

TIME SALES TAX FIGHT PUSHED

Necessity for redoubled efforts to lick the radio time sales tax developed Thursday when the International Allied Printing Trades Council asked the Senate Finance Committee to double the graduated tax approved by the House.

The committee appeared to be favorably impressed by arguments against the tax presented Monday by the NAB and others.

But the battle is far from won. The bill has a long way to go. Until Congress sends it to the President without the time sales tax included, no one can be sure it's beaten.

Help from back home is essential. Let your Senators and your Representative in Congress know how you feel about this unfair, discriminatory, super-tax on radio.

James Lawrence Fly, FCC chairman, was the first to go to bat for the industry at Monday's hearing before the Senate Finance Committee. He told the Senators how much time, effort and money the industry was devoting to public service, especially that public service devoted to national defense. In the event of war, he indicated, the demands upon radio for service producing no revenue would be even greater, while income might drop. He also pointed out that competing advertising media were not taxed by the new revenue bill.

When asked by Senator Davis (R-Pa.), "If you put a tax on advertising in radio, will that not set a precedent for taxing advertising in newspapers?" Mr. Fly replied that he thought "it might very well do so." Mr. Fly said the Commission had been considering for some time the possibility of a bill "which would access broadly upon the communications industry, roughly the cost of regulation." He indicated, however, that a great deal of study should be made of a proper base for such a tax before it was originated.

Maurice Lynch, financial secretary of the Chicago Federation of Labor, operator of station WCFL, was the second witness, and said their objections were, first, that the tax placed an unequal and discriminatory burden on broadcasting and second, that it departed from the well-established precedent of not taxing income of non-profit organizations and labor unions. He pointed out that station WCFL donated much valuable time to the Government and that "it would not be just that radio stations which donate so much time to Government agencies be discriminated against."

Harold A. Lafount, president of the National Independent Broadcasters, said that the stations he spoke for did not object to increased taxes but wanted the burden of financing national defense to be distributed equally. As the bill stood, he said, it discriminated against the broadcasting industry. Although the lower income stations were exempt, he

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Neville Miller, *President* C. E. Arney, Jr., *Assistant to President*

Edward M. Kirby, *Director of Public Relations*; Joseph L. Miller, *Director of Labor Relations*; Frank E. Pellegrin, *Director of Broadcast Advertising*; Paul F. Peter, *Director of Research*; Russell P. Place, *Counsel*; Lynne C. Smeby, *Director of Engineering*

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said, many independent stations whose incomes were in excess of \$100,000 had little or no profit. These, he pointed out, certainly were in no position to pay the tax.

Ellsworth C. Alvord, nationally known tax expert, appeared for the NAB. He opposed the tax on four grounds:

(1) It was the first tax, with one minor exception, ever imposed upon gross receipts. "It has nothing to do at all with ability to pay, or any principle that I know of, or which I have read, or have heard of, which could underlie the taxing policy of this Government."

(2) The tax was discriminatory, but even if it were not, it would be unjust. A tax on advertising "is nothing more than a tax upon the dissemination of information, upon the dissemination of news."

(3) Radio is rendering an important public service. "I cannot believe that the Congress would so desire to hamper, even jeopardize, the service which the radio industry is now performing in the interest of the public."

(4) The tax would hit "the winners and losers" in the radio business and might throw those now making a slight profit into the red. This was against any just tax principle.

Mr. Alvord said that the industry could not object to a non-discriminatory general franchise tax but that the radio industry should not be the first industry for that experiment. Other industries were Government regulated without having to pay for the regulation, he said.

Mr. Alvord submitted a lengthy memorandum, giving detailed arguments against the tax.

Mrs. Emily Holt, executive secretary of the American Federation of Radio Artists, and Lawson Wimberly, international representative of the International Brotherhood of Electrical Workers, both appeared in opposition to the tax. Mrs. Holt pointed out that the AFRA convention in Detroit last week adopted a resolution against the tax because the union felt it would restrict the opportunities of actors, singers and announcers. Mr. Wimberly pointed out that the tax originally was the idea of a group of printing trades workmen who thought it would shift advertising from radio to the printing media. He said he thought they were mistaken, and pointed out that the American Federation of Labor was on record in opposition to the tax.

James C. Petrillo, president of the American Federation of Musicians, addressed the following telegram to the Committee:

"The American Federation of Musicians has gone on record by a unanimous vote of its international executive board protesting a 15% tax on the gross radio receipts on the grounds that the more tax paid by radio stations the more unemployment of all crafts will be the ultimate outcome of the entire matter."

IRNA Analyzes Deal Between NBC—ASCAP

The following analysis of the NBC-ASCAP deal, prepared by the chairman and vice-chairman of IRNA, will be of interest not only to NBC affiliates but also to all broadcasters. It should be studied carefully:

INDEPENDENT RADIO NETWORK AFFILIATES, INC.

Chairman's Office

August 19, 1941.

The NBC-ASCAP Formula

To All N. B. C. Affiliates:

On many occasions in the past few years we have all complained about the short-sightedness, the bull-headedness and the narrow-mindedness of network executives from our point of view, in failing to comply with requests from IRNA which we believed to be for the good of the industry. We believe much of the present mess the networks are in could have been averted.

This makes it all the more imperative that we should speak up when we have obtained from a network a deal for Affiliates which we regard as a major accomplishment. The advantages obtained for Affiliates in the copyright deal tentatively arrived at between N. B. C. and ASCAP are a victory for Affiliates. They are the direct result of demands made by IRNA. They also reflect the better understanding of Affiliates which Trammell, as president, has brought into the direction of NBC.

In recent months the broadcasting industry has had a crisis every morning before breakfast. Broadcasters have faced so many emergencies they are shell-shocked.

Many of you have not followed the details of the copyright situation. The telegram you got from Trammell was too short and needs to be amplified. We therefore believe it is in order to review and explain the proposed new formula and state our views. The decision is up to you. You are free to act. We have obtained a proposition which, when it is satisfactorily embodied in contract form, is an offer to you. We have made no commitment for you. We have made no representations that we have authority or power to bind you.

It is, of course, not possible to make final recommendations on the copyright deal tentatively set up between NBC and ASCAP until affiliates have had a chance to examine not only the final NBC-ASCAP contract but also the single station blanket contract, the single station per program contract, and the contract for clearance at the source of commercial transcriptions.

However, it is our considered judgment that this is a very fair deal and that now is the time to settle copyright differences between networks and affiliates so that ASCAP music can go back on the air and so that the major problems which confront the industry can have our undivided attention.

First of all, let us spot the high-lights of what we shall call the ASCAP Formula of August 1, 1941 (the year of the Big Wind). This is how we see them as Affiliates.

The Advantages

1. No affiliate is compelled to take a local ASCAP license. Even if you don't take one, you will get the benefit of ASCAP music on network service and the network will pay the cost of sustaining programs. On commercial programs you will be asked to reimburse to the network only the same amount which the network pays ASCAP on the net dollars you get from the network.

You used to pay ASCAP 5% on these dollars. You are now asked to pay 2 3/4%.

2. Any affiliate who wants ASCAP music locally can get it on a per program basis or a blanket basis. An affiliate must also be able to get the music on commercial transcriptions cleared at the source, and this contract must be satisfactorily negotiated. On

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RADIO AND SCHOOLS



Any investment broadcasters may make in aiding schools to more effectively use radio is money well spent.

No better investment can be made than the distribution to every superintendent, principal, supervisor and teacher in every community of a copy of the revised and improved

How to Use Radio in the Classroom

Your copy is being sent you next week.

How about ordering a quantity of these or joining with other broadcasters in your community to see that one is placed in the hands of all of the school people?

With your copy is a blank for your convenience in placing your order.

IRNA ANALYZES DEAL

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either the per program or blanket license basis, you are allowed to deduct, as before, advertising agency commissions, quantity discounts, and income from political broadcasts. IN ADDITION, IRNA HAS OBTAINED FOR YOU A FLAT DISCOUNT OF 15% ON TOP OF ALL THAT, REPRESENTING COST OF SALES TO THE STATION ITSELF AND NOT CONTINGENT UPON ANYTHING.

On the final balance you pay ASCAP $2\frac{1}{4}\%$ if you take a blanket license, which is obviously comparable with 1.91% on the previous basis by reason of this new 15% deduction we have obtained for you.

Add to that your local sustaining fee. Instead of an arbitrary figure as before, this will be, for a blanket sustaining license, 12 times \$1.00, if your annual gross is under \$50,000; 12 times your highest $\frac{1}{4}$ hour rate if you gross \$50,000 to \$150,000; and 12 times your highest $\frac{1}{2}$ hour rate if you gross over \$150,000.

On blanket licenses, adding your commercial and sustaining fees, your total cost of ASCAP will average well under 3%, as compared with a total of between 6% and 7% for both commercial and sustaining licenses before 1941.

THIS BASIC DIFFERENTIAL IN FAVOR OF AFFILIATES, THAT IS, $2\frac{1}{4}\%$ AS AGAINST THE NETWORK $2\frac{3}{4}\%$, IS ALSO AN IRNA CONTRIBUTION TO THE TERMS OF THE DEAL.

If you want to try a per-program commercial plan you still get the benefit of the extra 15% deduction we have obtained for you, so that the 8% on full programs of ASCAP music and 2% on incidental use of ASCAP music such as bridge, background, theme or signature, are really 6.8% and 1.7% respectively for comparison with previous experience.

You can even take a per-program sustaining license if you wish and pay 1% of the card value of local sustainers using ASCAP music.

If you wish, you can start with a program license and switch from program to blanket if you think it will be cheaper, or vice versa. Or you can combine a per-program commercial license with a blanket sustaining, or vice versa.

3. There is no minimum guarantee if you take a per program license so as to make yourself eligible to play ASCAP numbers for any local advertisers who wish it. There is a fixed obligation, however, to log all of your numbers for ASCAP, and this will be onerous.

4. You can refrain at present from taking any kind of ASCAP license and change your mind any time you like and take one, and you will get the benefit of this deal for the full length of the term without being penalized because you want to wait and see.

5. This deal is for a full nine (9) years with provision for renewal for nine (9) more years if ASCAP gets rights from its members. The terms for the second nine (9) years will be unchanged unless ASCAP demands an increase which we refuse, in which event the question of an increase would be determined by arbitration.

6. The terms for every affiliate are identical with the terms for every other one, including network M & O stations. The stations previously signed up, including the Mutual affiliates, share in these improved terms. The previous discriminations in favor of certain stations, such as the newspaper contract, are abolished.

7. The deal, when made, will provide for releases up to the date of signing for the network, the stations that sign, BMI and NAB, from the various threats for anti-trust and infringement violations that have been in the air. The local station deal should include a complete release for the stations signing it from all claims, at least up to the date that NBC signs the network deal, including not only infringement violations and anti-trust claims, but also claims for past years.

8. Although it is not, of course, part of the deal with ASCAP, NBC has given assurance that it intends to do its part to maintain BMI and to continue to support BMI and encourage it to grow, and we feel that BMI will be maintained by the broadcasters.

9. The aggregate cost of both BMI and ASCAP music on blanket licenses will be less than 4% for most Affiliates as compared with between 6% and 7% on the old basis before 1941 (when you add your sustaining fees).

10. In the event of a reduction in the ASCAP catalogue so material as to justify a remedy, we will have a right to cancel. If it is impractical to take ASCAP music off the air after having restored it, we always have the remedy of switching to the per program method of payment.

11. The deal imposes a considerable added financial cost on NBC which pays ASCAP on its network revenue which, as you know, was previously exempt. If the new formula were applied

to 1940 business the annual sum payable by NBC to ASCAP on network programs, commercial and sustaining, would be in round figures, \$680,000. Against this, the network asks the Affiliates to reimburse, in round figures, \$280,000. This leaves a network net cost of \$400,000. In addition, NBC would have paid for its M & O stations, commercial and sustaining fees on blanket licenses, in round figures, \$100,000. This makes a total cost for ASCAP music to NBC \$500,000 if the new formula were applied to 1940 business. In addition, NBC payments to BMI for the same period, on the reduced rate plan, are \$160,000. Therefore, cost to NBC for ASCAP and BMI together, on the new plan on 1940 business would be, in round figures, \$660,000 as compared with actual payment to ASCAP for that year, \$410,000.

In other words, NBC is taking on an additional cost, in round figures, of \$250,000 per annum based on 1940 business (and this will increase with growing volume and with clearance at the source on BMI music when it begins) in order to make this deal possible.

Most Affiliates, on the other hand, will find, as above explained, that combined cost of ASCAP and BMI will run under 4% as compared with between 6% and 7% before 1941. This should effectively dispose of any hangover of resentment against the network from past dealings where people felt the network had made a better deal for itself at the expense of Affiliates.

12. Proof that ASCAP is taking with good grace the licking it has received is self-evident when you figure that if all networks and stations take blanket licenses under the new formula, ASCAP stands to receive approximately \$3,200,000 per annum based on 1940 business, as compared with over \$5,000,000 it actually received on 1940 business under the old formula. As further evidence of ASCAP's willingness to bury the past and live in friendship with us, ASCAP has further agreed that if any special Federal broadcast tax is imposed, it will be deductible before applying the percentages.

13. At the present time all we are asked to do is to inform NBC of our agreement to reimburse the network to the extent of $2\frac{3}{4}\%$ of our compensation from it, subject to approval by us of the final detailed form of all the contracts which are to be submitted as soon as the ASCAP and NBC regiment of lawyers have agreed upon them, namely, the network contract, and the single station contracts, both blanket and per program. In addition the deal for clearance at the source of commercial transcription programs must be completed.

The Objections

Now we intend to review the objections which have been expressed by some affiliates and our comments on them. The time has come for bringing this matter to a conclusion. Full and free debate is healthy and democratic, but let's not be just a debating society that paralyzes action.

Underlying all criticism of the deal and the formula are these fundamental and basic questions in the minds of many affiliates:

Why should we make any deal with ASCAP at all? Who says we need any ASCAP music whatever? We have made out satisfactorily for eight months without ASCAP music, so why bring it back? Admitting the deal is good enough in dollars, why add this expenditure to what we are already spending for BMI if we don't need it? Is this money not just an extra luxury for something the network may need but we don't? If the network wants ASCAP music, why doesn't the network pay for it and leave it alone?

Let us first dispose of this subject: We all know what a voracious appetite for music radio has and it is up to us, as a matter of public service, to supply our program builders with every bit of material available, providing only that we can obtain that material at an equitable price. We had not only the right, but the duty to refuse to pay ASCAP the exorbitant demands made on the industry last year. But no matter how unreasonable ASCAP was with us we must not overlook our public obligation and be unreasonable with them. We must continuously improve our programs and the ASCAP repertoire will be a help in doing that.

Some of the large national advertisers who have cooperated with us for the past eight months because they knew that any great increase in copyright fees would result in increased rates, are now becoming restless. They are saying to the network executives: "We have cooperated with you when the demands upon you were unreasonable but now that you can make a fair deal we expect you to make it and not hold out simply because you seem to be getting along fairly well with the music now

available. We want to use everything that has ever been written and we expect you to obtain the right for us to do so."

This is no reflection on BMI. BMI, in the few months of its existence, has done a wonderful job. The fact that it has enabled us to keep music on the air at all is in itself a miracle of accomplishment. It is not reasonable to expect that in one year of experience, half of which was taken up with preparation, BMI could accumulate for us a catalogue sufficient to supplant entirely the ASCAP library accumulated over more than 50 years.

It may be that many stations are not fully aware of the difficulties that have faced program builders. Many stations depend mostly on phonograph records or transcriptions foremost of their musical output, and BMI has done a wonderful job in making available lists of numbers free of ASCAP obligations.

The networks have developed whatever position they have, because in the last analysis they have furnished the public with programs of such high quality that audiences have been educated to expect nothing but the best. They cannot afford to lose this hallmark. We cannot afford to let them lose it.

However, stations which take the view that it is up to the networks and not a matter of interest to the stations, are only trying to hitch-hike a free ride without realizing the facts. With ASCAP music on the networks, many stations will eventually find that listener interest will require them to add ASCAP music to their local program service. Furthermore, the problem of avoiding ASCAP-controlled phonograph records will increase because there will be an increase in ASCAP tunes recorded.

Another consideration that should be present in the minds of all broadcasters is the opportunity by closing with ASCAP at this time to avoid the damage that would be caused by any other course to our public and governmental relations at a time when we are being attacked from several quarters.

Any broadcaster who thinks that the object we had in view was to destroy and disintegrate ASCAP is equally mistaken. We all recognize the established fact that composers and publishers of individual songs or numbers own the copyrights and have a right to be paid for their use. If we use the music someone has a right to be paid. If we don't pay through ASCAP as a central collecting agency, if ASCAP is completely disintegrated, the probable result might be that these composers and publishers would deal with us for themselves or would form smaller groups in larger numbers and we would then be faced with the problem of dealing not with one single collecting agency but with many. The confusion, correspondence, bookkeeping and detail involved in dealing with all these people separately, and the flood of infringement charges and suits that might descend upon us would far counter-balance any sentimental satisfaction that last-ditch fighters would enjoy in the dissolution of ASCAP. As far as emotion is concerned, such broadcasters should derive all the comfort which they need from the obvious fact that on the revised basis of the Consent Decree and the Formula, ASCAP will have to make plenty of changes and cut out most of the abuses which we broadcasters objected to.

Program or Blanket Basis

The next general set of questions comes under the head of Program and Blanket:

As long as two successive conventions of the industry went on record in favor of a Program license or plan of measured use, why are we now called upon to reimburse to the network on a blanket basis, or to consider blanket licenses for local use?

In the first place, you will note that the percentages in the Program plan offered to N.B.C. by ASCAP are considerably reduced below the percentages offered by ASCAP to Mutual. THESE REDUCTIONS ARE DIRECTLY DUE TO DEMANDS BY IRNA THAT THE PERCENTAGE SHOULD BE REDUCED, and ASCAP has reduced them as described earlier in this letter, to a point where they amount to 6.8% on full programs and 1.7% on incidental use. N.B.C. has figured that on the Program basis its possible cost for network music would be, in round figures, \$1,000,000 as compared with \$680,000 on the Blanket basis, and that the amount of reimbursement it would seek from its affiliates, if computed on a Program basis, would be in round figures \$460,000 instead of, as stated earlier in this letter, \$280,000 on a Blanket basis.

In other words, on the Program basis Affiliates would be asked to reimburse the network \$180,000 per annum more than on the Blanket basis, and even then the net cost to the network would be \$140,000 more than on the Blanket basis on network business alone, or an actual net loss to the industry in favor of ASCAP of \$320,000 if the Program basis were in force instead of the

Blanket license. From the viewpoint of NBC and its affiliates, therefore, it is obvious that a program basis for network service is uneconomic. Whether it will be economic for stations will depend on the cost of logging the programs and on the percentage of revenue which the station derives from musical programs which will use ASCAP music. For some stations the per program method may prove economic; for many stations, however, we believe that it will prove uneconomic, especially in the case of the smaller stations, because of the cost of maintaining logs. In any event, this is a matter on which every station can make its own decision on its local contract. The stations which say the network has a right to take a blanket license from ASCAP but should only ask for reimbursement from affiliates on a program basis would certainly be on the losing end, because reimbursement on a program basis would exceed the reimbursement on a blanket basis.

The Reimbursement Feature

The next objection relates solely to the matter of the amount of the compensation or reimbursement between Affiliate and network. Several stations have argued that they are satisfied with every aspect of the deal except this one:

Admitting that the network pays ASCAP much more than it ever did before, nevertheless the network is getting the benefit of two deductions which it does not pass along to the stations: These are the deductions of 15% for general sales cost and approximately 10% for wire lines. On the basis of the 1940 business these two items will exempt approximately \$8,000,000 of network revenue from the ASCAP tax, or at 2¾% approximately \$220,000. These stations argue that part of this saving ought to be credited to the stations against the amounts of station compensation on which the stations are asked to reimburse to the network 2¾%. This argument is based upon the view that part of the network sales cost and cost of wire lines is already borne by the stations in the formula for station compensation set forth in the affiliation contracts, so that these costs, to a large extent, already come out of the pockets of the stations.

However, there is a certain inconsistency in this particular complaint. Suppose it will be agreed, for instance, that the money paid by the network for wire lines is really the money of the stations, and suppose the plan of payment is amended so that the network distributes more money to the stations, and the stations then contribute directly to the telephone company and pay the cost of the wire lines. In such event the stations would merely demand from ASCAP an exemption of the wire line cost from ASCAP tax and cheerfully pay to ASCAP the same 2¾% on the remaining dollars which would be the same as the net compensation now received from the network. For this reason we cannot urge that Affiliates should band together to enforce this particular demand against the network. Is there any flaw in this reasoning?

So much for the deduction for wire lines. As for the deduction allowed the network of 15% for sales and promotion, it seems to us fair that as between network and affiliate the network should get a credit for the sales and promotion work done by it at its expense, which contributes to the sale of the affiliate's time. The network says its actual sales and promotion expense exceeds 15%. Most of us are satisfied to pay 15% to a national representative. In principle, it seems as fair that the network should be exempt from tax on this disbursement as on the wire-line disbursement. In fact we obtained the 15% deduction for sales costs for affiliates who take a local license, on the ground that if the network is entitled to it the affiliates are. We think both are.

Fundamentally this goes to the whole basic question of the proper rate of ultimate compensation the station should receive from the network out of the advertiser's dollar. We prefer not to express any view in this connection regarding the fairness of the present basis of station compensation. Naturally we would like to get more. It is human nature that the network would like to make more profit off the stations, and the stations would like to get more profit off the networks. IRNA has never set out to be a bargaining agency for station compensation. Therefore the only position IRNA can take on this is that if any individual station thinks it has a good enough argument with which to improve its general basis of station compensation, go ahead and get it.

Transcriptions Cleared at the Source—National Spot Transcriptions

For stations signing the per program or blanket contract with ASCAP, either plan will apply to transcriptions, and for these

people clearance at the source of transcriptions is unnecessary. For those desiring to have no contract with ASCAP, we are insisting that ASCAP live up to the consent decree, and provide for clearance of such transcriptions at the source, that is, by the transcription companies or advertisers. It is obvious that the deal must be made now before stations commit themselves to carrying and paying for the music on network programs. The cost of clearing transcriptions at the source would have to be rebated to the companies which make the payment by the stations which get the business, so that there can be no increase in the cost of transcriptions to the advertisers. This is necessary so that there will be no tendency toward the use of network as against spot transcriptions due to any increase in cost.

The Rest of the Industry

Another view expressed has been that it is a breach of faith for N.B.C. and the N.B.C. affiliates to make a deal with ASCAP before there is assurance that the rest of the industry is willing to do likewise. Under the consent decree every other network and every affiliate will be entitled to the benefit of whatever deal can be made by N.B.C. and its affiliates, and there can be no higher charge under the consent decree to non-affiliated stations than to affiliates. We have sat in as advisers with the N.B.C. executives at a number of the discussions with ASCAP. We are prepared to express the view on our own responsibility that no better deal can be made with ASCAP without a strong likelihood of breaking up ASCAP. This might result in our having to deal with scattering groups of composers and publishers.

The last question of which we have knowledge is the problem of what to do about States where local legislation forbids dealing with ASCAP. This is a local problem in those States and cannot be treated nationally.

Our Recommendation

The above observations are made by us in our capacity as members of the Negotiating Committee of N.B.C. Affiliates constituted by IRNA. Morency is in Hartford and Rosenbaum in Philadelphia. This accident of geography is solely responsible for the fact that we were frequently called in, whereas the other three members of our Committee are at some distance. Craig in Nashville, Norton in Louisville, and Campbell in Dallas. We are aware that some of them may have views which differ from ours on some of these points, but we take the responsibility for expressing our views to you because of the contact we have had with this situation as it has developed.

We have not endeavored to cover in detail all the points the contracts should include. Some of these are satisfactory provisions regarding delayed broadcasts and origination of network programs without a local license; full indemnity provisions to protect affiliates, their artists and clients and their agencies; satisfactory definition of time sales; and there are others of equal importance. Every affiliate will have to study and analyze the contracts for itself, because, as you know, IRNA has no funds with which to engage attorneys and no staff available to act in that capacity.

For the reasons given we recommend the approval of the formula in principle and the agreement to reimburse to N.B.C. subject to final examination of the detailed contracts when they come.

Very truly yours,

PAUL W. MORENCY,
Vice-Chairman.

SAMUEL R. ROSENBAUM,
Chairman.

EXECUTIVE COMMITTEE

The NAB Executive Committee will meet next Wednesday, August 27, at 10:30 a. m. in the Roosevelt Hotel, New York, to consider copyright and other matters.

BMI

Try Smilin'

We have just received a letter from Ray Seeley of Folsom Prison, Represa, California, to which he has been sentenced for

life. Seeley entered prison with the knowledge that the court had adjudged him an habitual criminal and that he must serve twelve years before he could be considered for parole. "Somewhere," he writes, "I found the courage to look at myself as I really was, and it wasn't long before I knew there had to be some changes made. I determined to make every year of this sentence count for something worthy and to make good, not after a future release from prison when the going got easy, but behind the walls themselves."

Seeley then relates how he started writing songs and wrote fifty of them which were rejected as fast as he submitted them to publishers. Then he had one accepted and within the next year fifteen more were accepted. But little or no royalties were received. "After much discouraging correspondence with the publishers," Seeley writes, "I began to realize that I was right back where I started and I didn't have much heart to start from scratch again, but something happened which gave me another spurt of courage. I read Elsie Robinson's column in the paper about two prisoners who wrote the *Stars Went to Sleep*. It was the inspiration for *Try Smilin'*. I went to work on the story that very night and didn't stop until the song was finished.

"Two days later I mailed the song to the Bell Music Company, a BMI affiliate, and it was accepted by them.

"Professional copies have already been released. Last week the song was given a plug by Stuart Hamblen over KFWB, Hollywood, and I wish you could see the friendly fan mail I've received from that one local plug—they are worth every single hour I've spent writing songs."

Standard Numbers

In response to many requests the editors of *Big Song Magazine* have picked some BMI tunes which they believe have become standard numbers and will be heard from year to year on the air. They are: *High on a Windy Hill, Practice Makes Perfect, The Wise Old Owl, I Hear a Rhapsody, So You're the One, I Can't Remember to Forget, I Give You My Word, It All Comes Back to Me Now, You Walk By, Accidently on Purpose, May I Never Love Again.*

New Song Contest

Encouraged by the spectacular success of *Daddy*, Sammy Kaye is announcing a contest open to all amateur song writers. The contest is for lyrics only. The winning words will be set to music by Sammy and his arrangers and published by the Republic Music Corporation, a BMI affiliate. Prize—a hundred dollars in cash as an advance against royalties of the song.

Which all goes to show that you never can tell where you'll find a good song. Ten thousand can be submitted and not worth the paper they are written on and then suddenly one will pop up like *Daddy*, which has what it takes to win and hold the favor of the music public.

The Friendly Tavern Polka

In connection with the observance of Friendly Tavern Week, September 15th to September 21st, we are reprinting, for the benefit of broadcasters who wish to cooperate with the National Tavern Association in observance of the week, the numbers of the transcriptions and records carrying the *Friendly Tavern Polka*:

—Transcriptions—

Associated.....	280	Thesaurus.....	933
McGregor.....	2312	".....	943
Standard.....	P152	World.....	4319

—Records—

Horace Heidt....CO	36006	Frankie Masters...OK	6142
Milt Herth Trio...DE	3757	Teddy Powell....BL	B-11113
Sammy Kaye....VI	27381	Lawrence Welk...DE	3725

Virtually all of the name bands have arrangements of *Friendly Tavern* in their books.

New Song Research Service

BMI has just signed a contract for one year with the Bureau of Radio Research, directed by Dr. John G. Peatman of the Department of Psychology of the College of the City of New York. This is the organization which has been issuing a daily radio log and program analysis of popular music since the middle of June.

In addition to these reports the Bureau plans to issue graphs of trends showing the proportion of popular music to other types of music played on the air on both day and night programs. Trends of the proportion of titles to total performances and trends of those songs having ten or more performances in a week. Periodic releases will survey the public taste for popular music showing who listens, what they like, and the breakdown of age, sex, educational, and purchasing power differences. There may also be a psychological analysis of the characteristic developments between the outstanding hit tunes and those that didn't quite make the grade.

Chicago Lions Adopt *Hi, Neighbor*

The Central Lions Club of Chicago, which meets every Thursday at 12:15 p. m. at the Hotel Sherman, has adopted *Hi, Neighbor*, BMI's new greeter, as one of the club songs. Writes Ray S. Klein, Executive Secretary:

"It is indeed a very effective way of starting off our meetings and 'breaking the ice.'

"When you are in Chicago drop in at our luncheons and meetings and hear us sing your song."

Melodies That Linger

We have given you many a story on the origin of BMI popular numbers. Here is one from the *Progressive Farmer* on how *The Old Oaken Bucket* came to be written:

On a hot day in 1817 Samuel Woodworth left the office in New York City where he was employed as a printer and entered a saloon nearby. While at the bar drinking brandy, he called to an acquaintance:

"There is no better drink than this in the world."

"Yes, there is," rejoined the other.

"What is it?" asked Woodworth.

"A draught from the old oaken bucket that hung in the well at home," was the answer.

Woodworth made no reply, but finishing his drink he hurried back to his office. For two hours he worked steadily and then called in the man with whom he had talked in the saloon. He read aloud the lines, later set to music by George Kailmark.

Thus a chance remark over a bumper of brandy and a strange sort of genius brought into being *The Old Oaken Bucket*. The song was Woodworth's only worthwhile accomplishment. Various attempts to found newspapers and magazines failed, and he remained a "tramp printer" until his death in 1842.

BMI FEATURE TUNES

August 25 - August 31

1. WASN'T IT YOU
2. I WENT OUT OF MY WAY
3. YOU MEAN SO MUCH TO ME
4. DELILAH
5. HI, NEIGHBOR
6. TO TE AMO, OH! BABY
7. ALL ALONE AND LONELY
8. THE RELUCTANT DRAGON

New Subscribers

The following stations were added to our list of subscribers during the past week, bringing the total to 683, excluding non-commercials:

KPRO—Riverside, Calif.

WCBD—Chicago, Ill.

WALB—Albany, Ga.

WCRS—Greenwood, S. C.

KGFJ—Los Angeles, Calif.

"Sleeper" Into Natural

Written over a year ago *You Mean So Much to Me* has been sleeping peacefully in the music departments of the broadcasting stations for lo these many months. Then something happened, no one seems to know just what, and orders have been pouring into BMI for the sheet music. The record companies also began to prick up their mechanical ears and are talking about adding to the recordings which now include waxings by Freddy Martin and Una Mae Carlisle. That's why you see it as number 3 of the BMI features tunes.

National Defense

TO SPONSOR COAL CAMPAIGN

Plans for a "Buy Coal Now" Campaign to be sponsored by the coal industry were mailed to station executives by NAB on Wednesday, August 20. The mailing piece, entitled "It's a Radio Sales Job," contained on page 2 a copy of the message sent by Luther Harr, Bituminous Coal Consumers' Counsel, Washington, D. C., to wholesale and retail bituminous coal associations and dealers, to coal producers and district boards.

He suggested that as a patriotic duty the industry at its own expense should utilize every means of buying and storing (selling) coal now so as to release shipping space for increasing defense needs in the months ahead.

Page 3 explained why demand for coal is up—away up, why the coal tie-up must be prevented and why preventing this tie-up is a sales job. The back page contained a number of 50, 75 and 100 word spots.

In a covering letter Arthur Stringer suggested that it would give the campaign a great lift if it were launched with suitable local ceremonies much in the same fashion as stations launched the scrap aluminum collection in July. Under the caption "Other Ways to Help the Campaign" he suggested that local firms sponsor insulation programs and that building supply merchants sponsor storm window campaigns.

SURVEYING CP NEEDS

The NAB National Defense Committee has begun a survey to ascertain the material and equipment needs, expressed in terms of tons of metal, required to satisfy outstanding construction permits. This was done after conferences with government officials who have the responsibility for releasing metal. At the same time with information assembled in our spot, it might be possible to secure a "Civilian Allocation Program for the Broadcasting Industry." If granted this would be a directive which would speed the filling of orders for material and equipment needed to satisfy construction needs.

STATION ND SHORTS

Edith R. Garrett, traffic manager, KXRO, Aberdeen, Wash., writes of a new use for the "Keep 'em Flying" slogan. It is written into the station's local talent show, "Doodlebug Revue." The slogan is also used on the sign-off.

KMBC's Mark N. Smith, director of merchandising and research, has drawn up special forms for the station to use in keeping track of defense broadcasts. At the end of the month data from the sheets quickly enables the preparation of the station's monthly national defense report.

WCPO, Cincinnati, has set aside 9:15 to 10:00 p. m. week days for "Songs of America." This includes transcription music and Army, Navy, defense, Air Corps, etc., spots. A similar Sunday evening show, "Land of Liberty," is scheduled from 9:15 to 9:45 p. m. Personal appearances of recruiting officers in the local area are included in the Sunday show.

Daily, 2:10 to 2:30 p. m., is "Patriotic Parade," similar in format to the other two broadcasts.

N. C. Ruddell, vice president and general manager, WJMS, Ironwood, and WATW, Ashland, Wis., has evolved tri-daily broadcasts which he finds effective. The three shows are called "Defense for America" and are aired daily at 10:15 a. m., 1:45 p. m. and 9:05 p. m.

PROMOTION

Radio talent will feature the National Tobacco Festival to be held in South Boston, N. C., September 4 and 5. Major Edney Ridge's WBIG Ensemble, Greensboro, will play at the distinguished guest banquet on September 5.

Sales

EXECUTIVE COMMITTEE MEETS

The Sales Managers Executive Committee will meet at the Roosevelt Hotel, New York City, August 25-26.

Studies Available

Two reports will be issued this week by the Department of Broadcast Advertising. One is "The Effect of Priorities on Radio Advertising"; the other is a record of department store advertising compiled from station reports to the "Broadcast Advertising Record." Limited extra copies of each will be available free upon request.

Notice

Any one planning to do business with Ed. M. Palmer, Supplemental Time Sales Operation, 428 Grand Ave., Akron, O., is asked to communicate with Benedict Gimbel, Jr., WIP, Philadelphia, Penn.

Free Time Request

"The Cranberry Kitchen" of South Hanson, Mass., is seeking free time for the promotion of cranberries, by sending scripts to stations conducting home economics programs.

DISTRICT 15

Broadcasters of the fifteenth NAB district held a meeting August 15, in San Francisco to discuss the status of the time sales tax and ASCAP negotiations. Howard Lane, KFBK, district director, just returned from Washington, gave a full report on the situation in the Capitol. Members present included:

Philip Lasky, KROW; Riley H. Allen, KGMB; David H. Sandberg, Paul H. Raymer Co., San Francisco; Charles P. Scott, KTKC; Horace E. Thomas, KMYC; C. L. McCarthy, KQW; William B. Smullin, KIEM; Ralph Brunton, KJBS; Art Westlund, KRE; Clyde Coombs, KARM; S. H. Patterson, KSAN; Lincoln Dellar, KSFO; Harold Meyer, KYA; Charles Lloyd, KLX; Wilt Gunzen-

dorfer, KSRO; S. W. Warner, KLS; Howard Walters, KDON; Howard Lane, KFBK, and Eddie Calder KHUB.

CIO UNION CERTIFIED

Upon the basis of a stipulation for certification on consent comparison of records, the National Labor Relations Board announced certification of American Communications Association, Broadcast District No. 1, Eastern Branch as the sole collective bargaining agency designated and selected by a majority of all broadcast technicians of Westinghouse Radio Stations, Inc., in the broadcast engineering department of Station KYW, Philadelphia, Pennsylvania.

FEDERAL COMMUNICATIONS COMMISSION

IMPROVE INTERNATIONAL BROADCAST

With a view to improving reception abroad of short-wave broadcasts emanating from this country, the FCC modified Section 4.44 of its rules governing international broadcast stations to permit greater flexibility in the choice of operating frequencies and thereby bring about more efficient use of the limited number of frequencies available for this purpose.

International broadcasting has passed through its experimental stage and has developed into a service of the utmost importance. Existing world conditions demonstrate the necessity of the United States being well represented in the international broadcast band, and of maintaining an adequate service to the people of foreign nations. At the present time the expansion of international broadcast facilities in other countries has resulted in considerable and increased interference to the transmissions of United States stations engaged in international broadcasting.

The changes made in rule 4.44 will make it possible to assign more than one frequency in the international broadcast band to a single domestic licensee. This will enable the licensee, should interference be experienced on one frequency, to shift operations to another frequency not subject to the same degree of interference. In addition, due to the time differential in foreign lands served by our international broadcast stations, it is possible to assign the same frequency to two or more stations broadcasting to different portions of the world without confusion.

There are now a dozen international broadcast stations in operation or under construction in the United States. The Commission's requirement of a minimum power of 50 kilowatts insures transmissions of reasonable strength reaching the countries for which they are intended.

NEW FM STATION

The Columbia Broadcasting System, Inc., has been granted a construction permit by the FCC for a new high frequency (FM) station at St. Louis, Mo., to serve 13,000 square miles with more than 1,800,000 population. The proposed site of the transmitter is the Mart Building, 12th and Spruce Streets. The station will operate on 45,900 kilocycles.

To enable the Philadelphia area to have scheduled television program broadcasts as soon as possible, the Commission has given the Philco Radio and Television Corporation special authorization to so operate its present experimental television station W3XE for a period of 60 days on television Channel No. 3 (66,000-72,000 kilocycles) pending the furnishing of additional engineering data required by the Commission to pass on that company's pending application for a construction permit for a full-fledged commercial television station in Philadelphia.

NATHAN H. DAVID TO ASSIST INFORMATION COORDINATOR DONOVAN

Nathan H. David has resigned from the Law Department of the FCC to join the staff of Coordinator of Information William J. Donovan.

Mr. David, who is 28 years old and a native of Massachusetts, joined the Commission in 1939 as Assistant to the Chairman. Subsequently transferring to the legal staff, his most recent assignment has been as Chief of the Litigation Section.

FROM THE FCC MAIL BAG

A Boston broadcast listener has written the Commission suggesting that an arrangement be made whereby dramas be transmitted over one network, symphonic music over another, and that varied programs be carried over a third network. But the Commission has no authority to direct this or other programming.

An Asheville resident requests copies of Commission "regulations" requiring written scripts of programs to be submitted to broadcast stations 24 hours in advance of their presentation. The Commission has adopted no such regulations; it is within the discretion of the individual broadcast station whether or not to require submission of written scripts in advance so long as the licensee retains full control over programs.

A music company complains of alleged inability to obtain information from broadcast stations as to the extent to which they have broadcast its songs. This, too, is outside of Commission jurisdiction.

A Texas inquirer is informed that it is impossible for the Commission to determine in advance of the filing of an application for broadcast facilities, and in absence of such record of engineering and other facts on which to base consideration, that establishment of a new station would be practicable and in the public interest.

A list of radio stations operating in the emergency service, such as requested by a Pennsylvanian, is not available for distribution, and, in view of pressure of other business, it cannot be stated at this time when a revision will be possible.

FEDERAL COMMUNICATIONS COMMISSION DOCKET

Following broadcast hearings are scheduled to be heard before the Commission during the week beginning Monday, August 25. They are subject to change.

Monday, August 25

KDRO—Albert S. and Robert A. Drohlich, d/b as Drohlich Bros., Sedalia, Mo.—C. P., **800 kc.**, 1 KW day, daytime. Present assignment: **1490 kc.**, 250 watts, unlimited time.

Consolidated Hearing

KFJM—University of North Dakota, Grand Forks, N. D.—Renewal of license, **1440 kc.**, 500 watts night, 1 KW day, unlimited time.

KFJM—University of North Dakota, Grand Forks, N. D.—Modification of license, **1440 kc.**, 500 watts night, 1 KW day, share 3 to 5 p. m. daily. Present assignment: **1440 kc.**, 500 watts night, 1 KW day, unlimited time.

NEW—Dalton LeMasurier, Grand Forks, N. Dak.—C. P., **1440 kc.**, 500 watts night, 1 KW day, specified hours.

Wednesday, August 27

WIBG—Seaboard Radio Broadcasting Corp., Glenside, Pa.—Renewal of license, **990 kc.**, 1 KW, daytime.

Thursday, August 28

NEW—West Allis Broadcasting Co., West Allis, Wis.—C. P., **1480 kc.**, 250 watts, daytime.

Friday, August 29

NEW—KNOE, Incorporated, Monroe, La.—C. P., **1420 kc.**, 250 watts, unlimited time.

FUTURE HEARINGS

During the week the Commission has announced the following future broadcast hearing dates. They are subject to change.

September 24

NEW—Park Cities Broadcasting Corp., Dallas, Texas.—C. P., **710 kc.**, 5 KW, unlimited time, DA-night.

September 25

Consolidated Hearing

WICA—WICA, Incorporated, Ashtabula, Ohio.—C. P., **970 kc.**, 1 KW night, 5 KW day, unlimited time, DA-night.

WWSW—Walker & Downing Radio Corp., Pittsburgh, Pa.—C. P., **970 kc.**, 1 KW night, 5 KW day, unlimited time, DA-night and day.

September 26

KGKO—KGKO Broadcasting Co., Ft. Worth, Texas.—Modification of license, **570 kc.**, 1 KW night, 5 KW day, unlimited time, DA-night.

September 29

Further Hearing

NEW—Hawaiian Broadcasting System, Ltd., Honolulu, T. H.—C. P., **1340 kc.**, 250 watts, unlimited time.

Consolidated Hearing

NEW—Scripps-Howard Radio, Inc., Houston, Texas.—C. P., **1230 kc.**, 250 watts, unlimited time.

NEW—Texas Star Broadcasting Co., Houston, Texas.—C. P., **1230 kc.**, 250 watts, unlimited time.

NEW—Greater Houston Broadcasting Co., Inc., Houston, Texas.—C. P., **1230 kc.**, 250 watts, unlimited time.

Further Hearing

KWK—Thomas Patrick, Inc., St. Louis, Mo.—C. P., **680 kc.**, 50 KW, unlimited time, DA-day and night.

October 14

Consolidated Hearing

KVFD—Northwest Broadcasting Co., Fort Dodge, Iowa.—Modification of license, **1400 kc.**, 250 watts, unlimited time.

KFGQ—Boone Biblical College, Boone, Iowa.—Renewal of license, **1400 kc.**, 100 watts day, specified hours.

October 16

NEW—Hennessy Broadcasting Co., Butte, Montana.—C. P., **1490 kc.**, 250 watts, unlimited time.

NEW—Barclay Craighead, Butte, Montana.—C. P., **1490 kc.**, 250 watts, unlimited time.

October 20

WIBG—Seaboard Radio Broadcasting Corp., Glenside, Pa.—Modification of license, **990 kc.**, 1 KW, limited to Knoxville, Tenn.

October 22

WBRY—American Republican, Inc., Waterbury, Conn.—Modification of C. P., **560 kc.**, 1 KW, unlimited time, DA-night and day.

October 27

Consolidated Hearing

NEW—Jefferson Broadcasting Corp., Birmingham, Ala.—C. P., **1340 kc.**, 250 watts, unlimited time, request facilities of WSGN when vacated.

NEW—George Johnston, Jr., Birmingham, Ala.—C. P., **1340 kc.**, 250 watts, unlimited time, request facilities of WSGN.

NEW—WBAM, Inc., Birmingham, Ala.—C. P., 1310 kc., 250 watts, unlimited time, request facilities of WSGN when vacated.

November 3

WPRP—Julio M. Conesa, Ponce, Puerto Rico.—C. P., 1480 kc., 1 KW night, 5 KW day, unlimited time.

WPRP—Julio M. Conesa, Ponce, Puerto Rico.—Modification of C. P., 1520 kc., 1 KW night, 5 KW day, unlimited time.

WPRP—Julio M. Conesa, Ponce, Puerto Rico.—Renewal of license, 1420 kc., 250 watts, unlimited time.

FEDERAL COMMUNICATIONS COMMISSION ACTION

APPLICATIONS GRANTED

Columbia Broadcasting System, Inc., St. Louis, Mo.—Granted construction permit (B4-PH-102) for a new (FM) broadcast station to operate on frequency 45900 kc., to serve 13,000 square miles.

Westinghouse Radio Stations, Inc., Hull, Mass.—Granted construction permit (B1-PEX-37) for a new developmental broadcast station to operate on frequency 9570 kc., with power of 700 watts, for the purpose of furnishing a signal for the National Bureau of Standards in Washington, in connection with radio wave propagation studies made by that agency.

West Virginia Broadcasting Corp., Wheeling, W. Va.—Granted special service authorization (B2-SSA-2) to operate on 1170 kc., 5 KW, unlimited time, for the period ending February 1, 1942. (Now operates on 1170 kc., 5 KW, Simul-Day-WOWO, shares night-WOWO, and has construction permit for 50 KW unlimited time, DA night.)

WHIO—Miami Valley Broadcasting Corp., Dayton, Ohio.—Granted reinstatement of construction permit (B2-P-3257) to install a new transmitter, move transmitter to about 7 miles south southeast of center of Dayton; install directional antenna for night use, and increase night power to 5 KW. (Now authorized under construction permit which has expired, to use 1290 kc., 5 KW day, 1 KW night, DA at night, unlimited time.)

WTOC—Savannah Broadcasting Co., Savannah, Ga.—Granted modification of construction permit (B3-MP-1250) to increase night power to 5 KW, make changes in directional antenna and extend commencement and completion dates to 60 and 180 days after grant, respectively. (Now has construction permit (B3-P-2944) for 1290 kc., 1 KW night, 5 KW day, DA night, unlimited time.)

WCBX—Columbia Broadcasting System, Inc., Brentwood, N. Y.—Granted modification of construction permit (B1-MPIB-27) for international broadcast station to add frequencies 6060 and 21520 kc., sharing time on both frequencies with WCRC and WCAB and to share time with WCRC on 6120, 6170 and 21570 kc. (Now has construction permit to operate on frequencies 6120, 6170, 9650, 11830, 15270, 17830, 21570 kc., 50 KW day and night; share on 17830 kc. with WCRC; share on 9650, 11830, 15270 kc. with WCAB and WCRC; unlimited time on 6120, 6170, 21570 kc.)

WCRC—Columbia Broadcasting System, Inc., Brentwood, N. Y.—Granted modification of construction permit (B1-MPIB-28) for international broadcast station to add frequencies 6120, 6170, 21570 kc., sharing time with WCBX and to share time on 6060 and 21520 kc. with WCBX and WCAB. (Now has construction permit to operate on 6060, 9650, 11830, 15270, 17830, 21520 kc., 50 KW; share on 6060, 21520 kc. with WCAB; shares with WCBX on 17830 kc.; shares 9650, 11830, 15270 kc. with WCAB and WCBX.)

W3XE—Philco Radio and Television Corp., Philadelphia, Pa.—Granted special authorization (B2-PCT-4) to operate television station W3XE, on a commercial basis for a period of 60 days from September 1, 1941, using Channel No. 3 (65060-72060 kc.).

MISCELLANEOUS

WPIC—Sharon Herald Publishing Co., Sharon, Pa.—Denied request for special temporary authority to operate additional

time from 8 p. m. EST to conclusion of program in connection with the Mercer County Holy Name Society Rally on September 7, 1941.

WMRO—Martin R. O'Brien, Aurora, Ill.—Denied request for special temporary authority to operate from sign-off time (August 7 p. m. CST) to 10 p. m. CST on August 14, 1941, in order to broadcast the baseball game between Aurora and Sycamore.

WCLE—United Broadcasting Co., Cleveland, Ohio.—Denied request for special temporary authority to operate from sign-off time (September 6:45 p. m. EST) to 7 p. m. EST, for a period beginning September 1, 1941, and ending not later than September 30, 1941, in order to carry baseball games and half-hour network programs.

WHKC—United Broadcasting Co., Columbus, Ohio.—Granted special temporary authority to operate from regular sign-off time (9 p. m. EST, September) to the conclusion of the Simon-Baer boxing bout on September 5, 1941, only, in the event this bout runs later than regular sign-off time.

WHKC—United Broadcasting Co., Columbus, Ohio.—Granted special temporary authority to operate from regular sign-off time (9:45 p. m. EST, August) to the conclusion of the Lesnevich-Mauriello light heavyweight championship boxing bout on August 26, 1941, only, in the event this bout runs later than regular sign-off time.

W9XBK—Balaban and Katz Corp., Chicago, Ill.—Granted extension of special temporary authority to operate two transmitting units to be installed and operated from the State-Lake Building, Chicago, Illinois; Link Transmitter Type No. 50-UTX with 100 watts power for visual and Link Transmitter Type No. 25-UBX, 25 watts power to be used for aural; temporary steel tower to be used on roof of said building, in order to conduct tests for the period August 18, 1941, to not later than September 16, 1941, in accordance with construction permit.

W71NY—Bamberger Broadcasting Service, Inc., New York, N. Y.—Granted extension of special temporary authority to operate frequency modulation station commercially on 47100 kc., power 1000 watts, special emission for frequency modulation, at 444 Madison Ave., New York City, using Western Electric Type No. D151182, Serial No. 101, one kilowatt transmitter for a period of 60 days, beginning August 20 and ending not later than October 18, 1941.

KGBS—Herbenito Broadcasting Co., Harlington, Tex.—Granted modification of construction permit for authority to move studio to approximately 3½ miles from Harlington, Tex. (B3-MP-1340).

WCRC-WCBX—Columbia Broadcasting System, Inc., New York, N. Y.—Granted special temporary authority to use already licensed Mackay Radio and Telegraph Co. point to point transmitter, Type 34-C, on 6060, 6120, 6170, 9650, 11830, 15270, 17830, 21520, 21570 kc., A1 emission, in order to conduct antenna tests for International Broadcast stations WCRC and WCBX, for period of 30 days, beginning August 12 to not later than September 10, 1941.

WBNT—National Broadcasting Co., Inc., New York, N. Y.—Granted extension of special temporary authority to operate a specially constructed 1 KW peak power, special emission laboratory model FM visual transmitter in conjunction with the main picture transmitter power amplifier of WBNT (formerly W2XBS) on Channel No. 1 in order to make comparisons of FM and A5 emissions and to obtain engineering data for period August 18 to not later than September 16, 1941.

KFUO—Evangelical Lutheran Synod of Mo., etc., Clayton, Mo.—Granted modification of construction permit (B4-P-2882) for extension of completion date to 9-13-41 (B4-MP-1382).

W2XMN—Edwin H. Armstrong, Alpine, N. J.—Granted special temporary authority to operate an additional transmitter on 43 mc. with power not in excess of 40 KW, using FM for a period ending no later than September 8, 1941, in order to conduct further experiments on adjacent channel operation of FM broadcast stations and demonstrate such operation to certain engineering committees of the RMA.

W2XYU—Columbia Broadcasting System, Inc., New York City.—Granted extension of special temporary authority for the period August 19 to September 17, to use a 25-watt test transmitter on 330.4, 333.4 and 336.4 mc. in order to conduct tests.

WRCA—National Broadcasting Co., Inc., New York City.—Granted extension of special temporary authority to operate on 9670 kc., with effective power of 100 KW, using sepa-

- rate power amplifiers feeding separate directional antennas, for the period August 19 to September 17, 1941.
- WKRC**—The Cincinnati Times Star Co., Cincinnati, Ohio.—Granted special temporary authority to operate with power of 5 KW from 2 to 3 a. m., EST, August 16 only, to carry a special DX program (B2-S-280).
- W10XF**—National Broadcasting Co., Inc., Portable.—Granted modification of license for developmental broadcast station to change type designation of transmitter (B1-MLEX-13).
- Tri-State Broadcasting Co., Inc.**, Portable-Mobile, area of El Paso, Texas.—Granted construction permit for new relay broadcast station to be used with applicant's standard broadcast station KTSM; frequencies 1622, 2058, 2150, 2790 kc., 50 watts (B3-PRY-248).
- WBLR**—Columbus Broadcasting Co., Inc., Portable-Mobile, area of Columbus, Ga.—Granted license to cover construction permit (B3-PRY-237) for new relay broadcast station to be used with applicant's standard station WRBL; frequencies 1622, 2058, 2150, 2790 kc., 50 watts (B3-LRY-234).
- WJRL**—James Broadcasting Co., Inc., Portable-Mobile, area of Jamestown, N. Y.—Granted license to cover construction permit (B1-PRE-391) for new relay broadcast station to be used with applicant's standard station WJTN; frequencies 30820, 33740, 35820 and 37980 kc., 25 watts (B1-LRE-355).
- KFUO**—Evangelical Lutheran Synod of Mo., etc., Clayton, Mo.—Granted modification of construction permit (B4-P-2882, for new transmitter, antenna and increase in power from 1 to 5 KW) for change in frequency from 830 to 850 kc. under NARBA.
- WBEN**—WBEN, Inc., Buffalo, N. Y.—Granted license to cover construction permit (B1-P-2757), for increase in power to 5 KW day and night, installation of new transmitter, directional antenna for night use and move of transmitter (B1-L-1465).
- WGEA**—General Electric Company, Schenectady, N. Y.—Granted license to cover construction permit (B1-PIB-25), which authorized increase in power, new equipment and additional frequencies in international broadcast station; frequencies 6190, *9559, 15330, *21500, and 21590 kc., 50 KW. (*Subject to special conditions contained in construction permit.) (B1-LIB-18.)
- KONO**—Eugene J. Roth, tr/ as Mission Broadcasting Co., San Antonio, Tex.—Granted special temporary authority to operate on an unlimited time basis, using those day and night hours vacated by KMAC for a period not to exceed 30 days.
- KGEK**—Elmer G. Beehler, Sterling, Colo.—Denied request for special temporary authority to operate from 1:30 p. m. to 2 p. m. MST on August 18, 19 and 20, 1941, in order to broadcast programs in connection with the Logan County Fair, Sterling, Colo. only.
- Jewel Lee Noble, E. Francis Egleston, M.D., and James W. Bonner, d/b as Physicians and Surgeons Emergency Radio Call Service, San Francisco, Calif.**—Granted motion to continue hearing now set for August 18 on application for construction permit to operate on frequency 2398 kc., 100 watts, A3 emission, unlimited time. Hearing continued to December 9, 1941.
- Jewel Lee Noble and Harry Bell, d/b as Physicians and Surgeons Radio Page Service, Los Angeles, Calif.**—Granted motion to continue hearing now set for August 18 on application for construction permit to operate on frequency 2398 kc., 100 watts, A3 emission, unlimited time. Hearing continued to December 9, 1941.
- Edward Tom O'Brien, David Shepard, Howard S. Johnson and John W. Boler, a partnership, d/b as Brainerd-Bemidji Broadcasting Co., Brainerd, Minn.**—Granted petition for leave to file amendment late in re application for construction permit for new station to operate on 1550 kc., 1 KW, unlimited time.
- KFJI**—KFJI Broadcasters, Inc., Klamath Falls, Ore.—Denied petition to intervene in the hearing on the application of Herald Publishing Co. for a new station in Klamath Falls to operate on 1400 kc., 250 watts, unlimited time.
- KFJI**—KFJI Broadcasters, Inc., Klamath Falls, Ore.—Petition to intervene, and opposition thereto filed by D. Schaeffer, in re application of Dorman Schaeffer for a new station at Klamath Falls, Ore., to operate on 1400 kc., 250 watts, unlimited time—denied; Schaeffer's petition for investigation and to strike KFJI's petition as false and sham, also denied; exception noted by counsel for Schaeffer.
- WFMJ**—William F. Maag, Jr., Youngstown, Ohio.—Granted petition to intervene in the hearing on application of Washington Broadcasting Company for a new station in Washington, Pa., to operate on 1450 kc., 250 watts, unlimited time.
- WPRP**—Julio M. Conesa, Ponce, Puerto Rico.—Granted motion for continuance to November 3, of hearing now set for September 4, on application for renewal of license and for construction permit and modification thereof.
- WEEU**—Berks Broadcasting Co., Reading, Pa.—Motion for leave to amend application for construction permit to request change of antenna and equipment, and 5 KW unlimited time, DA night, granted, amendment to be filed within 15 days; motion to remove application from docket, without prejudice to filing another petition to remove, dismissed.
- W2XMN**—Edwin H. Armstrong, Alpine, N. J.—Granted extension of special temporary authority to retransmit the transmissions of experimental high frequency broadcast stations W2XAG, W65N and W1XOJ (W42B) for the period August 28 to October 27, in order to continue rebroadcasting experiments.
- W2XAG**—Carman R. Runyon, Jr., Yonkers, N. Y.—Granted extension of special temporary authority to operate a high frequency experimental station on 117190 kc., 5000 watts, special emission for FM, for the period August 29 to October 28, 1941.
- W51R**—Stromberg Carlson Tel. Mfg. Co., Rochester, N. Y.—Granted extension of special temporary authority to operate frequency modulation station commercially on 45100 kc., special emission for FM, with transmitter located at 89 East Ave., Rochester, for the period September 2 to November 1, pending completion of construction pursuant to permit (B1-PH-75).
- WOKO**—WOKO, Inc., Albany, N. Y.—Granted special temporary authority to operate a 2-watt pack transmitter as a relay broadcast station on 33280, 35020, 37620 and 39820 kc., in order to relay to station WOKO program in connection with the Altamont County Fair, from August 18 to August 24, only.
- W71NY**—Bamberger Broadcasting Service, Inc., New York City.—Granted extension of special temporary authority to operate frequency modulation station commercially on 47100 kc., 10,000 watts power, at 444 Madison Ave., New York, for the period August 23 to September 21, pending completion of antenna construction in accordance with construction permit (B1-PH-46; B1-MPH-8).
- WPRP**—Julio M. Conesa, Ponce, Puerto Rico.—Granted extension of authority to rebroadcast on a sustaining basis the Raymond Gram Swing programs to be received from International Broadcast station WECA over station WPRP, for the period August 23 to October 21, conditionally.
- W65H**—WDRG, Inc., Hartford, Conn.—Granted extension of special temporary authority to rebroadcast high frequency broadcast stations W2XMN and W1XOJ emissions for a period beginning August 29 and ending no later than October 27, only.
- Courier-Journal & Louisville Times Co., Louisville, Ky.**—Granted special temporary authority to operate portable transmitter licensed to amateur station W9AYH on 9135 kc. and 4797.5 kc., A1, A2 and A3 emission, for day and night use, as a cue circuit between station WHAS and a transcription crew following Army maneuvers in Arkansas and Louisiana, for a period ending no later than September 30.
- KBZA-KBZB**—Telegraph-Herald, Dubuque, Iowa.—Granted extension of special temporary authority to operate already licensed relay transmitters on 1620, 2058, 2150 and 2790 kc., with power of 125 watts for KDJB and 2 watts for KQHS from August 16 to September 14, in order to relay to station KDTH special events, particularly the Darling-ton, Wisc. Fair.
- W1XK**—Westinghouse Radio Stations, Inc., Hull, Mass.—Granted extension of special temporary authority to operate an FM experimental b/c station on 42600 kc., 1000 watts, special emission for FM, with transmitter located at Newport Road, Hull, for the period August 29 to October 28, pending completion of new FM station W67B.
- W1XSN**—Westinghouse Radio Stations, Inc., Springfield, Mass.—Granted extension of special temporary authority to operate an FM experimental b/c station on 42600 kc., 1000 watts, special emission for FM, with transmitter located at 625 Page Blvd., E. Springfield, Mass., for the period August 29 to October 28, pending completion of new FM station W67B.

W2XOY—General Electric Co., New Scotland, N. Y.—Granted extension of special temporary authority to operate a high frequency experimental broadcast station on **43200 kc.**, 2500 watts, special emission for FM, with transmitter located at New Scotland, N. Y., for the period August 28 to September 27.

W2XMN—Edwin H. Armstrong, Alpine, N. J.—Granted extension of special temporary authority to operate a high frequency experimental broadcast station on **117430 kc.**, 40 KW power, using special emission for FM, for the period September 9 to November 7, in order to conduct tests, pending completion of new FM station W31NY.

W2XMN—Edwin H. Armstrong, Alpine, N. J.—Granted extension of special temporary authority to operate a high frequency experimental broadcast station on **42800 kc.**, 40,000 watts, special emission for FM, with transmitter located north of Alpine, N. J., for the period August 28 to October 27, pending completion of new FM station W31NY.

Adirondack Broadcasting Co., Inc., Albany, N. Y.—Granted special temporary authority to operate 2-watt pack transmitter as a relay broadcast station on **31620, 36260, 37340 and 39620 kc.**, with A3 emission in order to relay to station WABY program in connection with the Altamont County Fair from August 18 to 24, only.

Robert V. Lee, Bradenton, Fla.—Denied petition to reconsider and grant without a hearing application for a new station to operate on **1490 kc.**, 250 watts, unlimited time.

KFPW—Southwestern Hotel Co., Fort Smith, Ark.—Granted petition to reconsider and grant without hearing the application for renewal of license; cancelled hearing heretofore scheduled, and granted renewal on a regular basis to operate on **1400 kc.**, 250 watts, unlimited time.

WRDW—Augusta Broadcasting Co., Augusta, Maine.—Granted petition to reconsider and grant without hearing the application for construction permit to change frequency to **1480 kc.**, increase power, install new transmitter and change antenna system, subject to filing with and obtaining approval of the Commission of an application for modification of construction permit requesting operating power of 5 KW, unlimited time, employing directional antenna at night, and specifying exact transmitter location, transmitting equipment, and antenna system to be used.

Utica Broadcasting Co., Inc., Utica, N. Y.—Denied petition requesting reconsideration and grant without hearing of application for new station to operate on **1450 kc.**, 250 watts, unlimited time.

APPLICATIONS FILED AT FCC

550 Kilocycles

NEW—Eastern Broadcasting Co., Patchogue, N. Y.—Construction permit for a new broadcast station to be operated on **550 kc.**, 1 KW, unlimited time.

KFYR—Meyer Broadcasting Co., Bismarck, N. D.—License to cover construction permit (B4-P-2576) to install directional antenna for night use and increase night power to 5 KW.

KFYR—Meyer Broadcasting Co., Bismarck, N. D.—Authority to determine operating power by direct method.

560 Kilocycles

WIND—Johnson-Kennedy Radio Corporation, Gary, Indiana.—Authority to determine operating power by direct measurement of antenna power.

570 Kilocycles

KGKO—KGKO Broadcasting Co., Fort Worth, Texas.—Modification of construction permit (B3-P-2571) for changes in directional antenna system and increase in power from 1 KW night and 5 KW day to 5 KW day and night, requesting extension of completion date from 9-14-41 to 3-14-42.

600 Kilocycles

KROD—Dorrance D. Roderick, El Paso, Texas.—Construction permit to install new transmitter.

610 Kilocycles

NEW—The Continental Broadcasting Co., Salt Lake City, Utah.—Construction permit for a new broadcast station to be operated on **610 kc.**, 1 KW, directional antenna, unlimited time.

WMUR—The Radio Voice of New Hampshire, Inc., Manchester, N. H.—Modification of construction permit (B1-P-2897) as modified, for a new broadcast station, requesting extension of completion date from 8-15-41 to 9-15-41.

630 Kilocycles

WMIN—WMIN Broadcasting Co., St. Paul, Minn.—Construction permit to change frequency from **1400 to 630 kc.**, increase power from 250 watts to 5 KW, install new transmitter, install directional antenna for day and night use, and move transmitter. Amended: to reduce proposed night power to 1 KW and change transmitter site to Richfield, Minn., and make changes in directional antenna.

770 Kilocycles

KXA—American Radio Telephone Co., Seattle, Wash.—Construction permit to move transmitter from Atlantic Street, Dock "A," Seattle, Wash., to Second and Union, Rhodes Store Building, Seattle, Wash., and install vertical antenna.

850 Kilocycles

KFUO—Evangelical Lutheran Synod of Missouri, Ohio, and other States, Clayton, Mo.—Modification of construction permit (B4-P-2882) as modified, for new transmitter, antenna, and increase in power, requesting extension of completion date from 8-13-41 to 9-13-41.

860 Kilocycles

NEW—Etowah Broadcasting Co., Gadsden, Ala.—Construction permit for a new station to be operated on **860 kc.**, 250 watts power, unlimited time.

910 Kilocycles

WFDF—Flint Broadcasting Co., Flint, Mich.—Authority to determine operating power by direct method for auxiliary transmitter.

940 Kilocycles

WTBO—Associated Broadcasting Corp., Cumberland, Md.—Construction permit to install new transmitter and directional antenna for night use, change frequency from **820 to 940 kc.**, increase power from 250 watts to 250 watts night and 1 KW day, and change hours of operation from limited to unlimited.

960 Kilocycles

WELI—City Broadcasting Corp., New Haven, Conn.—License to cover construction permit (B1-ML-868) as modified, for increase in power from 250 watts night and 500 watts day to 500 watts night and 1 KW day, and for changes in directional antenna.

WELI—City Broadcasting Corp., New Haven, Conn.—Authority to determine operating power by direct method.

990 Kilocycles

WIBG—Seaboard Radio Broadcasting Corp., Glenside, Pa.—Authority to transfer control of corporation from Joseph M. Nassau, James A. Nassau, John Morgan Davis, Theodore H. Elsner, Edward D. Clery, Jack Compter, Margaret R. Collins, and LaVerne K. Shiffer, to Paul F. Harron, Joseph Lang, John B. Kelly, and Anthony J. Drexel Biddle, Jr., by transferring 100 shares of common stock and issuing 100 shares of new stock.

1040 Kilocycles

WGRC—North Side Broadcasting Corp., New Albany, Ind.—C. P. to change frequency from **1370 (1400 kc., NARBA) to 1040 kc. (1080 kc., NARBA)**, increase power from 250 watts to 5 KW, directional antenna for night use, change type of transmitter, move studio, also move transmitter to point between Pete Ampers and St. Mary's Rd., and Freidberger Rd., New Albany, Ind. Amended: to change requested frequency from **1040 (1080 NARBA) to 790 kc.**, decrease proposed power from 5 KW day and night to 1 KW; 5 KW-day, install new directional antenna for night use only, and change requested transmitter site from a point between Pete Ampers and St. Mary's Road and

Friedberger Road, New Albany, Ind., to Highway 31W, near New Albany, Ind., omit requested change in studio site.

1050 Kilocycles

NEW—James F. Hopkins, Inc., Ann Arbor, Mich.—Construction permit for a new station to be operated on 1050 kc., 1 KW power, daytime hours of operation.

1060 Kilocycles

KYW—Westinghouse Radio Stations, Inc., Philadelphia, Penna.—Authority to determine operating power by direct measurement.

1070 Kilocycles

WAPI—Voice of Alabama, Inc., Birmingham, Ala.—Construction permit to change frequency from 1140 to 1070 kc. (under NARBA), install a new transmitter, increase power from 5 to 50 KW, change hours of operation from simultaneous day and share night with KVOO to unlimited time, install directional antenna for night use, and move transmitter from near Pratt City to 9 miles north of Birmingham, Ala. Amended: to change proposed transmitter site from 9 to 7 miles north of Birmingham, Ala.

1080 Kilocycles

NEW—WKAL, Incorporated, Kalamazoo, Mich.—Construction permit for a new station to be operated on 1080 kc., 1 KW, daytime hours of operation.

1130 Kilocycles

WDGY—Dr. George W. Young, Minneapolis, Minn.—Special service authorization to operate with power of 1 KW night and 5 KW day, unlimited time.

1160 Kilocycles

WHAT—Independence Broadcasting Co., Inc., Philadelphia, Pa.—Construction permit to install new transmitter and directional antenna for day and night use, change frequency from 1340 kc. to 1160 kc. under NARBA, increase power from 100 watts to 5 KW, change hours of operation from shares with WTEL to unlimited time, and move transmitter. Amended: To request daytime hours of operation.

1190 Kilocycles

WOWO—Westinghouse Radio Stations, Inc., Fort Wayne, Ind.—Special Service Authorization to operate unlimited time for a period ending 2-1-42.

1220 Kilocycles

WGAR—The WGAR Broadcasting Co., Cleveland, Ohio.—Construction permit to make changes in equipment and changes in directional antenna for day and night use, change frequency from 1480 kc. to 1220 kc. under NARBA, and change power from 1 KW night and 5 KW day to 50 KW day and night. Amended: Re directional antenna and move of transmitter from Cuyahoga Heights to Broadview Heights Village, Ohio.

1240 Kilocycles

WCOU—Twin City Broadcasting Co., Inc., Lewiston, Maine.—Authority to determine operating power by direct method.

1270 Kilocycles

WXYZ—King-Trendle Broadcasting Corporation, Detroit, Michigan.—Construction permit to make changes in directional antenna system.

1300 Kilocycles

WOOD—King-Trendle Broadcasting Corp., Grand Rapids, Michigan.—Construction permit to increase power from 500 watts to 5 KW, install new transmitter, directional antenna for night use, move studio from 16th Floor Grand Rapids National Bank Bldg., Grand Rapids, Mich., to 1st National Bank Bldg., Grand Rapids, Mich., and move transmitter from Walker Twp., Grand Rapids, Michigan, to RFD,

South of Grand Rapids, Mich., Amended: To make changes in proposed directional antenna system.

1340 Kilocycles

NEW—B. S. Sadler, New Bern, N. C.—Construction permit for a new broadcast station to be operated on 1340 kc., 250 watts, unlimited time.

1400 Kilocycles

KEVR—Evergreen Broadcasting Corp., Seattle, Wash.—Special service authorization to operate under terms of B5-P-2023, on 1090 kc., 250 watts, unlimited time, using equipment specified under this construction permit.

NEW—Kennebec Broadcasting Co., Augusta, Maine.—Construction permit for a new broadcast station to be operated on 1400 kc., 250 watts, unlimited time, requesting facilities of WDRO.

WEOA—Evansville On The Air, Inc., Evansville, Ind.—Authority to determine operating power by direct method.

WORD—Spartanburg Advertising Co., Spartanburg, S. C.—Authority to determine operating power by direct method.

1430 Kilocycles

WBYN—WBYN Brooklyn, Inc., Brooklyn, N. Y.—Modification of license to change location from #1 Nevins Street, Brooklyn, New York, to 132 West 43rd Street, New York, New York.

1450 Kilocycles

KLBM—Harold M. Finlay, LaGrande, Ore.—Voluntary assignment of license from Harold M. Finlay to Ben E. Stone.

WMFJ—W. Wright Esch, Daytona Beach, Fla.—Authority to determine operating power by direct method. Amended: Re engineering data.

KMYC—Marysville-Yuba City Broadcasters, Inc., Marysville, Calif.—Modification of license to increase power from 100 to 250 watts.

WSLI—Standard Life Broadcasting Co., Jackson, Miss.—Authority to determine operating power by direct method.

1480 Kilocycles

NEW—Southern California Broadcasting Co., Pasadena, Calif.—Construction permit for a new broadcast station to be operated on 1430 kc., 1 KW, daytime. Amended: Re transmitter site to be determined.

1490 Kilocycles

WHBB—Selma Broadcasting Co., Inc., Selma, Ala.—Authority to determine operating power by direct method.

1600 Kilocycles

WCNW—Arthur Faske, Brooklyn, N. Y.—License to cover construction permit (B1-P-2233) for changes in equipment, installation of new antenna, and move of transmitter.

FM Applications

NEW—Worcester Telegram Publishing Co., Inc., Worcester, Mass.—Construction permit for a new high frequency broadcast station on 43100 kc., coverage 20,437 square miles; population, 6,606,882; studio located 18 Franklin St., Worcester, Mass., and transmitter at Paxton, Mass. (G. E. type GF 150-B, Max. 50 KW). Amended: To change frequency from 43100 to 46100 kc., coverage from 20,437 to 10,000 square miles, population from 6,606,882 to 2,703,202, change transmitter location from Paxton, Mass., to Shrewsbury St., Holden, Mass., make change in antenna system and change type of transmitter. (G. E. type GF 103D Amplifier with G. E. type 4GF 1A1 Exciter, Max. 3 KW.)

W67C—Columbia Broadcasting System, Inc., Chicago, Ill.—Modification of construction permit (B4-PH-57, which authorized new HFB Station) for extension of completion date from 9-14-41 to 3-14-42, only.

W51C—Zenith Radio Corporation, Chicago, Ill.—Modification of construction permit (B4-PH-16, which authorized new H.F.B. Station) to make changes in antenna system, only.

W67NY—Columbia Broadcasting System, Inc., New York, N. Y.—Modification of C.P. (B4-PH-55, which authorized new

H.F.B. Station) for extension of completion date from 9-28-41 to 3-28-42, only.

NEW—WBNX Broadcasting Co., Inc., New York, N. Y.—Construction permit for a new high frequency broadcast station to be operated on 47500 ke., coverage 8,730 square miles, population 11,328,743, transmitter located at 138 Pine St., Cliffside Park, N. J., and studio at 260 E. 161st St., New York, N. Y. (G.E. Type GF 110-B, Max. 10 KW). Amended: To change frequency from 47500 ke. to 48300 ke.

K51L—St. Louis University, St. Louis, Mo.—Modification of construction permit (B4-PH-37) for a new high frequency broadcast station, requesting change in type of transmitter and approval of antenna system.

NEW—WOKO, Inc., Albany, N. Y.—Construction permit for a new studio transmitter broadcast station to be operated on 337000 ke., 50 watts, special emission for frequency modulation. Amended: To change requested power from 50 to 25 watts.

Television Application

NEW—Earle C. Anthony, Inc., Los Angeles, Calif.—Construction permit for a new commercial television broadcast station (formerly W6XEA) to be operated on Channel No. 6—96000-102000 ke.; A5 and special emission for frequency modulation; ESR 3243; unlimited time; coverage 2215 square miles, population 2,645,521.

Miscellaneous Applications

WEOF—The National Life & Accident Insurance Co., Inc., Nashville, Tenn. (Mobile)—Construction permit to change type of transmitter, only.

WEOF—The National Life & Accident Insurance Co., Inc., Nashville, Tenn. (Mobile)—License to cover construction permit (B3-PRE-406) for change in type of transmitter, only.

KEIY—Oregonian Publishing Co., Portable-Mobile, Area of Portland, Ore.—License to cover construction permit (B5-PRE-398) for change in equipment and decrease in power.

KEIZ—Oregonian Publishing Co., Portable-Mobile, Area of Portland, Ore.—License to cover construction permit (B5-PRE-399) for changes in equipment and decrease in power.

WOAI—Southland Industries, Inc., San Antonio, Texas—Authority to install automatic frequency control equipment for auxiliary transmitter.

WEIN—The Journal Company (The Milwaukee Journal), Portable-Mobile, area Milwaukee, Wisc.—Construction permit to make changes in equipment and increase power from 25 to 50 watts.

FEDERAL TRADE COMMISSION ACTION

Any NAB member wishing to have the full text of any of the FTC releases, printed in part below, should write to the NAB, referring to the number in parentheses at the end of each item.

COMPLAINTS

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

James Bell Company, Inc., 36 Green St., Newark, N. J., engaged in the sale and distribution of aluminum ware, enamel ware, radios and other articles of merchandise, is charged in a complaint with using lottery methods in the sale and distribution of its products. (4566)

Houston's Mineral Well—W. A. Houston, trading as Houston's Mineral Well, New Market, Tenn., engaged in the sale of a so-called mineral water intended for use in the treatment of certain ailments of the human body, is charged, in a complaint with misrepresentation and false advertising. (4567)

Malone & Moles—E. B. Moles, trading as Malone & Moles, Sioux City, Iowa, engaged in the sale and distribution of a mechanical device for use on automobiles and trucks, designated as "Gas-Miser," is charged, in a complaint issued with misrepresentation. (4557)

National Association of Sanitary Milk Bottle Closure Manufacturers—A complaint has been issued charging the National Association of Sanitary Milk Bottle Closure Manufacturers, Philadelphia; five of its officers and executive committee members, and 10 manufacturers of closure milk bottle caps, with carrying out combinations and agreements for fixing and maintaining prices, and other practices in restraint of trade.

The other respondents in the case are: Stanley Dennis, chairman, and George J. Lincoln, Jr., manager of the trade association, both of Philadelphia; Daniel A. Mackin, Long Island City, N. Y.; Harvey M. Smith, Oneida, N. Y.; and Jarvis Williams, Jr., Chicago, members of its executive committee, and the following member manufacturers: Aluminum Seal Corporation, New Kensington, Pa.; American Seal-Kap Corporation, Long Island City, N. Y.; Cowdrey Products Co., Inc., Fitchburg, Mass.; Crown Cork & Seal Co., Inc., Baltimore; Mid-West Bottle Cap Co., Belvidere, Ill.; Sanitary Metal Cap Corporation, Syracuse, N. Y.; Sealright Co., Inc., Fulton, N. Y.; Smith-Lee Co., Inc., Oneida, N. Y.; Standard Cap and Seal Corporation, Chicago; and Universal Seal Cap Corporation, Brooklyn.

The complaint charges that the respondent association members, pursuant to their combinations and agreements, have filed with the respondent association their price lists for closure milk bottle caps; agreed that they would not deviate from the filed prices until new and different prices were so filed; permitted the respondent association to disseminate prices so filed to all other members of the association; fixed and maintained uniform discounts and other conditions for the sale of their closure caps; and fixed and maintained, with dairies, uniform contract terms which provided for the sale of the dairies' actual yearly requirements of closure milk bottle caps at prices dependent on the quantity contracted for. (4565)

National Rivet & Mfg. Company—Five manufacturers of tubular and bifurcated rivets are charged, in complaints, with violation of the "tying clause" section of the Clayton Antitrust Act.

The respondent companies, who also lease and license, and in a number of instances manufacture, rivet-setting machines, are: Edwin B. Stimpson Co., Brooklyn; National Rivet & Manufacturing Co., Waupun, Wis.; Chicago Rivet and Machine Co., Cicero, Ill.; Penn Rivet Corporation, Philadelphia; and Shelton Tack Co., trading as Shelton Tubular Rivet Co., Shelton, Conn.

The complaints allege that the respondents leased, licensed and sold their rivet-setting machines, or fixed a price charged therefor or discount from, or rebate upon such price, on the condition, agreement, or understanding that the lessees, licensees or vendees thereof would not use the respondents' machines for setting any other tubular or bifurcated rivets than those manufactured by the respondents or sold under their authority. (4560-61-62-63-64)

Parfums Ronni, Inc., 18 West 20th St., New York City, engaged in selling and distributing a cosmetic preparation variously designated as "Ronni Mascara," "Ronni Cream Mascara," "Mascara by Ronni" and "Mascara," is charged, in a complaint, with misrepresentation. (4569)

CEASE AND DESIST ORDERS

During the past week the Commission has issued the following cease and desist orders:

Ajax Tire & Rubber Corporation, 601 West 26th St., New York City, engaged in the sale and distribution of automobile tires and tubes, has been ordered to cease and desist from misrepresentation in the sale of its products. (3943)

Alvi Company—Casimiro Muojo, trading as Alvi Co. and as Alvi, Inc., 158 Grand St., New York City, has been ordered to cease and desist from certain misrepresentations and false advertisements in the sale and distribution of a hair dye cosmetic designated as "Vitale Instantaneous Hair Dye," "Vitale Rapid Hair Coloring," "Vitale Rapid," "Vitale Hair Coloring," "Vitale Hair Dye," and as "Vitale." (4484)

Gates Medicine Co., Inc., Charleston, W. Va., has been ordered to cease and desist from false and misleading advertising in the sale of drugs represented as cures for the liquor habit. (4301)

Illinois Nut Products Co., Chicago candy manufacturer, has been ordered to cease using lottery methods in the sale of its products. (3807)

Jacks Chemical Company—Lambert Agin, trading as Jacks Chemical Company and as Jacque Chemical Company, Pleasant Ridge Station, Cincinnati, has been ordered to cease and desist from misrepresentation in the sale of a medicinal preparation called "Jacks" and "Jacque." (4247)

Kemico—F. W. Johnson, trading as Kemico, Park Ridge, Ill., has been ordered to cease and desist from making misleading representations in the sale of 14 formulas for medicinal and cosmetic preparations. (4505)

G. Krueger Brewing Co., Newark, N. J., has been ordered to cease and desist from misrepresentation in the sale of beer. (4434)

Rockford Furniture Factories, Inc., Newark, N. J., seller at retail and distributor of furniture, has been ordered to cease and desist from using the word "Rockford," or any simulation of it, in the firm's corporate name or in any way to refer to its business or display rooms, when the furniture sold is not in substantial proportion manufactured in Rockford, Ill., known as a furniture center. (4503)

Uco Food Corporation—An order has been issued directing Uco Food Corporation, Newark, N. J., food wholesaler, to cease and desist from violation of the brokerage section of the Robinson-Patman Act. (4277)

STIPULATIONS

Commission has made public the following stipulations:

Associate British Manufacturers—Miles Llewellyn Finch, Miles L. Finch, Jr., Guy Giordanelli and Cora S. Sontag, trading as Associate British Manufacturers, 200 Fifth Ave., New York City, engaged in the sale and distribution of textile fabrics, have entered into a stipulation with the Federal Trade Commission in which they agree to discontinue representing, through the use of any word, terms, symbols or depictions indicative of British or other foreign origin, or in any other manner, that products which are manufactured in the United States of America are made in or imported from the British Isles or any other foreign country, provided, however, that the country of origin of the various constituent fibers thereof may be stated when immediately accompanied in equal conspicuous type with an explanation that such products are manufactured in the United States. (3187)

Barton Chemical Company—Vincent B. Bartos and Clara J. Bartos, trading as Barton Chemical Company, 3907-11 South Langley Ave., Chicago, engaged in the sale and distribution of chemical preparations, such as bleaches, cleaners, whiteners, and insecticides have stipulated that they will cease and desist from representing to customers or prospective customers through the use of advertisements, printed matter, or otherwise, that the

goods or merchandise offered as a premium for the return of coupons issued by them have a retail price or value greater than the price at which such products are currently sold in the usual course of business, or representing that the product given for the return of such coupons is of a certain quality or composition, when in fact the product is not of the quality and composition represented. (3186)

Paul F. Beich Co., Bloomington, Ill., candy manufacturer and distributor of enlarged tinted photographs for use as so-called premium merchandise, has entered into a stipulation in which it agrees to cease employing the words "Painted," "Hand Painted," "Portrait," "Oil Portrait" or other words of similar meaning, alone or in conjunction with other expressions, to describe or refer to colored or tinted photographs or photographic enlargements or other pictures produced from a photographic base or impression. (3197)

Cassell Products, Inc., also trading as Jaland Parfums, 131 West 33rd St., New York, entered into a stipulation to cease use of the word "Swiss" on tags, labels, invoices or other advertising matter as descriptive of bath oil not produced in Switzerland. The stipulation recites that the respondent designated as "Cassell Swiss Pine Needle Bath Oil Concentrated" a product which neither was imported from Switzerland nor contained oil of pine needles which were grown in Switzerland. (3196)

Certain-Gro Hair Preparations—Louise G. Ramsey, trading as Certain-Gro Hair Preparations, Gary, Ind., has stipulated to cease and desist from representing that "Certain-Gro Hair Preparation" is a remedy or cure for baldness, falling hair, dandruff and itching scalp, or that it will thicken or improve the health or color of hair, prevent early baldness or revitalize lifeless hair; that "Certain-Gro 'Liquid' Hot Oil Treatment" will recondition, stimulate and promote the growth of hair, and further agrees to cease representing, through use of the term "Certain-Gro" or similar terms, that such preparations will grow hair. (02859)

Elene of Vienna, Inc., and Ella M. Schnuck, 522 Fifth Ave., New York City, engaged in selling a cosmetic designated "Der-vita," has stipulated that they will discontinue representing that Dervita corrects sagging facial contours or removes other evidence of age, clears away lines of fatigue, restores youthful color or facial contours, keeps the skin youthful looking or free from blemishes, drives out all dirt in the pores, or contains healing herbs. (02858)

Elmo Sales Corporation, Philadelphia, in connection with the sale of its products "Elmo Special Formula Cream," stipulated to cease the use in advertising matter of representations which tend to convey the impression that use of the product will retard or otherwise influence or prevent changes giving rise to wrinkles, crowsfeet or lines characteristic of advancing age, or that it would do more than temporarily soften or mask and thereby lessen the prominence of such lines or age signals or temporarily correct dryness and redness of the skin. (3194)

Fanny Farmer Candy Shops, Inc., Rochester, N. Y., stipulated that in connection with the sale of its factory made candies it will cease using in advertising matter or on containers of its products the words "Home Made" or other words of similar implication as descriptive of such products, and will cease employing the words "Home Made" in any way implying that the products are home made or cooked in the home. According to the stipulation, the respondent corporation advertised factory made candies as "Old Time—Home Made Fanny Farmer Candies." (3195)

Food Balance Corporation, 519 North Central Ave., Chicago, has stipulated to cease certain representations in connection with the sale of unf fermented berry juices sold under the name "Hercules." (02857)

C. J. Gordon Co., 309 West Adams St., Chicago, has entered into a stipulation to cease certain representations in the sale of fur products. (3200)

Hammond Paint & Chemical Co., Beacon, N. Y., engaged in selling an insecticide and fungicide spray for roses designated "Kix," formerly known as "Triad," has stipulated that it will cease and desist from representing that its product will kill or control all forms of insect life or all types of beetles or all types of sucking or chewing insects, and that its product contains insecticides that are new. (02853)

Olbas Company—R. Keller, trading as Olbas Co., 500 Fifth Ave., New York, has entered into a stipulation to cease representing that his medicinal preparation "Olbas Herb Oil" will ease the spasms of coughing, asthma, or irritation of the respiratory channels, and will relieve flatulence or digestive disturbances; that the essential oil from which Olbas is distilled is scarcely known in the Western world; and that every detail of Olbas's varied application is supported by clinical evidence from European physicians. (02855)

Parker Industries—A Chicago dealer and a Chicago manufacturer have agreed in stipulations to cease certain representations in the sale of flashlights described as having self-generating mechanisms producing their own lighting power and eliminating the necessity of battery or cord.

Respondents in these cases are Milton M. Tigerman, trading as Parker Industries, 100 West North Ave., who sells a type of flashlight called "Magic-Lite," "Parker-Lite," and "Flashmaster," and Match King, Inc., trading as Monarck Manufacturing Co., 711 West Lake St., manufacturer of a type of flashlight designated "The Flashmaster."

Each respondent agrees to cease using representations which tend to convey the impression that its product is of such unlimited span of usefulness that it will assure light forever or provide service for a lifetime, without necessity of replacing parts and at no cost beyond the first cost. (3198-3199)

Perspir-ator Manufacturing Company—Irene G. Fenton, trading as Perspir-ator Manufacturing Company, Toledo, Ohio, engaged in selling a Turkish bath cabinet designated "Perspir-ator," has stipulated that she will cease and desist from representing that use of the device will rejuvenate the entire system; that it is a cure or remedy in the treatment of excess weight; that it will keep the pores open or induce proper elimination of body poisons; that it will afford relief to the nervous manifestations of a woman during menopause; that it will cure, break up or is beneficial in the treatment of colds; that it will help to replace fallow, sluggish skin with a healthy youthful glow, or help to eliminate blackheads or the cause of acne and other skin blemishes; that it is a cure or remedy for symptoms of over-indulgence; or that the device is a cure or remedy in the treatment of rheumatism, lumbago, arthritis and muscular aches and pains. (02852)

A. Rhodes Company, Inc., Lowell, Mass., manufacturer of a hair dye designated "Rejuvena" and "Reju-Vena," has stipulated that in connection with the sale and distribution of its product it will discontinue the use of any representations implying to purchasers that the product has healing properties. (3192)

Chester H. Roth Co., Inc., 389 Fifth Avenue, New York City, and Century Hosiery Corporation, Burlington, N. C., engaged in the sale and distribution of men's hosiery, have stipulated in connection with the sale and distribution of their products to

cease and desist from the use of the words "Linen" or "Irish Linen" as descriptive of the fiber content of hosiery not composed of linen. (3188)

Shannock Narrow Fabric Company, Pawtucket, R. I., a corporation engaged in the manufacture of narrow fabrics or ribbon, has entered into a stipulation in which it agrees in connection with the sale and distribution of its products to cease and desist from the use of the marking "50 Yards" on bolts or containers thereof when, in fact, less than fifty yards of material are contained therein, or otherwise mis-marking or misbranding such products with respect to the yardage thereof or in any other way, with a tendency and capacity or effect of misleading or deceiving purchasers or the consuming public. (3189)

Snare Brothers Ointment Company—Henry I. Snare, trading as Snare Brothers Ointment Company, and George J. Mergenthal and George O. Dennis, trading as Snare's Re-Lef Sales Company, all of Chillicothe, Mo., have stipulated to cease certain representations in the sale of "Snare's Re-Lef," a medicinal preparation. (3193)

Spiegel, Inc., 1061 West 35th St., Chicago, engaged in selling coal tar hair dyes designated "Lakro" and "Instant Clairol," has stipulated that it will discontinue disseminating any advertisements which fail conspicuously to reveal therein the following: "Caution: This product contains ingredients which may cause skin irritation on certain individuals and a preliminary test according to accompanying directions should first be made. This product must not be used for dyeing the eyelashes or eyebrows; to do so may cause blindness." Provided, however, that such advertisement need contain only the statement:

"Caution: Use only as directed on label," if and when such label bears the first described caution conspicuously displayed thereon, and the accompanying labeling bears adequate directions for such preliminary testing before each application. (02854)

Standard Ribbon Corporation, a New York corporation, with a place of business in Stroudsburg, Pa., engaged in the manufacture of various types of ribbons, including seam binding, has stipulated in connection with the sale of its products to cease and desist from the use of the marking "100 Yards" on bolts or containers thereof when, in fact, less than 100 yards of material are contained therein, or otherwise mis-marking or misbranding such products with respect to the yardage thereof or in any other way, with the tendency and capacity or effect of misleading or deceiving purchasers or the consuming public. (3190)

Sunshine Broadcasting Co., San Antonio, Texas, engaged in interstate commerce in communication by radio and dissemination of such communications, including commercial and other programs, by and through its broadcasting station designated by the call letters "KTSA," has entered into a stipulation in which it agrees that in selling the facilities and services of its station, it will cease and desist from using the slogan or words "KTSA San Antonio, Texas, 5,000 Watts, Doing a 50,000 Watt Job." According to the stipulation, Station KTSA operates on 5,000 watts in the daytime and on 1,000 watts at night. (3191)

Zendel Laboratories—A. M. Zendel, trading as Zendel Laboratories, 924 Kelly St., Bronx, New York City, entered into a stipulation in which he agrees to cease certain representations in the sale of his products designated generally as "Natural Cosmetics." (02856)