license (exp. spec. exp.), frequencies **31600, 35600, 38600, 41000, 55500, 60500, 86000-400000 kc.,** 500 watts.

W9XAA—Chicago Federation of Labor, Chicago, Ill.—Granted C. P. to move transmitter locally from Navy Pier, Chicago, to near Warwick and 39th St., York Township, DuPage County, Ill.

NEW—Connecticut State College, Storrs, Conn.—Granted license to cover C. P. (exp. gen. exp.), **86000-400000, 401000 kc. and above;** 500 watts, unlimited.

W6XB—Earl A. Nielson, Portable-Mobile (Phoenix, Ariz.).—Granted license to cover C. P. (exp. gen. exp.), frequencies **31100, 34600, 37600, 40600 kc.,** 15 watts.

W9XID—Donald A. Burton, Portable-Mobile (Muncie, Ind.).—Granted license to cover C. P. (exp. gen. exp.), frequencies **31100, 34600, 37600, 40600 kc.,** 2 watts.

NEW—Tri-State Broadcasting System, Inc., Portable-Mobile, Shreveport, La.—Granted C. P. (temp. broadcast pickup), frequencies **1606, 2020, 2102, 2760 kc.,** 50 watts. Also granted license covering same.

W10XFZ—Don Lee Broadcasting System, Portable-Mobile (Los Angeles).—Granted license to cover C. P. (exp. gen. exp.), frequencies **31100, 34600, 40600 kc.,** 100 watts.

KABD—Don Lee Broadcasting System, Portable-Mobile (Los Angeles).—Granted license to cover C. P. (temp. broadcast pickup), frequencies **1646, 2090, 2190, 2830 kc.,** 100 watts.

RENEWAL OF LICENSES

The following stations were granted renewal of licenses for the regular period:

KIRO, Seattle, Wash.; KMOX, St. Louis, Mo.; KTHS, Hot Springs National Park, Ark.; KTRB, Modesto, Calif.; WAIU, Columbus, Ohio; WCAZ, Carthage, Ill.; WDZ, Tuscola, Ill.; WHAS, Louisville, Ky.; WLWL, New York City; KCMC, Texarkana, Ark.; KERN, Bakersfield, Calif.; KFIZ, Fond du Lac, Wis.; WOPI, Bristol, Tenn.; WPFB, Hattiesburg, Miss.; WRAK, Williamsport, Pa.

W3XDD—Bell Tel. Labs. Inc., Whippany, N. J.—Granted renewal of special experimental station license for period Jan. 29 to April 29, 1936, in exact conformity with existing license.

W1XKA-W3XKA-W8XKA—Westinghouse E and M Co., Portable-Mobile—Granted renewal of special experimental station license for period Jan. 30 to April 30, 1936, in exact conformity with existing license.

W9XAF—The Journal Co. (Milwaukee Journal), Milwaukee, Wis.—Granted renewal of special experimental station license for period Feb. 1 to May 1, 1936, in exact conformity with existing license.

W2XBH—Radio Pictures, Inc., Long Island City, N. Y.—Granted renewal of special experimental station license for period Feb. 1 to May 1, 1936, in exact conformity with existing license.

SET FOR HEARING

NEW—M. M. Oppegard, Grand Forks, N. D.—Application for C. P. for new station; **1310 kc.,** 100 watts night, 250 watts day, unlimited.

NEW—Ted R. Woodard, Kingsport, Tenn.—Application for C. P. for new station; **1210 kc.,** 100 watts, daytime.

NEW—Marysville-Yuba City Publishers, Inc., Marysville, Cal.—Application for C. P. for new station; **1140 kc.,** 250 watts, daytime. Site to be determined.

NEW—Memphis Commercial Appeal, Inc., Mobile, Ala.—Application for C. P. for new station; **630 kc.,** 1 KW night, using directional antenna, 5 KW day, unlimited. Site to be determined.

NEW—Wilton Harvey Pollard, Huntsville, Ala.—Application for C. P. for new station; **1200 kc.,** 100 watts, unlimited.

WMFF—Plattsburg Broadcasting Corp., Plattsburg, N. Y.—Modification of license to change hours of operation from daytime only to include 100 watts night until 7:30 p. m. daily.

WROK—Rockford Broadcasters, Inc., Rockford, Ill.—Consent to transfer of control of Rockford Broadcasters, Inc. (licensee of station WROK) from Lloyd C. Thomas, as trustee for individual stockholders, to Rockford Consolidated Newspapers, Inc. (**1410 kc.,** 500 watts, S-WHBL).

KMPC—Beverly Hills Broadcasting Corp., Beverly Hills, Cal.—Renewal of license to operate on **710 kc.,** 500 watts, limited time, and granted temporary license pending hearing.

KFEQ—KFEQ, Inc., St. Joseph, Mo.—C. P. already in hearing docket, amended to read: approval of transmitter site to location to be determined; type of antenna to be determined; make changes in equipment; increase power from 2½ to 5 KW, daytime.

ORAL ARGUMENTS GRANTED

NEW—Ex. Rep. No. 1-150.—Clark Standiford, Visalia, Cal.—Oral argument granted to be held March 19, 1936.

KFRO—Ex. Rep. No. 1-161.—Voice of Longview, Longview, Tex.—Oral argument granted to be held March 26, 1936; and NEW—Oil Capital Broadcasting Assn., Kilgore, Tex.—Oral argument granted to be held March 26, 1936; and KWEA—International Broadcasting Corp., Shreveport, La.—Oral argument granted to be held March 26, 1936.

NEW—Ex. Rep. No. 1-165.—Florida West Coast Broadcasting Co., Inc., Tampa, Fla.—Oral argument granted to be held March 26, 1936.

NEW—Ex. Rep. No. 1-168.—W. A. Patterson, Chattanooga, Tenn.—Granted oral argument to be held February 20, 1936.

NEW—Ex. Rep. No. 1-171.—Herbert Lee Blye, Lima, O.—Granted oral argument to be held March 26, 1936.

MISCELLANEOUS

WDAY—WDAY, Inc., Fargo, N. Dak.—Granted petition requesting postponement of oral argument, scheduled for Jan. 23, 1936, for a period of approximately 30 days, on application of Robert K. Herbst for radio facilities at Moorhead, Minn.

Edwin A. Kraft, Fairbanks, Alaska—Granted order to take depositions in re application for radio facilities at Fairbanks, Alaska.

Leo J. Omelian, Erie, Pa.—Removed from hearing docket application for renewal of license and granted regular license for period expiring July 1, 1936. Applications for facilities of this station dismissed.

ACTION ON EXAMINERS' REPORTS

WBNX—Ex. Rep. 1-134: Standard Cahill Co., Inc., New York City—Denied C. P. for new equipment; move transmitter and increase power from 250 watts to 1 KW. Examiner Bramhall reversed.

WEED—Wiliam Avera Wynne, Rocky Mount, N. C.—Denied C. P. to change equipment; change frequency from **1420** to **1350 kc.;** increase power from 100 watts to 250 watts; change hours of operation from unlimited, day, sharing with WEHC night, to unlimited. Examiner Bramhall sustained. Order effective March 24, 1936.

NEW—Ex. Rep. 1-154: St. Petersburg Chamber of Commerce, St. Petersburg, Fla.—Denied C. P. for new station to operate on **1310 kc.;** 100 watts; unlimited time. Examiner Bramhall sustained. Order effective March 24, 1936.

KARK—Ex. Rep. 1-157: Ark. Radio & Equipment Co., Little Rock, Ark.—Granted C. P. to make changes in equipment; change location of transmitter, and increase power from 250 watts night, 500 watts day, to 500 watts night, 1 KW day; **890 kc.,** unlimited time. Examiner P. W. Seward sustained. Order effective March 24, 1936.

APPLICATIONS RECEIVED

First Zone

WBEN—WBEN, Inc., Buffalo, N. Y.—Modification of construction
900 permit (B1-P-567) to make equipment changes, increase day power from 1 to 5 KW, move transmitter, further re-

questing approval of transmitter site at R. F. D. No. 2, Shawnee Road, near Martinsville, N. Y.

NEW—United States Broadcasting Co., Washington, D. C.—Con-
1310 struction permit for a new radio station to be operated on **1310 kc.,** 100 watts, unlimited time, contingent upon granting of WOL's application for move of station, change of frequency and power.

WHDL—Olean Broadcasting Co., Inc., Olean, N. Y.—Construction
1420 permit to install new equipment, change frequency from **1420 kc.** to **1260 kc.,** power from 100 to 250 watts; move transmitter from Exchange National Bank Bldg., corner Union and Laurens Sts., Olean, N. Y., to town of Allegany, N. Y. Amended to make equipment changes, change frequency from **1260 kc.** to **1400 kc.**

Second Zone

NEW—Harold F. Gross, Lansing, Mich.—Construction permit for a new general experimental station to be operated on **31600, 35600, 38600, 41000 kc.,** 100 watts.

Third Zone

WREC—WREC, Inc., Memphis, Tenn.—Extension of special ex-
600 perimental authorization to operate with power of 1 KW night, 2½ KW day, for period from 3-1-36 to 9-1-36.

WIS—Station WIS, Inc., Columbia, S. C.—Modification of construc-
1010 tion permit (B3-P-3258) authorizing move of transmitter, change of frequency, installation of new equipment, and increase in power, requesting extension of completion date from 2-10-36 to 5-10-36.

NEW—Jonas Weiland, Kinston, N. C.—Construction permit for a
1210 new station to be operated on **1210 kc.,** 100 watts night, 250 watts day, unlimited time.

KVOL—Geo. H. Thomas, Robert M. Dean, Louis M. Sepaugh, T. B.
1310 Lanford, a partnership d/b as Evangeline Broadcasting Co., Lafayette, La.—Voluntary assignment of license from Geo. H. Thomas, Robert M. Dean, Louis M. Sepaugh, T. B. Lanford, a partnership, d/h as Evangeline Broadcasting Co., to Evangeline Broadcasting Co., Inc.

NEW—Lookout Broadcasting Corp., Chattanooga, Tenn.—Con-
1420 struction permit for a new station to be operated on **1420 kc.,** 100 watts, daytime.

NEW—Dorrance D. Roderick, El Paso, Tex.—Construction permit
1500 for a new station to be operated on **1500 kc.,** 100 watts, unlimited time.

Fourth Zone

WMT—Iowa Broadcasting Co., Des Moines, Iowa—License to
600 cover special experimental authorization to operate permanently on 1 KW night, 2½ KW day. (Filed under new name.)

NEW—Wise Broadcasting Co., St. Paul, Minn.—Construction per-
630 mit for a new station to be operated on **630 kc.,** 250 watts, unlimited time. Facilities of KGDE. Amended: To change name from Emmons L. Aheles & Robert J. Dean co-partnership, d/h as Wise Broadcasting Co., to Wise Broadcasting Co.

NEW—R. C. Goshorn & Lester E. Cox, d/b as Capitol Broad-
920 casting Co., Jefferson City, Mo.—Construction permit for a new station to be operated on **920 kc.,** 500 watts daytime. Consideration under rule 6 (g).

WHBL—Press Publishing Co., Shehoygan, Wis.—Construction per-
1410 mit to install new transmitter, erect a new vertical antenna and move transmitter from 636 Center Avenue, Sheboygan, Wisconsin, to site to be determined, near Shehoygan, Wisconsin.

NEW—W. E. Day, Creston, Iowa—Construction permit for a new
1500 station to be operated on **1500 kc.,** 100 watts, unlimited.

Fifth Zone

KGVO—Moshy's Incorporated, Missoula, Mont.—License to cover
1200 construction permit (B5-P-232) as modified for new equipment, change in frequency, increase in power and move of transmitter.

KDYL—Intermountain Broadcasting Corp., Salt Lake City, Utah—
1290 Construction permit to increase power from 1 KW to 5 KW, and install new equipment. Also move transmitter from Township No. 1 South, Range 1 West, 33rd South, Cor. 9th West, Salt Lake City, Utah, to site to be determined, near Salt Lake City, Utah. Amended: To omit request for increase in night power from 1 KW to 5 KW.

KFBK—James McClatchy Co., Sacramento, Calif.—Authority to
1310 determine operating power by direct measurement of antenna power.

KFBK—James McClatchy Co., Sacramento, Calif.—License to
1310 cover construction permit (5-P-B-3144) as modified to move transmitter, make changes in equipment, change frequency and increase power.

W7XBD—Oregonian Publishing Co., Portland, Ore.—Modification of construction permit for extension of commencement date to 4-15-36 and completion date to 8-15-36. (Wrong equipment installed.)