

## NAB Board Meets

The Board of Directors held a two-day session in Washington on Thursday and Friday, January 8 and 9. A thorough discussion of industry problems was had, the principal topic being the relation of the industry and NAB to the war effort.

At the luncheon on Thursday noon, Byron Price, Director of Censorship spoke informally and off the record to the Board. J. Harold Ryan, the Assistant Director of Censorship, whose immediate task it will be guard against possible use of radio in a manner that will not contribute to the successful prosecution of the war, was present. Mr. Ryan is a member of the Board from the Seventh NAB District (Kentucky and Ohio). He was presented by the Board with a complete outline of the statements which they felt should be incorporated in a guide for broadcasters in the handling of war news and other types of programs.

Ellsworth Alvord, NAB tax consultant gave an interesting outline of the possible trend of the laws relating to taxation as they affect radio. Mr. Alvord has been retained to represent NAB in tax matters.

The Board elected a committee consisting of John Fetzer (District 8), O. L. Taylor (District 13), and Howard Lane (District 15) to confer with Chairman Fly of the FCC with regard to his expressed wishes that some agency be created to act as liaison between the government departments having to do with the war and the broadcasting industry. This committee conferred with Mr. Fly and reported back on Saturday.

Mr. A. J. Fletcher, WRAL, Raleigh, North Carolina, a member of the NAB National Defense Committee in charge of the drive to train technicians as replacements for present personnel subject to draft and in the reserve, reported on that activity. He stated that they had been successful in securing cooperation from a large number of colleges and schools in the matter of giving short term course for the training of technicians.

The matter of a war labor policy was discussed and a strikeless plan, submitted by the Labor Committee, was discussed. It was the sense of the Board that those who desire to make use of such a plan should be at liberty to do so.

There was general discussion regarding amendment of the By-Laws to qualify national networks for active membership in NAB. The Board approved the submission to the membership at the next annual convention the amendment to the By-Laws providing for network membership, and postponed for consideration at the next Board meeting the matter of network representation on the Executive Committee. These By-Law proposals will be published in a subsequent issue of the NAB REPORTS.

Other items discussed were the music situation, the 1942 convention program, NAB Code, daylight saving bills and other legislative matters, the NAB 1942 budget, public relations plans, and past and future District meeting.

Two vacancies upon the Board were filled. To replace William H. West, formerly of WTMV, East St. Louis, Illinois, who was Ninth District Director, but whose position was vacated by reason of his disposing of his interest in the station, the Board elected Edgar L. Bill, WMBD, Peoria, Illinois. To replace C. W. Myers,

KALE, Portland, Oregon, a Director-at-Large for medium stations, who resigned due to pressure of other matters, the Board elected George W. Norton, Jr., of WAVE, Louisville, Kentucky.

The Board elected to membership the following stations:

WAIR, Winston-Salem, North Carolina; WBBB, Burlington, North Carolina; WBEZ, Chicago, Illinois; WBRK, Pittsfield, Massachusetts; WCOV, Montgomery, Alabama; WEIM, Fitchburg, Massachusetts; WFIG, Sumter, South Carolina; WFOR, Hattiesburg, Mississippi; WGAA, Cedartown, Georgia; WGGA, Gainesville, Georgia; WHEB, Portsmouth, New Hampshire; WHMA, Anniston, Alabama; WIAC, San Juan, Puerto Rico; WOCB, West Yarmouth, Cape Cod, Massachusetts; WSRR, Stamford, Connecticut; KEVE, Everett, Washington; KEVR, Seattle, Washington; KFRE, Fresno, California; KLO, Ogden, Utah; KPRO, Riverside, California; KRKO, Everett, Washington; KROS, Clinton, Iowa; and KTEM, Temple, Texas.

## DAYLIGHT SAVING

The NAB's long fight for universal daylight saving (or none) came nearly to successful conclusion Thursday when Congress approved and sent to the President a bill to provide universal daylight saving of one hour for the war period. The bill would become effective 20 days after the President signs it.

## OFFICE OF FACTS AND FIGURES

Designation of the Radio Division of the Office of Facts and Figures, under William B. Lewis as coordinator, as the central clearing agency for governmental broadcasting, was announced today by Archibald MacLeish, director of the Office of Facts and Figures.

The action was taken by direction of President Roosevelt in a letter from Stephen Early, Secretary to the President, to Mr. MacLeish, under whose supervision the letter directed that the work be done.

According to the White House letter, Mr. MacLeish, through Coordinator Lewis, was instructed "to give guidance to Government departments and agencies and to the radio industry as a whole concerning inquiries originating within the Government and received by the Government from the broadcasting companies and stations and to handle certain Government programs on the networks within the United States."

The White House letter continued: "It is requested that you advise all departments, and agencies of the Government, especially those in the offices of the Director of Censorship, the Federal Communications Commission and the Coordinator of Information, as well as the national networks and the National Defense Committee of the National Association of Broadcasters, that this assignment has been given to the Radio Division, OFF.

"It is not intended that the functions of the Radio Division, OFF, shall in any way conflict with the short wave or foreign broadcasting work now being carried on by the Office of the Coordinator of Information or by the Office of Mr. Nelson Rockefeller. It is recognized, however, that certain programs arranged by the Radio Division, OFF, may, from time to time, be broadcast to the world at large and it is suggested that the Radio Division, OFF, on all such occasions, consult with and arrange

*(Continued on page 20)*

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

## OFFICE OF FACTS AND FIGURES

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broadcasts of this nature in cooperation with the officials of Mr. Rockefeller's office and those in Colonel Donovan's office in order to avoid conflict and possible overlapping of radio programs."

Mr. Lewis, recently resigned his position as Vice-President of the Columbia Broadcasting System, in charge of Programs, to become Assistant Director of the Office of Facts and Figures, in charge of its Bureau of Operations, which includes the Radio Division. Assisting him in the Radio Division is Douglas Meservey, formerly Assistant to the Vice-President in charge of programs of the National Broadcasting Company.

The Bureau of Operations is one of the several Bureaus into which the Office of Facts and Figures is divided. The Bureau of Intelligence is headed by R. Keith Kane, formerly of the Department of Justice; the Bureau of Production is headed by Martin Sommers, formerly an Associate Editor of the *Saturday Evening Post*; and the Bureau of Media Liaison is directed by Ulric Bell, formerly a Washington representative of the *Louisville Courier Journal*, and, more recently, the Executive Chairman of the Fight for Freedom.

The staff of the Office of Facts and Figures, includes a number of distinguished writers, journalists, and professional men who have accepted calls to the government service in the emergency period.

The Associate Director is Allen Grover, formerly Vice President of Time, Inc. The Deputy Directors whose work brings them into direct contact with the various departments and agencies of the government, include among others Morris Hadley, a well-known New York lawyer, formerly a law partner of Under Secretary Patterson of the War Department and a member of the Corporation of Yale University; Christian Herter, Speaker of the House of Representatives of Massachusetts and overseer of Harvard University; Professor Abraham Feller of the Yale University Law School; and Captain Robert E. Kintner, former Washington columnist.

Among the writers now serving on the staff of the Office of Facts and Figures are Henry Pringle, Pulitzer Prize biographer of William Howard Taft; Malcolm Cowley, liberal journalist and author and for many years an editor of the *New Republic*; Milton MacKaye, frequent contributor to the leading magazines; and Charles Poore, for many years a literary editor of the *New York Times*.

## ASCAP CONTRACTS

The following correspondence between NAB and ASCAP as to the ASCAP contracts is self-explanatory.

On December 18, 1941, Neville Miller wrote the following letter to John G. Paine, General Manager of ASCAP:

On my recent swing around the country attending District Meetings I found that many stations desire additional information concerning the ASCAP contract. I assured them that I would try to give them as definite information as possible and therefore have prepared a memorandum covering the points discussed which I wish to send out as a special bulletin as soon as possible. I shall appreciate it if you will read it and write me your comments so I

may receive them by Wednesday morning, December 24, which is the deadline for our next NAB REPORTS.

You will notice that there is one point on which I could not settle the broadcasters' problem, that is, on the question of a clearance at the source license for electrical transcriptions. Is such an agreement now available?

Neville Miller received the following letter, which was dated December 23, 1941, from John G. Paine, General Manager of ASCAP:

"I have your letter of December 18, 1941 and the memorandum which you have prepared.

"Undoubtedly what you are seeking to say is the same as what we have in mind but you haven't said it our way, and as long as we are to be bound by it, and I rather think that we should be, we would like to rewrite the memorandum and express it in our own words, and then send it on to you for such use as you may desire to make of it.

"We think this is going to be very helpful, and we thank you for your willingness to cooperate."

Since NAB's receipt of Mr. Paine's letter, several requests have been made of ASCAP for the memorandum, but NAB has been unable to secure it. Therefore, rather than delay longer, we are publishing the original memorandum as sent to ASCAP. We shall publish in a future issue of the REPORTS any comments on this memorandum received from ASCAP.

Meanwhile, stations will doubtless want to cover expressly the points raised in any agreements they negotiate with ASCAP.

The memorandum follows:

For the benefit of broadcasters who have signed or who intend to sign ASCAP contracts, we give herewith a resume of those items of the contract which may need specific attention and also certain matters not in the contracts submitted to broadcasters by ASCAP which should be taken up and settled with ASCAP before any contract is signed:

1. Broadcasters signing an ASCAP blanket license, either sustaining or commercial, will have tendered to them simultaneously letters which are designated "Local Blanket Commercial Letter" and "Local Blanket Sustaining Letter." These letters appear on page 25 and page 33 respectively of the NAB Special Bulletin dated September 30, 1941. Paragraph IV of the Local Blanket Commercial Letter and Paragraph III of the Local Blanket Sustaining Letter should be stricken out before signature of the applicable blanket contract. Those paragraphs were intended to be included only in contracts signed by network owned and operated stations, and their inclusion in the letters which were transmitted to other stations was erroneous.

2. Both blanket and sustaining license agreements contain provisions which amount to covenants not to sue as a result of claims prior to a date which is left blank. This provision is Paragraph 14 of the Local Station Program Commercial License, Document 4 in NAB Special Bulletin of September 30, 1941; Paragraph 15 of the Local Station Blanket Commercial License, Document 5; Paragraph 14 of the Local Station Program Sustaining License, Document 6; and, Paragraph 15 of the Local Station Blanket Sustaining License, Document 7. Unless the station is willing to allow unresolved claims to remain open against it, the same date should be filled out in the appropriate release clause of any contract it signs as is filled in at the end of the contract as the effective date of the contract. If there is any valid claim against your station, you should consider whether you do not want to adjust this claim and dispose of it finally and get the release before you sign your new contract.

Authorized representatives of ASCAP have informed us that they will not permit the releases to run up to the date of the signing of the agreement by the station unless the station signs within a reasonable time. (See NAB REPORTS of December 5, p. 882,—"Effective Date of ASCAP Release") The reason for this is clear. A station, for example, which played ASCAP music during 1942 without a license and then signed a contract would not be entitled to get a release which would give the station, in effect, a free license for the year 1942. Stations which contemplate delaying the signature of ASCAP contracts for a substantial period but which nevertheless intend ultimately to sign an ASCAP contract will, of course, be just as careful as stations which do not intend to sign an ASCAP contract at all, to avoid any infringements whatsoever.

Equally important is that every station should obtain the covenant not to sue set forth as Document 11C of the NAB Special

Bulletin of September 30, 1941, at page 35. This is the document which releases the stations from claims under former contracts. If the station does not get this agreement executed by the Society simultaneously with the execution of the contract the Society will be able, if it desires, to bring claims based on accounting practices, free hours, etc., under expired agreements between the station and the Society. For your convenience this document, reworded to apply to stations instead of networks, should read as follows:

In consideration of the execution and delivery simultaneously herewith of certain agreements between (insert name of station) (herein called Station) and American Society of Composers, Authors and Publishers (herein called Society) and in consideration of the mutual covenants not to sue hereby executed by each of the parties hereto in favor of the other, Society hereby covenants that it will not sue, arrest or attach Station, its successors or assigns, for or on account of any claim, demand or cause of action arising prior to the date of these presents out of any "performing rights license" agreements heretofore in effect between Station and Society (except paragraph . . . of such of the prior license agreements covering Station as expired December 31, 1941). (The paragraph number to be filled out here should be the number of the paragraph of your last contract with ASCAP under which ASCAP agrees to indemnify you with respect to claims.) Nothing herein contained shall release, discharge, prejudice or otherwise affect any other claim, demand or cause of action which either of the parties hereto may have against the other or their respective members, stockholders, directors or officers, particularly but not limited to any claims, demands, causes of action, rights or remedies for the violation of any Federal or State anti-trust laws. This covenant not to sue shall not affect the obligations, rights and remedies of the respective parties hereto under said agreements executed simultaneously herewith.

IN WITNESS WHEREOF, the undersigned have caused their respective seals to be hereunto affixed and these presents to be signed by their duly authorized officers on the . . . . . day of . . . . ., 1941.

(Station)

By . . . . .  
AMERICAN SOCIETY OF COMPOSERS, AUTHORS  
AND PUBLISHERS.

By . . . . .

Document 11A and Document 11B appearing on pages 34 and 35 respectively of the NAB Special Bulletin dated September 30, 1941, constitute an exchange of covenants not to sue on anti-trust claims. If you are willing to release ASCAP from past anti-trust claims against you and want ASCAP to release you with respect to any anti-trust claims which they may have or think they may have against your station, Documents 11A and 11B should be executed and exchanged. In the case of Document 11A, the signatures should be not only those of the Society but of its officers, directors and the publisher members on its Board. The publisher members are as follows:

SHAPIRO, BERNSTEIN & CO., INC., SKIDMORE MUSIC CO, INC., IRVING BERLIN, INC., ABC MUSIC CORPORATION, BREGMAN, VOCCO & CONN, INC., CHAPPELL & CO., INC., CRAWFORD MUSIC CORPORATION, T. B. HARMS COMPANY, MARLO MUSIC CORP., GERSHWIN MUSIC CORP., CARL FISCHER, INC., GALAXY MUSIC CORP., MILLS MUSIC, INC., AMERICAN ACADEMY OF MUSIC, INC., FAMOUS MUSIC CORPORATION, PARAMOUNT MUSIC CORP., WORDS & MUSIC, INC., ROBBINS MUSIC CORPORATION, LEO FEIST, INC., MILLER MUSIC, INC., G. SCHIRMER, INC., BOSTON MUSIC COMPANY, WILLIS MUSIC COMPANY, M. WITMARK & SONS, REMICK MUSIC CORP., HARMS, INC., VICTORIA PUBLISHING CO., NEW WORLD MUSIC CORP., AND SHUBERT MUSIC PUB. CORP.

Document 11B, of course, will be signed merely by the station. BMI and NAB have already executed Document 11B, and have received in exchange Document 11A from ASCAP.

When you send in a contract to ASCAP for execution you should include these documents with your signed contract and should write a covering letter stating that the delivery by you to ASCAP of the enclosed contract or contracts is conditional upon the prompt return to you of all documents transmitted

(identifying them in the letter) executed properly on behalf of ASCAP and in the case of Document 11A by its officers, directors and the publishers represented on its Board.

3. In considering whether it is to your economical benefit to take out the per program commercial contract or the blanket commercial contract there are a number of points which you should consider:

A. Under the blanket contract the reasonable value of any consideration which you receive for time or announcements on the air other than cash is included in the income upon which you have to base your payments to ASCAP. This includes, for instance, studio space in hotels given in exchange for announcements. If you decide to take the blanket deal it might be wise for you to have an understanding in advance as to the amount which will be deemed the reasonable value of the consideration you receive under trade deals.

B. Authorized representatives of ASCAP have stated at District meetings that if an ASCAP jingle is used on a transcription and this jingle is the only music that is used, the program is compensable at the 2% incidental rate rather than at the 8% major use of music rate under the per program commercial contract.

C. If you have a musical clock or other participating program which broadcasts some music, some news, etc., and the program is listed, announced and billed as one program, the station is obligated to pay ASCAP on the entire program. If, however, this program is broken down into a number of separate programs, for instance, with the news period segregated from the portion of the program which uses ASCAP music and the portion of the program which uses BMI, PD and other music, so that there will be a number of separate programs instead of one program, a substantial saving may result to the station and this should be considered by all stations. We understand from the statement of authorized ASCAP representatives at District meetings that even if the newspaper lists the musical clock or other participating program under one name, if it is in fact segregated and station break announcements made between the segments of the program that this will be an adequate division by ASCAP into separate programs.

D. With respect to "package deals" the following statement has been made by authorized representatives of ASCAP at District meetings. The station need pay only on that portion of the charge made to the sponsor which constitutes the legitimate charge for time on the air. In order to take advantage of this, however, the billing to the sponsor must clearly indicate what portion of the charge is for time on the air and what portion of the charge is for lines, special talent, and charges paid for permission to broadcast sports events, etc., and the items must be separately listed in the books of the Company earmarked as revenue from sale of time on the one hand and revenue from talent, etc., on the other. It is understood that arbitrary charges not incurred by the station cannot be set up for the mere purpose of reducing card rate. In other words, if the station normally furnishes studios and announcers, an arbitrary division of the card rate,  $\frac{1}{3}$  for time on the air,  $\frac{1}{3}$  for announcers and  $\frac{1}{3}$  for studio rental, would not be recognized. On the other hand, if the charges are legitimate, payment to ASCAP need not be made on them even though this reduces the amount on which payment to ASCAP is based. If below the regular card rate, the station will not be required to pay on the charges so separately paid and billed. It would appear, however, that the amount paid for the entire program could not be less, despite this, than the amount which would have been paid had the program been sustaining. In other words if a station broadcasts a football game at a loss in order to bring a special type of entertainment to its listeners, it would still have to pay the same charge as it would for the use of ASCAP music on a sustaining basis.

4. No contract for regional networks has as yet been made available to the NAB although such contracts are in process of negotiation. Stations should, therefore, consider whether a regional network contract is of such importance to their operations that they are unwilling to sign local contracts before the final form of the regional network contract is available to them.

5. In a letter from William J. Scripps to all broadcasting stations dated October 17, 1941, Mr. Scripps said with respect to musical logs under per program licenses:

"(a) The FCC log will not be required.

"(b) A station with a per program commercial license and without a sustaining license or with a blanket sustaining license will furnish ASCAP only with musical program logs for its commercial programs. Likewise, if a station with a

per program sustaining license and without a commercial license or with a blanket commercial license will furnish ASCAP only with musical program logs for its sustaining programs. If a station took a per program commercial contract and no sustaining contract the playing of an ASCAP number on a sustaining program may be considered an infringement.

"As to the reporting of library transcriptions, manufacturers thereof or broadcasters are to furnish ASCAP a complete detailed list of numbers thereon recorded, showing the serial number of the transcription, and a complete list of numbers recorded including the title, composer, author, and copyright owner of each number, and as to such transcriptions so listed by the manufacturer or broadcaster to ASCAP the stations may report simply the serial number of the record, name of the manufacturer and number of the cut which was played. As to any transcriptions not so listed by the manufacturer or the broadcaster to ASCAP, the station is obligated to furnish full details of titles, names of composers, authors, etc.

"As to ordinary commercial phonograph records, if ASCAP lists them to stations on their customary service reports, it will be in such case sufficient for the station to report only manufacturer's name or brand, serial number and side of record played. If, however, ASCAP has not listed the record on its usual service reports, the station is required to list the full details shown on the label."

Mr. Paine in a letter to all broadcasting stations dated October 31, 1941, said:

"You have undoubtedly received a communication from the Independent Broadcasters, Inc., amending paragraph 5 of the per program commercial contract. This contract is being offered to you with such amendment, and upon execution of such agreement an amending communication in accordance with our letter to Mr. William Scripps of Independent Broadcasters, Inc., dated October 17th, 1941, will be furnished you."

You should, therefore, ask for and receive an amended communication which incorporates the provisions of Mr. Scripps' letter and attach the same to your contract before you execute it, or in the alternative state in your covering letter to ASCAP that the contract is being transmitted upon the understanding that you will have the benefit of the quoted portion of Mr. Scripps' letter. Stations which take out a per program license may well desire to receive from ASCAP in advance the forms which they will be expected to fill out, in order that any questions which they may have as to their practicability may be resolved before the final execution of contracts. In this connection it may be pointed out that stations are entitled to receive Document 10 on page 34 of the NAB Special Bulletin of September 30, 1941, on signing their agreements in those cases where they desire to keep their records on a cash basis.

6. Document 9 in the NAB Special Bulletin of September 30, 1941, is an agreement between ASCAP and the NAB with respect to clearance at the source of commercial electrical transcriptions running to the benefit of broadcasting stations. Authorized representatives of ASCAP have confirmed that this letter means that a station with blanket or per program license has its choice of whether the program is to be included in the station's accounting to ASCAP under the license between the station and ASCAP or whether the transcription is cleared at the source and, therefore, excluded from the station's own agreement. Such authorized representatives of ASCAP have confirmed that, of course, stations which have no contract with ASCAP are entitled to have electrical transcriptions cleared at the source on the outlined basis if they so desire. However, no contract for the clearance of electrical transcriptions at the source has ever been put into final form and made available to the NAB. Stations which deem a contract for the clearance of electrical transcriptions so essential to them that they desire to have the contract submitted to them in final form before they sign agreements with ASCAP should bear this point in mind. This would be a contract between the transcription company and ASCAP and would not be subject to execution by the station, but would merely be submitted to the station for its scrutiny in order that the station could determine if its operation under the contract was in all respects practicable.

7. Any station which signed a contract with ASCAP previous to the time the new contracts were offered stations and which wants the benefits of the new contracts, is entitled to a new contract on demand. Such stations should, therefore, obtain new contracts and forward them to ASCAP with the request that the

new contracts be substituted for the old contracts and that the old contracts be cancelled as of the date of substitution.

## FOOTBALL MUSIC

A number of broadcasters have told us that the Thornton W. Allen Company has returned to them the license payment which they made for football music under the Consent Decree, requesting that the money be forwarded directly to ASCAP. The Thornton W. Allen Company very properly and honestly point out that they disagree with the Society's interpretation of the point. We are of their opinion. The Consent Decree does not countenance payment directly to ASCAP but requires merely that the members of ASCAP should make payment of the sums they receive to the organization of which they are members. Under these circumstances, it is felt that a preservation of the exact terms of the Decree will be best served if stations return the checks to Thornton W. Allen Company stating that they are willing to make payment in accordance with the Decree but not contrary to its terms.

## Network Rules Argued

### MONDAY

Major radio networks will be gravely injured unless recent regulations of the FCC, seeking to limit contractual relations between the chains and their affiliated stations, are voided, attorneys for NBC and CBS told a Statutory Federal Court consisting of Judges Learned Hand, John Bright and Henry W. Goddard on Monday.

The two networks are asking for a temporary injunction restraining the enforcement of the regulations until their suits to void the new rules are adjudicated finally. The regulations were promulgated last May 2 and amended Nov. 12. By stipulation between the commission and the two chains they have been suspended pending a judicial decision on the application for a temporary injunction.

Opposing the temporary injunction, Telford Taylor, general counsel for the FCC, argued yesterday that the regulations were necessary to preserve and promote competition between stations and to insure the fullest use of radio facilities for the service of the public.

Although a number of regulations are involved, the controversy before the court centers on four dealing with affiliation contracts between stations and networks, and with time options given to networks by stations. At present affiliation contracts generally provide that a station shall not carry any program offered by a competing network and that the network shall not offer any program to a competing station. The prevalent option practice gives the network first call on the station's broadcast time and requires the station, upon twenty-eight days notice, to shift or cancel a non-network program to carry a network program.

The regulations under attack ban these practices by providing that no license shall be granted a station having an exclusive affiliation contract or to a station having option arrangements with a broadcaster that prevent or hinder the station from scheduling programs or requires it to shift or cancel any program on less than fifty-six days' notice to make room for a network broadcast.

Arguing for NBC, John T. Cahill charged that the commission was usurping functions of the Department of Justice and the courts in attempting to decide what is a monopoly. The commission, he said, regards itself as "an efficiency expert" in business and is trying to dictate the business policies of broadcasting executives. It is without power to make the regulations in question, he added, citing Congressional debates that preceded adoption of the law giving the commission its authority.

Charles Evans Hughes, Jr., representing CBS, argued that the regulations instead of promoting competition would lessen it. They also would make it difficult, if not impossible, for networks to obtain advertising contracts by creating new and unnecessary

uncertainties about the number and location of outlets involved, he contended.

"The whole business of a national radio network depends on its ability to sell the time of its stations to a national advertiser," he explained. "To negotiate successfully the network must be able to state concretely what it has to offer. It sometimes requires months of market study and research, program planning and negotiations before an advertiser can decide whether or not to use network broadcasting and if so what stations and program to utilize. Under the regulations the network would be in no position to make a firm offer of any definite program coverage during this period of negotiations."

Both Mr. Cahill and Mr. Hughes argued that if the commission has the power to make regulations covering affiliation contracts and options it can, in similar fashion, exercise a censorship over the programs presented by the stations. Both also cited the fact that the Federal Government has brought suit against them in Chicago for alleged violation of the anti-trust laws based on substantially the same grounds as those advanced in support of the regulations.

Because of the limited number of outlets available in many cities the present "exclusive" affiliation contracts prevent broadcasters in those locations from making the fullest use of their facilities, Mr. Taylor argued. If but three outlets are available and all three have exclusive affiliation contracts then a fourth chain, such as MBS (which is supporting the commission's stand in this litigation) cannot obtain an outlet there, he said. The option practices, he continued, make it difficult for a local station to enter into attractive contracts with local advertisers or into contracts with national advertisers for "spot" announcements or programs.

The hearing adjourned for the day before Mr. Taylor finished his argument.

## TUESDAY

Charges that existing radio networks would be wrecked by enforcement of recent Federal Communications Commission regulations were assailed yesterday by representatives of the Commission and MBS at a hearing before a Federal Statutory Court consisting of Judges Learned Hand, John Bright and Henry W. Goddard. The jurisdiction of the court to try suits by NBC and CBS to void the regulations was also attacked.

After the hearing the court reserved decision on motions by National and Columbia for temporary injunctions restraining the Commission from putting the regulations into effect. By agreement between the two companies and the Commission the new rules are being held in suspension pending the outcome of the injunction application. If it is granted the court may then take testimony on which it will base its decision as to the validity of the regulations.

An affidavit by Fred Weber, general manager of Mutual, submitted to the court yesterday, argued that the new regulations governing affiliation contracts between networks and stations and options given networks by stations would not impair the ability of networks to obtain advertising accounts, as charged by the older networks. What they will do, he said, is enable Mutual to compete with the other chains on an equal footing.

By barring "exclusive" clauses in affiliation contracts, he explained, Mutual will be able to obtain time not being used by other networks on local stations for sponsored programs and by limiting the option arrangements between networks and stations Mutual will be assured that local stations cannot drop its programs to take a rival network program, he explained. Mutual has lost several lucrative contracts, he added, because of its inability to get outlets in certain large cities and because some stations were forced to drop its programs to broadcast programs of other networks with which the station had an option arrangement.

As specific examples he cited the shift of the Ballantine beer and ale program from Mutual to the NBC Blue network, a March of Time program that was negotiating with Mutual, but signed with NBC Blue, the transfer of a Lucky Strike program from Mutual to National and several others.

The new regulations, he continued, will not prevent or interfere with the carrying out by any network of broadcast contracts now

in effect nor will they, in practice, make any change in the existing situation in cities having four or more full-time outlets.

Option contracts permissible under the regulations, he said, will enable a network to clear local stations of local and national "spot" broadcasts as heretofore but will not enable one network to force a cancellation or change in programs being carried for another network. The latter restraint, in practice, he said, will apply only to cities having three or fewer outlets. Where four outlets are available, he predicted, each of the four networks, NBC red, NBC blue, Columbia and Mutual, will have a single outlet.

Since there are only about 300 advertisers using national hook-ups and since most of them have established programs that continue from year to year over the same stations, he predicted that the confusion and chaos depicted by rival networks would never materialize.

The court took a keen interest in questions relating to the ability of networks to make commitments on coverage to advertisers during negotiations and in questions raised by the government as to the jurisdiction of the court.

Thomas E. Harris, assistant general counsel of the commission, argued that the orders were not reviewable by the court at this time because they did not compel any one to do anything. In effect, he said, they are mere statements of commission policy to be applied as stations make applications for renewal of their licenses. The fact that about one-third of the NBC affiliates have signified a desire to modify their existing contracts with the network is merely incidental, he argued. He said the case should have no standing in court until the commission has denied a license to some station.

## Labor

### STRIKE SETTLEMENT

What should the employer do when threatened by a strike?

The answer came this week in an executive order by President Roosevelt, in setting up the new War Labor Board. It said, in part:

"3. The procedures for adjusting and settling labor disputes which might interrupt work which contributes to the effective prosecution of the war shall be as follows:

"(a) The parties shall first resort to direct negotiations or to the procedures provided in a collective bargaining agreement.

"(b) If not settled in this manner the commissioners of conciliation of the Department of Labor shall be notified if they have not already intervened in the dispute.

"(c) If not promptly settled by conciliation, the Secretary of Labor shall certify the dispute to the board, provided, however, that the board in its discretion after consultation with the Secretary may take jurisdiction of the dispute on its own motion. After it takes jurisdiction, the board shall finally determine the dispute and for this purpose may use mediation, voluntary arbitration or arbitration under rules established by the board."

This machinery may prove costly and slow moving, however, when only a small number of men are involved. The NAB Labor Relations Director is attempting to work out a simplified procedure for those stations which care to make use of it. Any station threatened with a strike should communicate with the NAB.

### COURT UPHOLDS OVERTIME RULES

The United States Circuit Court of Appeals for the Fourth Circuit has upheld the Wage and Hour Division, U. S. Department of Labor, in its interpretation of the overtime provisions of the Act.

The opinion was the second Circuit Court opinion upholding the Division in its interpretation that overtime pay must be at the rate of time and one-half the employee's regular hourly rate—not merely time and one-half the minimum rate under the Act.

Reversing the decision of Judge William C. Coleman, in U. S. District Court at Baltimore, Maryland, the Fourth Circuit Court opinion directs the lower court to enter judgment for William H. Missel against the Overnight Motor Transportation Company, Inc., of Baltimore, which employed him as a dispatcher. Judge Coleman held that Missel was entitled to only time and one-half 30 cents per hour, the minimum rate of pay under the Act, despite the fact that his weekly wage was on a basis higher than that figure.

The Circuit Court opinion, in disallowing the lower court's interpretation of the overtime provisions (Section 7(a)) of the Act, said:

"... the court below adopted a 'minimum wage' theory of Section 7(a) and consequently concluded that the overtime provisions of the Act are satisfied by the payment of one and one-half times the statutory minimum rate for each overtime hour—'regular rate' and 'minimum rate' becoming synonymous.

"This interpretation makes the overtime provisions of the Act effective only as to employees in the lowest wage brackets. Since we have adopted a 'maximum hour' interpretation of Section 7(a), it follows as the night the day that we must reach a different conclusion.

"We think it is clear that 'regular rate' of pay means the actual rate of pay which the employee is receiving, no matter how high, and not the minimum rate set forth in the statute.

"We are unable to agree with the lower court that the primary purposes of the Fair Labor Standards Act are satisfied by the payment of time and one-half, the statutory minimum wage for overtime. Furthermore, we do not believe that Section 7(a) is merely part of a broad scheme of minimum wage regulation."

Referring to Congress' aim in adopting the Act, the Circuit Court opinion states:

"It seems plain from the legislative history of the Act that, in addition to attempting to establish a decent national level of working conditions, one of the fundamental purposes of the Act was to induce worksharing and relieve unemployment by reducing hours of work. . . . One of the impelling forces behind the Act is the effort to promote economic stability through increased purchasing power.

"These purposes of the Act are accomplished because the overtime provisions of the Act, requiring employers to pay an extra bonus or penalty for such work, distinctly tend to discourage overtime. This is on the theory that the overtime rate established by the Act will be sufficiently expensive to compel employment of new men, and that employers rather than pay overtime will spread employment."

With reference to the Wage-Hour Division's interpretations, the Circuit Court pointed out that "both interpretative bulletins issued by the Wage and Hour Division and regulations have interpreted 'regular rate at which he is employed' to mean the actual rate the employee is receiving and not the statutory minimum. Although such interpretations are by no means binding on the courts, we consider them highly significant."

While in accord with the opinion of the Circuit Court for the Sixth Circuit, which declared the Division's interpretation of the time and one-half provisions of the Act to be the "unmistakable meaning" of the Act, the opinion announced today takes decided issue with parts of the opinion of the Fifth Circuit Court, in *Fleming v. H. Belo Corp.*, publishers of The Dallas Morning News.

In its reference to this opinion, the Fourth Circuit Court states:

"We are unable to agree with the Circuit Court of Appeals for the Fifth Circuit that the overtime provisions of the Act are merely part of a scheme to raise substandard wages. Rather we conclude that the purpose of Section 7(a) is to eliminate long hours of labor by requiring employers to pay extra compensation for overtime work. Otherwise the guarantees of the Act become 'only a promise to the ear to be broken to the hope, a teasing illusion like a munificent bequest in a pauper's will.'" (The quotation is from an opinion by Mr. Justice Jackson of the U. S. Supreme Court in *Edwards v. California*.)

The *Fleming v. A. H. Belo Corp.* case now is before the U. S. Supreme Court and, as the Fourth Circuit Court opinion points out, "It is estimated that the eventual outcome of this case will have a powerful impact and profound effect on many million 'white-collar' workers getting more than the statutory minimum wage."

## LABOR GIVEN PLACE ON DCB COMMITTEES

James Lawrence Fly, DCB Chairman of the Defense Communications Board, today announced that, as a result of a meeting between the Labor Advisory Committee and the Board, a decision has been reached clarifying the contribution which labor would be expected to make in the future work of the Board. The plan would substantially enhance the position of labor as well as industry in the functioning of the Board and would assure its due participation in the over-all task of planning for the nation's communications systems under war conditions.

As a result of the new undertaking, the DCB will invite representatives from labor to participate in the work of the expert communications committees. Labor thus will be in a position to aid more effectively in the formulation of basic plans affecting communications systems in the emergency. Furthermore, future joint meetings between the Industry and Labor Advisory Committees will be held as needed in order to assure complete industry solidarity in the tasks ahead. The extent of labor's participation and the recognized limitations on the Board's functions were set forth in the attached letter from Chairman Fly to the Labor Advisory Committee which was concurred in by the latter.

In making the announcement, Chairman Fly praised the cooperation of all parties concerned, and said:

"There has been full recognition on all sides both of the vital role which communications must play in our total war effort and of the necessity that this must be our sole concern at the moment. We are fully resolved to see that this nation's communications facilities are as adequate and secure as they can be made under the circumstances. In formulating plans to that end, the Board wants all the qualified help it can get, whether from management or labor. We do not recognize any special group interest in developing plans in the communications field for our total war effort."

Chairman Fly also praised the decision to hold future joint meetings between the Industry and Labor Advisory Committees, pointing out that such meetings hold great promise in assuring cooperation among management, labor, and government in communications.

At the same time the following statement was issued by the Labor Advisory Committee:

"The members of the Labor Advisory Committee welcome the action of the Defense Communications Board in convening a joint conference of the Industry and Labor Advisory Committees at our request to consider communications problems affecting the war effort. We believe the conference was a step in the direction of the full utilization of the resources, facilities, manpower, intelligence, and initiative of each component part of the communications industry in the total war effort. Both industry and labor recognize that all matters which are properly the subject of collective bargaining will not come within the purview of these discussions but will continue to be referred to the established appropriate government agencies.

"We hope in successive joint meetings to be able to evolve effective methods of working out jointly the many problems which affect our industry in this crisis.

"The action taken by the Defense Communications Board today in appointing labor representatives along with industry and government on the various special planning committees of the Board will, we feel, facilitate the work of these committees. The constructive and sympathetic approach to labor's proposals expressed by Chairman Fly for the Defense Communications Board will be a source of gratification to the workers in the communications industry."

## COST OF LIVING

Below is the Labor Department's latest comparative cost of living index, which should prove helpful in collective bargaining. It is dated September 15, 1941.

This index shows how much it costs a four-person family to maintain a decent standard of living in each of 33 cities, in comparison with each other. For instance, it shows that, for every \$100 a family in Washington, D. C., has to spend for the

bare necessities of decent living, a family in Atlanta, Ga., has to spend \$89.90.

To obtain a comparison, say, between Atlanta and Birmingham, divide 88.2 by 89.9. You will find that the cost of living in Birmingham is 98.1 per cent of the cost in Atlanta.

The index:

Atlanta .....	89.9	Milwaukee .....	94.3
Baltimore .....	90.9	Minneapolis .....	95.3
Birmingham .....	88.2	Mobile .....	82.2
Boston .....	96.3	New Orleans .....	87.9
Buffalo .....	90.1	New York .....	100.5
Chicago .....	99.7	Norfolk .....	92.8
Cincinnati .....	91.1	Philadelphia .....	90.4
Cleveland .....	95.5	Pittsburgh .....	93.7
Denver .....	86.9	Portland, Maine .....	90.9
Detroit .....	98.2	Portland, Oregon .....	90.9
Houston .....	87.4	Richmond .....	90.4
Indianapolis .....	88.6	St. Louis .....	94.5
Jacksonville .....	89.9	San Francisco .....	97.5
Kansas City .....	84.8	Scranton .....	92.6
Los Angeles .....	89.2	Seattle .....	94.3
Manchester .....	91.4	Washington, D. C. ....	100.0
Memphis .....	89.6		

## ORGANIZED LABOR LEADERS MAKE 74 NETWORK TALKS IN 1941

Leaders of the American Federation of Labor and the Congress of Industrial Organizations made a total of 74 appearances on national network radio programs in 1941.

In announcing this figure, Joseph L. Miller, director of labor relations for the National Association of Broadcasters, pointed out that it did not include the many local labor programs aired by individual stations. Nor does it include the appearances made by national labor leaders on individual stations. The total includes only those appearances on the networks of the Columbia Broadcasting System, the Mutual Broadcasting System and the National Broadcasting Company.

Talks by labor leaders are carried without charge, as a public service by the networks and stations. In the event any speaker takes one side of a controversial public issue, a representative of the other side is offered an equal amount of free time for rebuttal.

## Technician Training

A folio containing complete information on radio technician training courses was mailed to all stations last Saturday, January 10, by A. J. Fletcher, NAB National Defense Committee Member-in-Charge, Training Courses. The vastness of the nation's needs for men possessing fundamental knowledge in radio surprised many station managers; but in all probability a new goal will be set before the present one is achieved. This has been the history of the recruiting jobs which the broadcast industry has been called upon to perform for Army, Navy, Marines, Coast Guard and Civil Service.

The subject of training technicians was one of the chief topics of conversation among the thousand engineers who attended the IRE meeting in New York, Monday, Tuesday and Wednesday of this week, according to Lynne C. Smeby, NAB director of engineering. All in all the engineers seemed well satisfied with the suggested course.

### NEW YORK

Educators from upper New York met in Syracuse on January 3 in response to the call of Colonel Harry C. Wilder, WSYR. On Sunday, January 4, educators of the metropolitan New York district and of northern New Jersey gathered in New York City. Those attending the New York City meeting were:

Robert Widdop, Associate Director ESMDT, Newark College of Engineering

M. A. Chaffee, Associate Director ESMDT, Rutgers University  
P. H. Daggett, Dean of Engineering, Director ESMDT, Rutgers University

Lynne C. Smeby, Director of Engineering, NAB

Brother A. Leo, Dean of Engineering, Manhattan College

Eleanor H. Grady, Academic Dean, Hunter College, New York City

M. L. Weinrich, Chairman, Department of Physics, Brooklyn College

B. Kurrelmeyer, Professor of Physics, Brooklyn College

Paul A. Northrop, Professor of Physics, Vassar College

Clifford C. Carr, Head, Chemical Engineering Department, Pratt Institute

A. L. Cook, Director of Engineering School, Pratt Institute

Robin Beach, Professor of Electrical Engineering, Brooklyn Polytechnic

George A. Yanosik, ESMDT Institutional Representative, New York University

H. N. Walker, Professor of Electrical Engineering, New York University

Jessee B. Sherman, Instructor in Electrical Engineering, The Cooper Union

Frank E. Canavaciol, Associate Professor of Electrical Communication, Brooklyn Polytechnic

A. Dexter Hinckley, Institutional Representative, ESMDT, Columbia University

John B. Russell, Assistant Professor of Electrical Engineering, Columbia University

Arthur Stringer, NAB, Washington

Harry Baum, Professor of Electrical Engineering, College of the City of New York

William Allan, Institutional Representative, ESMDT, College of the City of New York

C. J. Velz, Director ESMDT, Manhattan College

Lewis Lee, Lieut. Comdr. U. S. N., Bureau of Navigation, Washington.

Dean Albert B. Newman, College of the City of New York, metropolitan New York Coordinator, for the training courses, was represented by William Allan. The Dean was attending a conference in Baltimore.

State Coordinator of radio training in New York State outside of the metropolitan area is Dean S. C. Hollister, College of Engineering, Cornell University, Ithaca. In this district the qualified ESMDT institutions will give courses in their own behalf and will "sponsor" courses in other schools. The setup according to groups is as follows:

### Syracuse Area

Syracuse University

Hamilton College

Colgate University

Oswego

Hobart College

Hartwick College

### Cornell University

Cornell University

Alfred University

Canisius College

Niagara University

University of Buffalo

Buffalo State Teachers

Houghton College

### Rensselaer Polytechnic Institute

Rensselaer Polytechnic Institute

Albany State Teachers

Siena

Union College

### Clarkson College of Technology

Clarkson

St. Lawrence University

### OHIO

Six northern Ohio colleges have elected to clear their courses through Case School of Applied Science, which school will also give training. These schools are:

Hiram College; College of Wooster; Oberlin College; Baldwin Wallace College; Youngstown College; John Carroll University.

Dean C. E. MacQuigg, of Ohio State, Columbus, Northern Ohio Coordinator, indicated over the telephone that five or six schools have already indicated that they would clear through his institution. One of them is Kent State College.

Fenn College, with the help of all Cleveland radio stations, is quickly enrolling its initial quota.

George Young, WSPD, Toledo, reports that the University of Toledo has gone all-out to establish these courses. Ten days ago they had enrolled 190 for the first course. The University of Akron is busy recruiting students. In the Cincinnati area, C. H. Topmiller, chief engineer WCKY, wrote Mr. Patt, Ohio Industry Representative, that the Cincinnati radio stations and colleges had had their meeting to inaugurate the training program.

### CONNECTICUT

Franklin M. Doolittle, WDRC, Hartford, Industry Representative for Connecticut, reports that Dean Lampe of the University of Connecticut, Professor Turner of Yale, and chief engineers of Hartford stations, have met to complete plans. Mr. Doolittle has prepared announcements for use of all Connecticut stations with attendant publicity for the press.

### MASSACHUSETTS

E. E. Hill, WTAG, Massachusetts Industry Representative, reports a letter from Roy Harlow, Yankee Network Vice President, Boston, that Harvard University had agreed to give radio technician training courses.

During the week, course outlines have been dispatched to Dean M. D. Smith, Dakota Wesleyan University, Mitchell, S. D.; Dean J. Stanley Morehouse, Villanova College, Villanova, Pa.; and C. A. Anderson, Local Director, Defense Training Program, University of Pittsburgh, Johnstown, Pa., and the University of Missouri.

### IOWA

Dr. O. J. H. Preus, president, Luther College, Decorah, Iowa, visited NAB headquarters last week, to discuss giving radio technician training courses. Upon his return he planned to institute courses over a wide area.

Another Ohio visitor was J. C. Rapp, general manager, KMA, Shenandoah. He is about ready to open a section or two in his city.

### PENNSYLVANIA

Eastern Pennsylvania educators and broadcasters met at the Lido Restaurant, Philadelphia, January 15, to plan radio technician training courses. Meeting was called by W. T. Spivey, Drexel Institute, Philadelphia, Coordinator of the program in Eastern Pennsylvania.

### NEW JERSEY

Word has been received from M. A. Chaffee, associate director, ESMDT program, at Rutgers University, that a minimum of 100 courses will be established by his institution.

### NAVY ESTABLISHES SCHOOL

The U. S. Navy is developing high frequency radio as a new weapon for the nation's armed forces. This was revealed today when the Navy Department announced it opened a Navy primary school for training in high frequency radio in Chicago yesterday.

The school, only one of its kind in existence, is located on the top floor of the State-Lake building, 190 North State street. The course will require approximately two months, and the Navy expects each class to number about 100 men.

Balaban and Katz corporation, owner and operator of television station W9XBK, fostered the new project. It has given the Navy floor space, equipment and an instructional staff at its own expense for the duration of the emergency.

Lieutenant William C. Eddy, USN, Retired, will direct the activity of the high frequency classes, which will be known as the Naval Training School (Radio Materiel).

## SALES MANAGERS EXECUTIVE COMMITTEE MEETS

On Tuesday and Wednesday, January 13 and 14, the NAB Sales Managers Executive Committee met in New York City. Frank Pellegrin, Director of the Department of Broadcast Advertising, for which the Sales Managers Committee serves as an executive body, reported upon the result of the sales managers sessions held in connection with the recent series of District meetings.

Items discussed were standardization of rate card schedules, coverage maps, surveys, questions of per inquiry and free time, and NAB sales helps. Dealer cooperative advertising and the broadcast advertising record were discussed. The committee also devoted considerable time to a preliminary discussion of the sales managers participation in the program of the 1942 Cleveland convention to be held in May.

On the second day of the meeting, the entire Executive Committee and Mr. Pellegrin joined with other broadcasters in conducting a radio panel at the NRDGA convention. A full report of this activity will be forthcoming in an early issue of NAB REPORTS. The Executive Committeemen were guests of the Radio Executives Club of New York at a luncheon which was devoted entirely to NAB. Speakers were Frank Pellegrin, Eugene Carr, WGAR, chairman of the Committee, and C. E. Arney, Jr., assistant to the president. A large representation of agency and radio people were in attendance.

Following is a list of the committeemen, all of whom were in attendance: Eugene Carr, WGAR; Dietrich Dirks, KTRI, E. Y. Flanagan, WSPD; John M. Outler, Jr., WSB; Arthur Hull Hayes, CBS; Linus Travers, WAAB; and George H. Frey, NBC.

## Press Censorship Code

The text of the code of wartime practices for newspapers, magazines and other periodicals, was issued Wednesday by Byron Price, Director of Censorship.

At the same time, Price announced that J. H. Sorrells, Assistant Director of Censorship who is on leave as executive editor of the Scripps-Howard newspapers, would be in direct charge of administering the code. He will be assisted by a small board of editors and an advisory council of the publishing industry, which will be appointed soon.

The censorship code follows:

This statement responds to the many inquiries received by the Office of Censorship, asking for an outline of newspaper and magazine practices which the Government feels are desirable for the effective prosecution of the war.

It is essential that certain basic facts be understood from the beginning.

The first of these facts is that the outcome of the war is a matter of vital personal concern to the future of every American citizen. The second is that the security of our armed forces and even of our homes and our liberties will be weakened in greater or less degree by every disclosure of information which will help the enemy.

### VALUE TO ENEMY TEST

If every member of every news staff and contributing writer will keep these two facts constantly in mind, and then will follow the dictates of common sense, he will be able to answer for himself many of the questions which might otherwise trouble him. In other words, a maximum of accomplishment will be attained if editors will ask themselves with respect to any given detail, "Is this information I would like to have if I were the enemy?" and then act accordingly.

The result of such a process will hardly represent "business as usual" on the news desks of the country. On the contrary, it will mean some sacrifice of the journalistic enterprise of ordinary times. But it will not mean a news or editorial blackout. It is the hope and expectation of the Office of Censorship that the

columns of American publications will remain the freest in the world, and will tell the story of our national successes and shortcomings accurately and in much detail.

The highly gratifying response of the press so far proves that it understands the need for temporary sacrifice, and is prepared to make that sacrifice in the spirit of the President's recent assurance that such curtailment as may be necessary will be administered "in harmony with the best interests of our free institutions."

## SUMMARY OF PROBLEMS

Below is a summary covering specific problems. This summary repeats, with some modifications, requests previously made by various agencies of the Federal Government, and it may be regarded as superseding and consolidating all of those requests.

Special attention is directed to the fact that all of the requests in the summary are modified by a proviso that the information listed may properly be published when authorized by appropriate authority. News on all of these subjects will become available from Government sources; but in war, timeliness is an important factor, and the Government unquestionably is in the best position to decide when disclosure is timely.

The specific information which newspapers and magazines are asked not to publish except when such information is made available officially by appropriate authority falls into the following classes:

### TROOPS

The general character and movement of United States Army units, within or without the continental limits of the United States—their location; identity or exact composition; equipment or strength; their destination, routes and schedules; their assembly for embarkation, prospective embarkation or actual embarkation. Any such information regarding the troops of friendly nations on American soil.

[Note: The request as regards location and general character does not apply to troops in training camps in continental United States, nor to units assigned to domestic police duty.]

### SHIPS

The location, movements and identity of naval and merchant vessels of the United States in any waters, and of other nations opposing the Axis powers, in American waters; the port and time of arrival or prospective arrival of any such vessels, or the port from which they leave; the nature of cargoes of such vessels; the location of enemy naval or merchant vessels in or near American waters; the assembly, departure or arrival of transports or convoys; the existence of mine fields or other harbor defense; secret orders or other secret instructions regarding lights, buoys and other guides to navigators; the number, size, character and location of ships in construction, or advance information as to the date of launchings or commissionings; the physical setup or technical details of shipyards.

### PLANES

The disposition, movements and strength of army or navy air units.

### FORTIFICATIONS

The location of forts and other fortifications; the location of coast defense emplacements, or anti-aircraft guns; their nature and number; location of bomb shelters; location of camouflaged objects.

### PRODUCTION

Specific information about war contracts, such as the exact type of production, production schedules, dates of delivery, or progress of production; estimated supplies of strategic and critical materials available; or nation-wide "round-ups" of locally published procurement data except when such composite information is officially approved for publication.

### FACTORY SITES

Specific information about the location of, or other information about, sites and factories already in existence, which would aid saboteurs in gaining access to them; information other than that readily gained through observation by the general public, disclosing the location of sites and factories yet to be established, or the nature of their production.

Any information about new or secret military designs, or new factory designs for war production.

## WEATHER

Weather forecasts, other than officially used by the Weather Bureau; the routine forecasts printed by any single newspaper to cover only the State in which it is published and not more than four adjoining States; portions of which lie within a radius of 150 miles from the point of publication.

Consolidated temperature tables covering more than twenty stations, in any one newspaper.

Note: Special forecasts issued by the Weather Bureau warning of unusual conditions, or special reports issued by the Weather Bureau concerning temperature tables, or news stories warning the public of dangerous roads or streets, within 150 miles of the point of publication, are all acceptable for publication.

Weather "round-up" stories covering actual conditions throughout more than one State, except when given out by the Weather Bureau.

## PHOTOGRAPHS AND MAPS

Photographs conveying the information specified in this summary, unless officially approved for publication.

Detailed maps or photographs disclosing location of munition dumps, or other restricted army or naval areas.

Note: This has no reference to maps showing the general theater of war, or large scale zones of action, movements of contending forces on a large scale, or maps showing the general ebb and flow of battle lines.

Note: Special care should be exercised in the publication of aerial photos presumably of non-military significance, which might reveal military or other information helpful to the enemy; also care should be exercised in publishing casualty photos so as not to reveal unit identifications through collar ornaments, etc. Special attention is directed to the section of this summary covering information about damage to military objectives.

## GENERAL

Casualty lists.

Note: There is no objection to publication of information about casualties from a newspaper's local field, obtained from nearest of kin, but it is requested that in such cases, specific military and naval units, and exact locations be not mentioned.

Information disclosing the new location of national archives, art treasures, and so on, which have been moved for safekeeping.

Information about damage to military and naval objectives, including docks, railroads or commercial airports, resulting from enemy action.

Note: The spread of rumors in such a way that they will be accepted as facts will render aid and comfort to the enemy. It is suggested that enemy claims of ship sinkings, or of other damage to our forces, be weighed carefully and the source clearly identified if published.

Information about the transportation of munitions or other war materials, including oil tank cars and trains.

Information about the movements of the President of the United States, or of official military or diplomatic missions of the United States or of any other nation opposing the Axis powers—routes, schedules, or destination, within or without the continental limits of the United States; movements of ranking army or naval officers and staffs on official business; movements of other individuals or units under special orders of the army, navy or State Department.

Note—Advertising matter, letters to the editor, interviews with men on leave, columns and so on are included in the above requests, both as to text and illustration.

If information should be made available anywhere which seems to come from doubted authority, or to be in conflict with the general aims of these requests; or if special restrictions requested locally or otherwise by various authorities seem unreasonable or out of harmony with this summary, it is recommended that the question be submitted at once to the Office of Censorship.

The Office of Censorship,

BYRON PRICE, *Director*.

# THE WAR AND THE WEATHER

(Amarillo (Tex.) Daily News)

Not the least of the inconveniences of modern war is suspension of broadcast weather forecasts and the skeletonizing of printed reports. Many a Plainsman can't understand how a weather forecast for the Panhandle might be of aid to the enemy.

Of course the chances that a particular weather forecast would be used against us are remote. But we can't afford to take even a remote chance. A radio signal even from a comparatively small station has a disconcerting habit of bouncing about the globe and coming down to earth in the most outlandish places. For example, the "sky wave" of KGNC makes the station audible in small areas of California, Mexico, Nebraska, Florida and, under certain conditions, even on the other side of the world. In the station's files are many cards and letters from such far-away spots as New Zealand, where KGNC broadcasts have been heard. One of the most recent is a letter received from a New Zealand town on Nov. 17, in which the listener detailed 10 minutes of the station's schedule and asked for a confirmation. The listener even mentioned the weather at the time the program was received.

Now suppose that a receiving station at a Japanese submarine base could pick up KGNC's signal some clear, frosty morning, and check the weather forecast. Then suppose it could pick up a dozen other stations in other parts of the United States, all of which gave weather reports. From this data a good weather man could compile a map showing with fair accuracy the movement of pressure areas, and thus determine probable conditions in any part of the United States.

If the Japanese were planning a submarine or air attack on some section of the United States, they would make every effort to obtain weather data in advance. If commercial stations were unrestricted in broadcasting forecasts, it would be a simple matter.

Printed forecasts, of course, could not be gathered and compiled for a large area in time to be of any value; hence skeletonized predictions are still permitted in the newspapers.

It's inconvenient, yes; especially during a cold spell such as we have just gone through. But, as the French say—c'est la guerre.

## SET MAKING CONTINUES

Reports that OPM would shut down radio production in two or three months were declared by the Radio Manufacturers Association to be inaccurate and misleading.

"The Office of Production Management has as yet made no announcement or order regarding curtailed civilian production of radio," said Bond Geddes, Executive Vice President of the Radio Manufacturers Association. "The radio industry is already widely engaged on the very large program of vital radio and other military equipment and is going rapidly into increased military expansion. Reduced manufacture of civilian radio obviously is involved and an OPM order is expected shortly curtailing civilian radio by about 30 per cent during the first three months of this year, but not a complete shut down. Further reduction in civilian radio later in 1942 is expected as the industry becomes more extensively engaged on the military program. Also it is understood the official policy contemplates supplies of tubes and other replacement and repair parts for radio sets now in the hands of the public, and we are not advised of any official plans for 'rationing' of radio."

## 56 MILLION RADIO SETS IN 1942

The official NAB estimate places the number of radio sets in use as of January 1, 1942 at 56 million. These sets are distributed as follows:

Homes with radios.....	30,600,000
Sets in institutions, places of business, and additional sets in homes.....	16,400,000
Automobile sets .....	9,000,000
Total .....	56,000,000

From a year ago the increase in the number of homes with radios is 1,300,000. The increase in automobile sets amounts to a million. The remainder of 3,600,000 sets is allocated to sets located in places of business, institutions, etc., and additional home sets.

## TAFT AMENDMENT

Senator Taft (R-Ohio) intends to propose the following amendment to the bill to permit the President to take over Wire Communications Industries during the war:

### AMENDMENT

(H. R. 6263) to amend section 606 of the Communications Act of 1934 for the purpose of granting to the President, in time of war or threatened war, certain powers with respect to communications by wire, viz:

On page 2, line 14, insert the following: "Provided, however, That except in case of invasion or in connection with the movement of military or naval forces no such authorization shall be given for the use and control of property costing more than \$10,000,000 without prior appropriation by the Congress."

## STATE LEGISLATION

### NEW YORK:

S. 10 (WILLIAMSON) INDUSTRIAL BANK ADVERTISING—Provides that no industrial bank shall advertise, print or broadcast any statement with regard to rates, terms or conditions for loans unless interest rate or charge is stated as rate per cent per annum or per month on unpaid principal balance. Referred to Committee on Banks.

S. 11 (WILLIAMSON) PERSONAL LOAN—ADVERTISING—Prohibits advertising by printing, broadcasting, publishing or otherwise by bank or trust company in connection with personal loan dept. of statements relative to rates, terms or conditions for loaning money unless stated in terms of rate per annum or per month on unpaid principal balance. Referred to Committee on Banks.

## FEDERAL COMMUNICATIONS COMMISSION

## ALL AMATEURS ORDERED OFF THE AIR

At the request of the DCB, the FCC January 9 ordered all amateur radio operation to cease immediately. It was explained that national defense considerations require such complete cessation.

A Commission order of December 8 suspended amateur activities save for those authorized by the Defense Communications Board upon recommendation of federal, state, or local officials in connection with defense. Many such requests had been approved by the Commission at the instance of the Defense Communications Board.

However, in the light of subsequent events and military requirements, the Board and the Commission both have decided that all amateur radio operation shall be suspended. In consequence, all special authorizations granted since December 8 are now cancelled.

## 923 STATIONS

The Federal Communications Commission issued operating licenses to seven stations and granted six permits for the construction of new stations during the month of December, 1941. Two operating stations were deleted. A comparative table by months follows:

	Jan. 1	Feb. 1	Mar. 1	Apr. 1	May 1	June 1	July 1	Aug. 1	Sept. 1	Oct. 1	Nov. 1	Dec. 1	Jan. 1
Operating .....	831	835	836	837	836	849	854	859	859	869	877	882	887
Construction .....	51	46	54	54	55	48	43	44	53	44	38	37	36
	882	881	890	891	891	897	897	903	912	913	915	919	923

## FEDERAL COMMUNICATIONS COMMISSION DOCKET

The following broadcast hearings are scheduled to be heard before the Commission during the week beginning Monday, January 19. They are subject to change.

### Thursday, January 22

The Following are Consolidated

- NEW—Cuyahoga Valley Broadcasting Company, Cleveland, Ohio.—C. P., 1300 kc., 1 KW, daytime only.  
NEW—Lake Shore Broadcasting Corporation, Cleveland, Ohio.—C. P., 1300 kc., 5 KW, unlimited; DA-night & day.

### Monday, January 19

- NEW—Charles P. Blackley, Staunton, Virginia.—C. P., 1240 kc., 250 watt, unlimited time.

The Following to Be Consolidated

- NEW—Frequency Broadcasting Corporation, Borough of Brooklyn, New York, N. Y.—C. P., 620 kc., 500 watt, daytime.  
NEW—Yankee Broadcasting Company, Inc., New York, New York.—C. P., 620 kc., 1 KW, unlimited time; DA-night & day.  
NEW—Newark Broadcasting Corporation, Newark, New Jersey.—C. P., 620 kc., 5 KW, unlimited time; DA-day & night.

### Wednesday, January 21

Further Hearing

To Be Held in Room 6121—New Post Office Building, 12th Street and Pennsylvania Avenue, N. W.

Investigation to determine what policy or rules, if any, should be promulgated in connection with operation of new high frequency (FM) broadcast stations and for future acquisition of standard broadcast stations by newspapers, Pursuant to Order No. 79.

## FEDERAL COMMUNICATIONS COMMISSION ACTION

### APPLICATIONS GRANTED

- KDAL—Red River Broadcasting Co., Inc., Duluth, Minn.—Granted modification (B4-MP-1439) of construction permit (B4-P-3139) to make changes in directional antenna system, and extend commencement and completion dates.  
KTAR—KTAR Broadcasting Co., Phoenix, Ariz.—Granted modification of license (B5-ML-1099) to make changes in directional antenna system, and change from day and night use to nighttime only. (Daytime non-directional).  
KLRA—Arkansas Broadcasting Co., Little Rock, Ark.—Granted modification (B3-MP-1417) of construction permit (B3-P-3049) to make local change in transmitter site proposed, increase power to 10 KW day, change type of transmitter and directional antenna. (Now licensed on 1420 kc., 5 KW; unlimited, DA-N; under construction permit 1010 kc., 5 KW, DA-N unlimited).  
WOLS—O. Lee Stone (Assignor), The Florence Broadcasting Co., Inc. (Assignee), Florence, S. C.—Granted consent to voluntary assignment of license (B3-AL-322) of station WOLS, from O. Lee Stone to The Florence Broadcasting Company, Inc., with stipulation that same is not to be construed as an approval with respect to any future transfer of control over the assignee by reason of any transfer of stock or otherwise.  
WILM—Delaware Broadcasting Co., Inc., Wilmington, Del.—Granted application for waiver of Sec. 3.45(e) of the rules so as to permit station to use the south tower of WDEL in same city.

- W9XC—Central Broadcasting Co., Davenport, Iowa.—Granted application for modification of construction permit (B4-MPEX-7) to extend completion date for this developmental broadcast station for a period of 2 weeks from January 19.  
William Penn Broadcasting Co., Philadelphia, Pa.—Granted construction permit (B2-PH-118) for new FM station to operate on 47300 kc., 9,300 square miles service area.

### LICENSE RENEWALS

- KID—KID Broadcasting Co., Idaho Falls, Idaho.—Granted renewal of license for the period ending not later than August 1, 1942.

Granted renewal of following station licenses for the period ending not later than August 1, 1943:

KOBH, Rapid City, S. D.; WGRC, New Albany, Ind.; WHBQ, Memphis, Tenn.; KWYO, Sheridan, Wyo.

Granted renewal of following station licenses for the period ending not later than October 1, 1942:

KOME, Tulsa, Okla.; KVSQ, Ardmore, Okla.; KWFC, Hot Springs, Ark.; KWOS, Jefferson City, Mo.; KWLM, Willmar, Minn.; WBBL, Richmond, Va.; WHBY, Appleton, Wisc.; WLNH, Laconia, N. H.; WSNJ, near Bridgeton, N. J.

Granted renewal of following station licenses for the period ending not later than October 1, 1943:

KFIZ, Fond du Lac, Wisc.; KLBK, La Grande, Ore.; KNET, Palestine, Tex.; WAGM, Presque Isle, Maine; WEED, near Rocky Mount, N. C.; WHFC, Cicero, Ill.; WHLS, Port Huron, Mich.; WLPM, Suffolk, Va.; WMVA, Martinsville, Va.; WNOE, New Orleans, La.

Granted renewal of following station licenses for the period ending December 1, 1943:

KPAB, Laredo, Tex.; KRNR, Roseburg, Ore.

Granted renewal of following station licenses for the period February 1, 1942 to not later than February 1, 1944:

KOAM, Pittsburg, Kans.; WBAP, Fort Worth, Tex.; WCCO, Minneapolis, Minn.; WEW, St. Louis, Mo.; WGN, Chicago, Ill.; WHAS, Louisville, Ky.; WHDH, Boston, Mass., and auxiliary; WHEB, Portsmouth, N. H.; WJR and auxiliary, Detroit, Mich.; WLS, Chicago, Ill.; WNAD, Norman, Okla.; WOSU, Columbus, Ohio; WWL, New Orleans, La.; KFI and auxiliary, Los Angeles, Calif.; WAIT, Chicago, Ill.

Granted renewal of following station licenses for the period February 1, 1942 to not later than April 1, 1944:

KJBS, San Francisco, Calif.; KNX, Los Angeles, Calif.; KRLD, Dallas, Tex.; KVOO, Tulsa, Okla.; KYOS, near Merced, Calif.; WBT, Charlotte, N. C.; WHAM, Rochester, N. Y. and auxiliary; WIBC, Indianapolis, Ind.; WNOX, Knoxville, Tenn.; WWVA and auxiliary, Wheeling, W. Va.; KSTP and auxiliary, St. Paul, Minn.; KMOX, St. Louis, Mo.; KJR and auxiliary, Seattle, Wash.

Granted extension upon a temporary basis only, pending determination upon application for renewal of license, in no event longer than March 1, 1942, of following station licenses:

KFVD, Los Angeles, Calif.; KGA, Spokane, Wash.; KIEV, Glendale, Calif.; KMPC and auxiliary, Beverly Hills, Calif.; KOMA, Oklahoma City, Okla.; WBAL, Baltimore, Md.; WCAL, Northfield, Minn.; WHCU, Ithaca, N. Y.; WINS, New York, N. Y.; WKAR, East Lansing, Mich.; WOAI and auxiliary, San Antonio, Tex.

KGDM—E. F. Pepper, Stockton, Calif.—Granted extension upon a temporary basis only, pending determination upon application for renewal of license, in no event longer than April 1, 1942.

### MISCELLANEOUS

K45LA—Don Lee Broadcasting System, Los Angeles, Calif.—Granted modification of construction permit for new high frequency broadcast station, for extension of commencement and completion dates only, from August 18, 1941 and February 14, 1942, to February 14, 1942 and August 13, 1942, respectively (B5-MPH-60).

W49PH—Pennsylvania Broadcasting Co., Philadelphia, Pa.—Granted modification of construction permit for new high frequency broadcast station, for extension of completion date only, from January 22 to July 22, 1942 (B2-MPH-62).

- W77XL—WJIM, Inc., Lansing, Mich.—Granted modification of construction permit which authorized a new high frequency broadcast station, for approval of antenna system (B2-MPH-50).
- WAPO—W. A. Patterson, Chattanooga, Tenn.—Granted construction permit to move old Collins transmitter to site of new main transmitter, Pinesville, Tenn., for use as an auxiliary transmitter, with present antenna system, power of 250 watts for emergency use only (B3-P-3412).
- KFEQ—KFEQ, Inc., St. Joseph, Mo.—Granted modification of construction permit for change in type of transmitter and changes in directional antenna system (B4-MP-1474).
- WGES—Oak Leaves Broadcasting Station, Inc., Chicago, Ill.—Granted modification of construction permit which authorized increase in power, change in hours of operation, move transmitter, install new transmitter and directional antenna for day and night use, for extension of completion date from January 20 to March 20, 1942 (B4-MP-1482).
- KSEE—Earle C. Anthony, Inc., Los Angeles, Calif.—Granted modification of construction permit for new television broadcast station, to specify commencement date of January 15, 1942 and for extension of completion date from January 15 to July 15, 1942 (B5-MPCT-5).
- W2XGE—General Electric Co., Schenectady, N. Y.—Granted license to cover construction permit for new television relay broadcast station, on experimental basis only, conditionally.
- WTBO—Associated Broadcasting Corp., Cumberland, Md.—Granted extension of special temporary authority to operate unlimited time, instead of limited time as specified in existing license, for a period beginning January 7, 1942 and ending in no event later than February 5, 1942, provided power is reduced to 100 watts, conditionally.
- WHDH—Matheson Radio Co., Inc., Boston, Mass.—Granted modification of construction permit for new equipment, directional antenna, increase in power and change in hours of operation, for extension of completion date from January 20, 1942 to July 20, 1942 (B1-MP-1472).
- WDOD—WDOD Broadcasting Corp., Chattanooga, Tenn.—Granted modification of construction permit for move of transmitter, increase in power, install directional antenna for night use, for extension of completion date from January 23, 1942 to March 23, 1942 (B3-MP-1477).
- WWPG—Lake Worth Broadcasting Corp., Lake Worth, Fla.—Granted license to cover construction permit as modified for new station (B3-L-1569); granted authority to determine operating power by direct measurement of antenna power (B3-Z-1308).
- WFEA—New Hampshire Broadcasting Co., Manchester, N. H.—Granted modification of license to use old W.E. D-96021 transmitter as an auxiliary transmitter, with power of 1 KW, for emergency use only (B1-ML-1107).
- WHEB, Inc., Portsmouth, N. H.—Granted construction permit for new relay broadcast station; 30820, 33740, 35820, 37980 kc., 25 watts (B1-PRE-416).
- Worcester Telegram Publishing Co., Inc., Portsmouth, N. H.—Granted construction permit for new relay broadcast station; 1622, 2058, 2150, 2790 kc., 50 watts (B1-PRY-266).
- KGER—Consolidated Broadcasting Corp., Ltd., Long Beach, Calif.—Granted modification of construction permit for new transmitter and extension of commencement date from January 12, 1942, to 30 days after grant (B5-MP-2471).
- WIIHC—Hampden-Hampshire Corp., Portsmouth, N. H.—Granted license to cover construction permit which authorized a new relay broadcast station (B1-LRE-371).
- WEMS—Westinghouse Radio Stations, Inc., Portsmouth, N. H.—Granted license to cover construction permit which authorized installation of new transmitter and increase in operating power from 15 to 25 watts (B2-LRE-369).
- W45V—Evansville On The Air, Inc., Evansville, Ind.—Granted license to cover construction permit, as modified, which authorized a new high frequency broadcast station (B4-LH-4).
- WHKC—United Broadcasting Co., Columbus, Ohio.—Granted special temporary authority to operate additional time from 10 p. m., EST, to the conclusion of the Louis-Baer heavy-weight championship boxing bout on January 9, 1942, in order to broadcast said bout, only.
- WHCU—Cornell University, Ithaca, N. Y.—Denied request for special temporary authority to operate additional time daily from January 7 to February 5, 1942.
- W75NY—Metropolitan Television, Inc., New York, N. Y.—Granted modification of construction permit for new high frequency broadcast station, for extension of commencement and completion dates from May 6, 1941 and November 6, 1941 to January 1, 1942 and June 30, 1942, respectively (B1-MPH-49).
- WMFJ—W. Wright Esch, Daytona Beach, Fla.—Granted authority to determine operating power by direct measurement of antenna input (B3-Z-1311).
- WMT—Iowa Broadcasting Co., Cedar Rapids, Iowa.—Granted authority to determine operating power by direct measurement of antenna input (B4-Z-1316).
- WPRO—Cherry & Webb Broadcasting Co., Providence, R. I.—Granted authority to determine operating power by direct measurement of antenna input (B1-Z-1324).
- KOD—Albuquerque Broadcasting Co., Albuquerque, New Mexico.—Granted authority to determine operating power by direct measurement of antenna input (B5-Z-1286).
- WINS—Hearst Radio, Inc., New York, N. Y.—Granted authority to determine operating power by direct measurement of antenna input, for special temporary authorization (B1-Z-1289).
- WWSW—Walker & Downing Radio Corp., Pittsburgh, Pa.—Granted construction permit to make changes in auxiliary transmitting equipment (B2-P-2410).
- WMAQ—National Broadcasting Co., Inc., Chicago, Ill.—Granted license to cover construction permit for changes in transmitting equipment (B4-L-1580).
- KFI—Earle C. Anthony, Inc., Los Angeles, Calif.—Granted special temporary authority to operate the 5-KW auxiliary transmitter between the hours of 12 midnight and 6 a. m., PST, daily, for a period not to exceed 30 days, in order to permit necessary servicing of the 50-KW main transmitter.
- WOI—Iowa State College of Agriculture & Mechanic Arts, Ames, Iowa.—Denied request for special temporary authority to operate additional time on January 7, 10, 19, and 31, 1942.
- WRAL—Capitol Broadcasting Co., Inc., Raleigh, N. C.—Granted petition for leave to amend application to request operation on 850 kc., 1 KW night, 5 KW day, unlimited time, on condition that the amendment is filed within 14 days; application removed from Docket.
- KALB—Alexandria Broadcasting Co., Inc., Alexandria, La.—Granted motion for continuance of hearing now set for January 14, 1942, to February 27, 1942, in re application for construction permit to change operation from 1240 kc., 250 watts, unlimited, to 580 kc., 1 KW, unlimited, directional antenna night.
- WMBD—Peoria Broadcasting Co., Peoria, Ill.—Granted petition for leave to intervene in hearing on application of Midstate Radio Corp., Utica, N. Y., for construction permit for new station to operate on 1470 kc., 1 KW, unlimited, using directional antenna day and night.
- WAGE—Sentinel Broadcasting Corp., Syracuse, N. Y.—At request of petitioner, passed petition for leave to intervene in rehearing on application of Durham Radio Corp. (WDNC), Durham, N. C., for construction permit to install new equipment, change from 1490 kc., 250 watts, unlimited, to 620 kc., 1 KW night, 5 KW day, unlimited, using directional antenna day and night; to be brought back up on notice from petitioner.
- WWJ—The Evening News Assn., Detroit, Mich.—Granted petition to postpone hearing date now set for January 16, 1942, to February 24, 1942, in re application of Drovers Journal Publishing Co. (WAAF), Chicago, Ill., to operate on 950 kc., 1 KW, unlimited time, using directional antenna night.
- John R. Crowder, tr/as Dimple Broadcasting Co., Columbia, Tenn.—Granted motion for leave to amend application for construction permit for new station so as to request 1340 kc., 250 watts, unlimited time, on condition that amendment is filed within 2 weeks; removed from hearing docket.
- WHEB—WHEB, Inc., Portsmouth, N. H.—Denied request for extension of special temporary authority to operate additional time from January 7 to not later than February 5, 1942.
- WDOD—WDOD Broadcasting Corp., Chattanooga, Tenn.—Granted special temporary authority to operate unlimited time with power of 5000 watts daytime and 1000 watts nighttime, using transmitter and south tower of antenna

system located on Dixie Highway, State Road 27, 2 miles from city limits, northwesterly direction from Chattanooga, Tenn., for a period not to exceed 30 days, pending completion of construction in accordance with construction permit as modified, provided frequency and modulation monitors are in operation at new site on commencing operation and that transmitter is adjusted to within five cycles of assigned frequency during experimental period.

**K53LA**—Standard Broadcasting Co., Los Angeles, Calif.—Granted special temporary authority to operate commercially on **45300 kc.**, power of 1 KW, special emission for frequency modulation, using temporary antenna, with temporary transmitter located near Lookout Mountain Road, Los Angeles County, Calif., for period not to exceed 30 days, pending completion of construction in accordance with construction permit as modified.

**WCAX**—Burlington Daily News, Inc., Burlington, Vt.—Granted modification of construction permit, as modified, for new transmitter, directional antenna for day and night use, increase in power, changes in frequency and move, for extension of completion date from January 6, 1942, to April 6, 1942.

**KOIN**—KOIN, Inc., Portland, Ore.—Granted special temporary authority to operate main transmitter of Station KALE as a duplicate main transmitter for Station KOIN during the test period from 1 to 6 a. m., for a period not to exceed 30 days, in order to permit necessary servicing of KOIN's transmitter.

**WISN**—Hearst Radio, Inc., Milwaukee, Wisc.—Granted special temporary authority to operate 1 KW auxiliary RCA 1-DA transmitter for a period not to exceed 30 days, pending action on formal application for license.

**WRUF**—University of Florida, Gainesville, Fla.—Denied request for extension of special temporary authority to operate unlimited time for a period beginning January 10, 1942, and ending not later than February 8, 1942.

**Columbia Broadcasting System, Inc., Brentwood, L. I., New York.**—Waived Sec. 4.45 of the rules to permit use of equipment of WCBX, now licensed to CBS, for auxiliary purposes with stations WCBX and WCRC with 10 KW power, pending removal of WCBX and increasing power of latter to required minimum of 50 KW. Permittee is now conducting program tests over WCRC, which has supplanted WCAB. Frequencies involved are **6060, 6120, 6170, 9650, 11830, 15270, 17830, 21520 and 21570 kc.**, sharing time on all with WCRC and WCBX and, in addition, sharing time on **6060 kc.** with KWID.

**KSFO**—The Associated Broadcasters, Inc., San Francisco, Cal.—**KPQ**—Westcoast Broadcasting Co., Wenatchee, Wash.—Denied petition of KSFO for rehearing directed against Commission action of August 22, granting without hearing application of KPQ for construction permit (B5-P-3150) to install new transmitter and antenna, change frequency from **1490 to 560 kc.**, and increase power from 250 watts to 500 watts night, 1 KW day; the Commission on its own motion, modified KPQ's authorization so as to permit use of **560 kc.** with 5 KW power, unlimited time, employing directional antenna day and night to protect KVI, KSFO and KLZ within certain limitations, provided that within 60 days KPQ file application for such modification of its construction permit, and without prejudice to KPQ filing request for special service authorization to operate with 500 watts night 1 KW day, conventional antenna, on **560 kc.**, pending construction of the 5 KW antenna and directional antenna.

**WLBC**—Donald A. Burton, Muncie, Ind.—Granted special temporary authority to move studio to south of Muncie, and operate with studio at new location from January 12 to not later than February 10, 1942, pending filing of formal application for same.

**W1XTG**—Worcester Telegram Publishing Co., Inc., Worcester, Mass.—Granted extension of special temporary authority to operate high frequency broadcast station on **43400 kc.**, 1000 watts, special emission for frequency modulation, maximum band width not over **200 kc.**, from January 28 to not later than March 29, 1942, at Shrewsbury St., Worcester, pending action on application for new FM station.

**W69PH**—WCAU Broadcasting Co., Philadelphia, Pa.—Granted extension of special temporary authority to operate commercially on **46900 kc.**, 10 KW, special emission for frequency modulation, using temporary horizontal half-wave antenna mounted on roof of building, transmitter at 1616

Walnut St., from January 16 to not later than March 1, 1942, pending completion of construction.

**WNBZ**—Upstate Broadcasting Corp., Saranac Lake, N. Y.—Granted special temporary authority to operate additional time January 30, 1942.

**KXA**—American Radio Telephone Co., Seattle, Wash.—Granted extension of special temporary authority to operate with transmitter at Second and Union Streets, Seattle, Wash., in lieu of site specified in existing license, from January 16 to not later than February 14, 1942, on sustaining basis only.

**WHKC**—United Broadcasting Co., Columbus, Ohio.—Granted special temporary authority to operate additional time from 10 p. m., EST, to conclusion of Zivic-Robinson bout on January 16, 1942, in order to broadcast said bout only.

**WDNC**—Durham Radio Corp., Durham, N. C.—Granted motion to continue hearing now set for January 29, 1942, on application for construction permit (Docket 6209); hearing continued until March 30, 1942.

## APPLICATIONS FILED AT FCC

### 550 Kilocycles

**KSD**—The Pulitzer Publishing Co., St. Louis, Mo.—Construction permit to change frequency from **550 to 940 kc.**, increase power from 1 KW night and 5 KW day to 50 KW day and night, install new transmitter and new directional antenna for night use, and change transmitter location from St. Louis, Missouri, to Illinois State Highway No. 159, 4 miles South of Belleville, Illinois, and request that WTAD be transferred from **930 to 550 kc.**, unlimited time. Amended: to request change of transmitter site to 5 miles South of Belleville, Illinois.

### 570 Kilocycles

**KUTA**—Jack Powers, Frank G. Carman, David G. Smith, Grant Wrathall, d/b as Utah Broadcasting Co., Salt Lake City, Utah.—Modification of construction permit (B5-P-2342) as modified, for installation of new transmitter and directional antenna for day and night use, change in frequency, increase in power, and move, requesting changes in directional antenna for day and night use, increase in power to 5 KW day and night, and extension of commencement and completion dates from 9-27-41 and 3-26-42 to 30 days after grant and 180 days thereafter, respectively.

**WSYR**—Central New York Broadcasting Corp., Syracuse, N. Y.—License to use old RCA 1-G transmitter as an auxiliary transmitter, with power of 1 KW, for emergency use only.

### 580 Kilocycles

**WTAG**—Worcester Telegram Publishing Co., Inc., Worcester, Mass.—Construction permit to make changes in directional antenna, for use of FM station, contingent on grant of B1-PH-29.

**WTAG**—Worcester Telegram Publishing Co., Inc., Worcester, Mass.—License to cover operation of 1 KW amplifier of Type 5-D-1 main (5 kw) transmitter, for use as second auxiliary transmitter, power of 1 KW, using directional antenna, for emergency purposes only.

**KMJ**—McClatchy Broadcasting Company, Fresno, Calif.—Construction permit to move transmitter from Ventura at Fowler St., 5½ miles East of Fresno, Calif., to Madera & North Aves., Kerman, Calif., and install directional antenna for day and night use.

**WTAG**—Worcester Telegram Publishing Co., Inc., Worcester, Mass.—License to cover construction permit (B1-P-3019) as modified, for increase in power from 1 KW night and 5 KW day, using directional antenna, to 5 KW, unlimited time, using directional antenna, and make changes in directional antenna for day and night use.

**WTAG**—Worcester Telegram Publishing Co., Inc., Worcester, Mass.—Authority to determine operating power by direct method.

### 680 Kilocycles

**KWK**—Thomas Patrick, Inc., St. Louis, Missouri.—Construction permit to change frequency from **1380 to 680 kc.**, increase power from 1 KW; 5 KW-LS to 50 KW, night, and 50 KW day, install new equipment, and directional antenna for day and night use, move transmitter from Water Works,

Conduit & Logan Sts., St. Louis, Missouri, to 10 miles South of St. Louis, near Bixby, Ill. Amended: to request power of 25 KW night and 50 KW day and make changes in directional antenna.

### 790 Kilocycles

KFQD—Anchorage Radio Club, Inc., Anchorage, Alaska.—Modification of license for increase in hours of operation. Amended: to specify increase in hours of operation from specified hours to unlimited time.

### 930 Kilocycles

WKY—WKY Radiophone Company, Oklahoma City, Okla.—Modification of construction permit (B3-P-3114) for installation of directional antenna and move of transmitter, using power of 5 KW day and night, requesting extension of completion date from 1-20-42 to 7-20-42.

### 1020 Kilocycles

KDKA—Westinghouse Radio Stations, Inc., Pittsburgh, Pa.—Construction permit to make changes in equipment.

### 1030 Kilocycles

KOB—Albuquerque Broadcasting Co., Albuquerque, N. M.—Modification of construction permit (B5-P-2783) for new equipment and increase in power, requesting extension of completion date from 1-31-42 to 4-1-42.

WBZ—Westinghouse Radio Stations, Inc., Boston, Mass.—Construction permit to make changes in transmitting equipment.

NEW—Fred Jones, Mary Eddy Jones, and W. E. Hightower, d/b as Fred Jones Broadcasting Company, Tulsa, Oklahoma.—Construction permit for a new station, on **740 kc.**, 25 KW; 50 KW-LS, unlimited time. Amended to request **1030 kc.**, contingent on station KOB, releasing **1030 kc.**, and make changes in proposed D.A. system, also requesting 50 KW power day and night. Directional antenna to be used at night only.

### 1150 Kilocycles

WISN—Hearst Radio, Inc., Milwaukee, Wisc.—License to cover construction permit (B4-P-3299) to move old licensed transmitter to site of new transmitter, power of 1 KW, for emergency use only.

### 1230 Kilocycles

WCAX—Burlington Daily News, Inc.—Burlington, Vermont.—Modification of construction permit (B1-P-3082) as modified, for move of transmitter, installation of new transmitter, increase in power and change in frequency. Installation of directional antenna for day and night use, requesting extension of completion date from 1-6-42 to 4-6-42.

WITH—The Maryland Broadcasting Co., Baltimore, Md.—Construction permit to install duplicate main transmitter in accordance with provisions, Rule 3.64.

KVOS—KVOS, Inc., Bellingham, Wash.—Special service authorization to operate on **790 kc.**, 250 watts, unlimited time, for period ending 10-1-42.

### 1240 Kilocycles

WPAX—H. Wimpy, Thomasville, Ga.—License to cover construction permit (B3-P-3344) for installation of new transmitter.

NEW—R. O. Hardin & J. C. Buchanan, d/b as Nashville Broadcasting Co., Nashville, Tenn.—Construction permit for a new broadcast station to be operated on **1240 kc.**, 250 watts, unlimited time, facilities of WSIX when vacated. Amended to change name by adding name of J. C. Buchanan and change applicant from an individual to a partnership.

KOCA—Oil Capitol Broadcasting Association, Kilgore, Tex.—Authority to transfer control of corporation from Mrs. Ruth G. Terry & J. E. Neal to Roy G. Terry by transfer of 90 shares of stock.

### 1260 Kilocycles

KGGM—New Mexico Broadcasting Co., Inc., Albuquerque, N. M.—Construction permit to install new transmitter, move transmitter, change frequency from **1260 (NARBA)** to **590 kc.**, increase power from 1 to 5 KW day and night, and install

directional antenna for night use. Amended: re type of transmitter, changes in directional antenna and move of transmitter.

### 1280 Kilocycles

WDSU—WDSU, Incorporated, New Orleans, La.—Construction permit to reinstate assignment covered by B3-P-2923, as modified, for move of transmitter, increase in power from 1 to 5 KW, and installation of new transmitter and directional antenna for day and night use, which expired 12-1-41.

### 1340 Kilocycles

NEW—E. Ogden Driggs & Louise Rust Driggs, d/b as Frankfort Broadcasting Co., Frankfort, Ky.—Construction permit for a new station on **1340 kc.**, 250 watts, unlimited time.

KFRE—J. E. Rodman, Fresno, Calif.—License to cover construction permit (B5-P-3289) for a new broadcast station, requesting change of studio location.

### 1380 Kilocycles

KWK—Thomas Patrick, Inc., St. Louis, Mo.—Modification of construction permit (B4-ML-386) to change power from 1 KW night and 5 KW day to 5 KW day and night and install directional antenna for day and night use, requesting approval of directional antenna for day and night use. Amended: re change in directional antenna.

### 1390 Kilocycles

KCRC—Enid Radiophone Co., Enid, Okla.—License to cover construction permit (B3-P-3402) to reinstate construction permit (B3-P-2810) as modified, for increase in power, installation of new transmitter and directional antenna for day and night use.

KCRC—Enid Radiophone Co., Enid, Okla.—Authority to determine operating power by direct method.

### 1600 Kilocycles

NEW—J. A. Eisele, Fort Worth, Texas.—Construction permit for a new broadcast station to be operated on **1400 kc.**, 250 watts, unlimited time.

WMSL—Tennessee Valley Broadcasting Co., Inc., Decatur, Ala.—Acquisition of control by Mutual Savings Life Insurance Company through purchase of 60 shares (40%) common stock from Clarence H. Calhoun, Jr.

NEW—W. J. Harpole & J. C. Rothwell, a Partnership, Plainview, Tex.—Construction permit for a new broadcast station to be operated on **1400 kc.**, 250 watts, unlimited time.

WCBM—Baltimore Broadcasting Corp., Baltimore, Md.—Construction permit to change frequency from **1400 kc.** to **820 kc.**, increase power from 250 watts to 5 KW, install new transmitter, install directional antenna for day and night use, and change transmitter site.

### 1410 Kilocycles

WING—Great Trails Broadcasting Corp., Dayton, Ohio.—Construction permit to install auxiliary transmitter at Stroop Road, Dayton, Ohio, to be operated with power of 250 watts, for emergency use only.

### 1430 Kilocycles

KWKW—Southern California Broadcasting Co., Pasadena, Calif.—Modification of construction permit (B5-P-3108) for a new station, for change in frequency from **1430 to 830 kc.**, and approval of antenna system, and transmitter site at Southeast cor. of Duarte Road & Vista St., Pasadena, Calif. Amended to omit request for change in frequency. Install directional antenna system.

KTUL—Tulsa Broadcasting Company, Inc., Tulsa, Okla.—Authority to install automatic frequency control equipment.

### 1450 Kilocycles

KFMB—Worcester Broadcasting Corp., San Diego, Calif.—Construction permit to change frequency from **1450 to 1170 kc.**, increase power from 250 watts to 5 KW, install new transmitter and directional antenna for day and night use, and move transmitter from San Diego to Berrytown, California.

NEW—Minor E. Bragg & Robert C. Lipscomb, d/b as Murfreesboro Broadcasting Co., Murfreesboro, Tenn.—Construction permit for a new station on **1450 kc.**, 250 watts, unlimited time.

WCHV—Community Broadcasting Corp., Charlottesville, Va.—Modification of construction permit (B2-P-3349) for new antenna, move of studio and transmitter; requesting extension of commencement and completion dates from 2-16-42 and 8-16-42 to 2-18-43 and 8-18-43, respectively.

#### 1480 Kilocycles

NEW—Associated Broadcasters, Inc., Indianapolis, Ind.—Construction permit for a new station on **1480 kc.**, 100; 250 watts LS, unlimited time. Amended: to request **1210 kc.**, 250 watts daytime hours of operation. Make changes in antenna.

#### 1490 Kilocycles

WOSH—Howard H. Wilson, Oshkosh, Wis.—Modification of construction permit (B4-P-3110) for a new broadcast station, requesting changes in antenna system, move of studio, and extension of commencement and completion dates from 9-29-41 and 3-29-42 to 60 days after grant and 180 days thereafter, respectively.

WOSH—Howard H. Wilson, Oshkosh, Wis.—License to cover construction permit (B4-P-3110) as modified, for a new broadcast station.

WOSH—Howard H. Wilson, Oshkosh, Wis.—Authority to determine operating power by direct method.

KTBI—Tacoma Broadcasters, Tacoma, Wash.—License to cover construction permit (B5-P-3351) for move of transmitter.

NEW—Green Mountain Broadcasting Corp., Inc., Brattleboro, Vt.—Construction permit for a new broadcast station to be operated on **1490 kc.**, 250 watts, unlimited time.

WGKV—Kanawha Valley Broadcasting Co., Charleston, W. Va.—Construction permit to make changes in equipment and increase power from 100 to 250 watts.

#### 1520 Kilocycles

KOMA—KOMA, Inc., Oklahoma City, Okla.—Construction permit to install new transmitter and directional antenna for day and night use, increase power from 5 KW to 25 KW night and 50 KW day, change frequency from **1520 to 690 kc.**, make changes in directional antenna, facilities of KGGF. Amended: to omit request to move, make changes in directional antenna for day and night use, requesting 10 KW power and new type transmitter.

#### FM APPLICATIONS

NEW—The American Network, Inc., New York, N. Y.—Construction permit for a new high frequency broadcast station to be operated on **47900 kc.**; coverage, 8,840 square miles; population, 12,526,151.

W75NY—Metropolitan Television, Inc., New York, N. Y.—Modification of construction permit (B1-PH-52) as modified, for a new high frequency broadcast station, requesting change in type of transmitter.

#### TELEVISION APPLICATIONS

W6XHH—Hughes Tool Co., Los Angeles, Calif.—Modification of construction permit (B5-PVB-62) as modified, for a new television broadcast station, requesting extension of commencement and completion dates from 4-15-41 and 1-15-42 to 1-15-42 and 1-15-43, respectively.

W6XHT—Hughes Tool Co., San Francisco, Calif.—Modification of construction permit (B5-PVB-63) as modified, for a new television broadcast station, requesting extension of commencement and completion dates from 4-15-41 and 1-15-42 to 1-15-42 and 1-15-43, respectively.

WRGB—General Electric Co., Schenectady, N. Y.—License to cover construction permit (B1-PCT-11) for a new commercial television broadcast station.

#### MISCELLANEOUS APPLICATIONS

KFRE—General Electric Co., Schenectady, N. Y.—Authority to determine operating power by direct method.

WCRC—Columbia Broadcasting System, Inc., New York, N. Y.—License to cover construction permit (B1-PIB-26) as modified, for a new international broadcast station.

NEW—David Ashton Brown, Portable-Mobile, Area of Marion, Ohio.—Construction permit for a new Class II Experimental Public Address Relay station to be operated on **31000 kc.**, 1.35 watts power, A3 emission.

WELE—WBNS, Incorporated, Portable-Mobile.—License to reinstate relay broadcast station license which expired 12-1-41.

## 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

The 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.

**Cummer Products Co.**, 170 Varick St., New York, is charged, in a complaint, with misrepresentation in the sale of its white shoe cleaner "Engerine Shoe White." (4667)

**Di-Function Company, Inc.**—A complaint has been issued charging Di-Function Co., Inc., 2233 North Main St., Fort Worth, Tex., with false advertisement in the sale of "Di-Function," advertised as a treatment for diabetes.

According to the complaint, the respondent advertised in periodical and radio matter that its product is an effective treatment which will cure sugar diabetes; that its use will revive the glands of the pancreas so that they will produce sufficient insulin for the body's needs; and that it will cure long-standing, severe cases of sugar diabetes and make possible the resumption of regular diet, the discontinuance of all medicines, and the enjoyment of a normally well and healthy life. (4666)

**Olando Manufacturers**—Misrepresentation of the constituent fiber or material content of sweaters is alleged in a complaint issued against Herbert and Irving Nebenzahl, trading as Olando Manufacturers, 1318 Milwaukee Ave., Chicago. (4664)

**S. Reiffe & Sons, Inc.**, trading as Fairmount Merchandise Co. and Crown Mail Order Co., 160-166 Monroe St., New York, are charged in a complaint with misrepresentation in connection with the sale by mail order of worn and previously used articles of wearing apparel, including dresses, overcoats, men's suits, hats and shoes. (4665)

#### CEASE AND DESIST ORDERS

The Commission last week made public the following cease and desist orders:

**E. R. Davis Prescription Company**—An order has been issued directing E. R. Davis, trading as E. R. Davis Prescription Co., Bellingham, Wash., to cease and desist from disseminating false advertisements concerning the therapeutic value of a medicinal preparation designated "Davis' Formula No. 7895," offered as a cure or remedy for asthma and hay fever. (4289)

**Arthur Jacobson**, Upsala, Minn., school teacher who sells courses in eye treatment, has been ordered to cease and desist from misrepresentations in the sale of his courses and of certain devices for the use of those who follow his instructions. (4466)

**Stephen Rug Mills**—Nathan E. Herzfeld and Saul S. Herzfeld, trading as Stephen Rug Mills, 135 Madison Ave., New York, have been ordered to cease and desist from misleading representations in the sale of rugs. (4222)

## STIPULATIONS

The Commission last week made public the following stipulations:

**Air Associates, Inc.**, Bendix, New Jersey, engaged in the sale and distribution of aircraft products and accessories, including casein glue, has stipulated to discontinue the use on labels or in printed matter, or in any other way, of the word "waterproof" or any words of similar import as descriptive of such glue, and from use of the word "waterproof" in any way which may tend to convey the belief that the product is impervious to water or its effects. (3341)

**Army-Goods Store**—Jack B. and Sylvia S. Davis, trading as Army-Goods Store and Army Store, 123 North Main St., Memphis, Tenn., have made a stipulation to cease employing the word "Army" as part of the trade name used by them in selling in interstate commerce merchandise not procured from the United States Army, and to cease advertising the word "Army" as descriptive of merchandise to be sold unless the word "Army" is used specifically in connection with particular merchandise actually procured from the Army. (3353)

**Belmont Products Co.**, 833 Anthony Wayne Trail, Toledo, Ohio, engaged in the manufacture and sale of tile-type floor covering, has stipulated to cease and desist from representing that the floor covering which it sells as "Belmont Copper Alundum Tile" or any product of similar composition is germicidal or that it will keep floors of dairies, locker rooms, shower rooms, or any other floors germ free; that the organism causing the condition known as Athlete's Foot cannot survive contact with the material, or otherwise representing that it will kill such organism or under usual conditions will prevent the spread of skin infections or of Athlete's Foot; or that the product is fungicidal or that it will prevent or eliminate growth of moss, algae or other forms of fungus in warm, damp places, green houses, conservatories, or elsewhere. (3340)

**Brown Fence & Wire Co.**, Junata St., Cleveland, Ohio, engaged in the mail order sale and distribution of merchandise, including garden hose, has stipulated that it will cease and desist from use of the term "3-Ply" as descriptive of garden hose which is not constructed of three layers of cotton duck, or of the term "5-Ply" as descriptive of garden hose which does not contain five layers of cotton duck; and from use of the word "ply," either alone or in connection with a designated number or numeral, so as to convey the belief to purchasers that the garden hose contains an indicated number of plies, each ply consisting of a separate layer of cotton duck. If the hose has incorporated therein one or more braided reinforcements, and the word "ply" is used to refer to such braided reinforcement, then the word "ply" shall be immediately accompanied by the word "braided" printed in equally conspicuous type so as to indicate clearly that the ply in the hose is braided. (3346)

**Electric Heat Appliance Company**—Madeline K. Tuttle, trading as Electric Heat Appliances Co., Adrian, Mich., has made a stipulation to cease representing that her "Lightning Speed Electric Water Heater" or similar device is so constructed that it can be used constantly without overheating. The respondent also agrees to desist from representing, by statements such as "Complete with 7 feet of Underwriters Approved rubber covered cord and plug," that a cord not in fact suitable for the requirements of

an electric water heater has been approved by Underwriters Laboratories, Inc., or other recognized institution, for such particular purpose, and that such device or any article of similar construction does or can soften water. The respondent further stipulates that she will cease disseminating advertisements which fail to reveal that extreme care must be exercised in the use of her water heating device or any article of similar construction, due to potential fire hazard from overheating and potential shock hazard from careless handling. (3349)

**Father John's Medicine Co., Inc.**, 73 Market St., Lowell, Mass., formerly known as Carleton & Hovey Co., stipulated that it will cease representing "Father John's Medicine" as a remedy or effective treatment for colds or bronchial or throat irritations; as being rich in vitamins other than vitamins A and D and as being capable of increasing one's appetite. The respondent company also agrees to desist from advertising that its preparation will build resistance to bronchial or throat irritations or have any value in the preventive treatment thereof except to supply vitamin A in those instances where the resistance of the body is low due to an insufficient supply of such vitamin in the daily diet. The respondent's stipulation supplements Stipulation 0958 previously accepted by the Commission from Carleton & Hovey, Inc., although Stipulation 0958 remains in full force and effect with the exception of two of its inhibitions. (02935)

**Garden City Publishing Co., Inc.**, Rockefeller Center, New York, engaged in the publication and sale of books, of which one line is designated "Blue Ribbon Books" and another "Halcyon House Edition," has stipulated that, in connection with the sale and distribution of a book designated "High School—Self Taught," or any similar publication, it will cease and desist from certain representations. (3345)

**Gibson Studios, Inc.**, 58 East Washington St., Chicago, engaged in the sale and distribution of photographs, has entered into a stipulation to discontinue use of the words or terms "hand-painted in oils," "hand-paint" or "painted," either alone or in conjunction with other words or terms, to describe colored or tinted photographs or pictures produced from a photographic plate, film, base or impression; and from substituting for an oval shaped picture frame depicted in an advertisement a frame of rectangular shape or differing in any other material respect from the frame so advertised. (3343)

**F. A. Hughes Co., Inc.**, Rochester, N. Y., advertising agency, entered into a stipulation to cease disseminating certain representations concerning "Orangeine," a medicinal preparation offered for the relief of simple pains and aches, headaches and neuralgia, sold by Kemp & Lane, Incorporated, LeRoy, N. Y. The respondent agency agrees to cease disseminating advertisements which fail to reveal that the preparation should not be used in excess of the dosage recommended; that its frequent or continued use may be dangerous, causing collapse or a dependence on the drug acetanilid contained therein; and that it should neither be taken by nor administered to children; provided, however, that the advertisements need only contain the statement, "Caution, use only as directed," if and when the directions, appearing on the label and in the labeling, contain a caution or warning to the same effect. (02933)

**Ben Kalish**, 330 Seventh Ave., New York, engaged in the manufacture and sale of fur garments, has stipulated to cease and desist from advertising, branding, labeling or invoicing fur garments made from kidskin as "Caracul" coats or garments; from use, in advertisements or on labels, tags, brands or otherwise of any designation or representation of any fur which deceptively conceals the true name or nature of the fur, with the tendency and capacity of misleading, or deceiving purchasers; describing furs in any other way than by use of the correct name of the fur as the last word of the description, and when any dye or blend is used in simulating another fur, the true name of the fur appearing as the last word of the description shall be immediately preceded by the word "dyed" or "blended," compounded with the name of the simulated fur, all such descriptive words to be printed in equally conspicuous type and on a single line, as "Silak Seal-Dyed Coney"

or "Silak Beaver-Dyed Coney"; and from use of any trade name such as "Sealine," "Beaver Coney," "Mink-Marmot" or other trade designation in a manner calculated or having the capacity to mislead purchasers or the consuming public as to the character, name, nature or geographical or zoological origin of any fur or fur product or a product made partly of fur, or in any other material respect. (3348)

**Lanzette Laboratories**—Edward A. Hochbaum, trading as Lanzette Laboratories, Annette Lanzette and Lanzette, Merchandise Mart, Chicago, engaged in selling a device for the removal of superfluous hair designated "Lanzette," has stipulated to cease and desist from representing, through use of the words "rid," "gone," "disappeared," "overcome" or similar expressions in connection with the removal of superfluous hair from the body, that the device will permanently terminate the growth of superfluous hair, or otherwise representing a definite termination of hypertrichosis; or that, through the use of the device, one will have a clearer complexion, or otherwise representing that use of the device will have a beneficial effect upon the skin or the appearance of the skin, in excess of a transient glow or ruddiness. (02932)

**Lycoming Hosiery Mills**—Samuel I. Burd, trading as Lycoming Hosiery Mills, 385 Fifth Ave., New York, sales agent for Burdwin Hosiery Mills, with plants located in Pottstown and Williamsport, Pa., and engaged in the sale and distribution of its hosiery products, has stipulated to cease and desist from use of the word "Nylon" in any manner so as to imply that hosiery or other merchandise composed of other materials is woven from Nylon fibers, and from branding, labeling or advertising such product by featuring the word "Nylon," or separation of words or terms to connote different phrases—one applicable to the stocking as a whole and the other to the type of toe thereof—with the capacity, tendency or effect of creating the belief among purchasers that his stocking with only a Nylon elastic toe is actually a Nylon stocking with an elastic toe, or contains any Nylon aside from that in the toe; and from use of the word "Mills" as part of the trade name by which he conducts his individual business of factor or manufacturer's agent, and of the word "Manufacturers" as descriptive of such merchandising business, and from use of other words of similar implication connoting, contrary to the fact, that the customer is dealing directly with the mills wherein such hosiery is manufactured and not with a middleman. (3342)

**Meryle Publishing Company**—Michael Cohen and Frances Cohen, trading as Meryle Publishing Co., 121 West 19th St., New York, engaged in the publication of greeting cards, have stipulated to cease representing that a fragment of stone or other object attached to a greeting card sold by them is a "Blarney Stone" or "a piece of genuine stone from the original Blarney Castle" or "a piece of guaranteed genuine stone from the original Blarney Castle in Dublin, Ireland," or is the Blarney Stone brought by them "to the consumer"; designating as "Blarney Stone" a piece of crude or rough limestone taken from a quarry, or in any way representing that such fragment was a part of the Blarney Stone or has come from the walls of Blarney Castle, or will bring to the possessor the "luck" or other advantages traditionally associated with the historic Blarney Stone; representing that such fragment is guaranteed or that its genuineness has been verified or otherwise confirmed or certified by a United States Consul or by any other person whatsoever, or using any delusive, artful or adroit statement having the capacity or tendency to mislead purchasers or cause the belief that such fragments were actually taken from the real Blarney Stone; representing that an affidavit certifying a shipment of crude limestone as having been quarried from a ledge in Blarney, County Cork, is an affidavit that fragments of such limestone were part and parcel of the specific Blarney Stone embedded in Blarney Castle; and stating that an affidavit regarding such limestone was "signed by" a United States Consul, or referring to an officer of the United States Government in any manner so as to assert, import or imply that he has made an affidavit or has, formally or informally, certified the truthfulness of a statement merely sworn to before him in his official capacity. (3344)

**Model Hat Co.**, 163 North Wabash Ave., Chicago, engaged in the manufacture and sale of women's hats, has stipulated to cease representing that hats composed in whole or in part of used or

second-hand materials are new or are composed of new materials by failure to stamp on the exposed surface of the sweat bands, in conspicuous and legible terms which cannot be removed or obliterated without mutilating the sweat bands, a statement that the products are composed of second-hand or used materials, provided, that if sweat bands are not affixed to such hats then the stamping must appear on the bodies of the hats in conspicuous and legible terms which cannot be removed or obliterated without mutilating the bodies; and to cease representing in any manner that hats made in whole or in part from old, used or second-hand materials are new or are composed of new materials. (3347)

**Mount Airy Knitting Co.**, Mount Airy, N. C., has made a stipulation to cease certain representations in the sale of knitted underwear. According to the stipulation, the respondent featured the name "Dr. Spencer's Sanitary Underwear" in its trade literature and sold products under that brand when in fact no doctor is connected with the respondent's business and its garments are not made under the supervision and advice of a physician, as implied. The respondent agrees to cease employing the abbreviation "Dr." or the word "Doctor," either with or without the name "Spencer," or other word connoting a doctor or physician in connection with or as part of a trade designation for its garments. (3355)

**C. Wendel Muench & Company**—C. Wendel Muench, trading as C. Wendel Muench & Co., 210 East Ohio St., Chicago, an advertising agency, has made a stipulation to cease certain representations in the sale of "Gaines Dog Meal," also known as "Gaines Dog Food" and "Gaines," a product sold by Gaines Food Co., Inc., Sherburne, N. Y. The respondent agency agrees to cease disseminating advertisements representing that Gaines Dog Food will prevent skin troubles in dogs, unless the troubles are of nutritional origin; that Gaines Foods will make pups more true to type, and will reduce feeding costs by 50 per cent or effect any definitely stated percentage savings when compared with other dog foods of similar type. (02934)

**Pennex Products Co., Inc.**, 1639 Forbes St., Pittsburgh, manufacturer of pharmaceuticals, flavoring extracts and toiletries, stipulated to cease representing that purchasers do not pay freight on Pennex merchandise or that merchandise bought for a price which actually includes an undisclosed charge for freight is received by the purchaser without cost of freight. The respondent company further agrees to desist from representing that Pennex merchandise always exceeds rigid Government regulations in its purity and quality; that mineral oil and milk of magnesia which it sells surpasses the United States Pharmacopeia requirements; that its imitation vanilla flavoring is 33⅓ per cent stronger than purported "Federal requirements"; and that absorbent cotton or bandages sold by it will remain sterile after removal from the container. (3352)

**Phillips Secret Service**—Robert B. Phillips, Sr., trading as Phillips Secret Service and as Phillips Secret Service System, 1917 North Kenneth Ave., Chicago, engaged in the sale and distribution of a correspondence school course of instruction in detective training, has stipulated to cease representing that the demand for trained detectives exceeds the supply, or in any other manner overstating the employment opportunities for detectives; from representing that his course of instruction furnishes or provides knowledge comparable to that acquired by years of actual experience, or that the completion of the course will, of itself, qualify a person for a position as a competent detective; from representing that the pay or remuneration received by detectives is in excess of that received by persons in other professions or fields of employment generally, or representing, by means of comparisons or in any other manner, that the customary or regular salary or remuneration received by detectives is in excess of their actual salary or remuneration; and from making other deceptive or misleading statements or representations concerning the character, nature, quality, value or scope of the course of instruction sold or offered for sale by him with a tendency or capacity to mislead or deceive students, prospective students or the public. (3339)

**Seidlitz Paint & Varnish Co.**, 18th and Garfield Sts., Kansas City, Mo., stipulated to cease representing, directly or inferentially,

that the United States Government or any department or agency thereof, has tested its paint or purchased or used it as a result of such tests. The respondent company further agrees to desist from use of the words "Best By Test" or words of similar meaning in any manner so as to imply that the Government has conducted tests of various paints and as a result has determined that the respondent's products are the best of those tested. (3351)

**Staley Milling Co.**, Kansas City, Mo., engaged in selling poultry products designated "Staley Four Bells Growing Mash," "Staley Four Bells Grower Pellets," "Master Growing Pellets," "Master Growing Mash," "Master Chick All Mash," and "Master Chick All Mash Pellets," has stipulated to discontinue representing that any of the products or any combination of them produces chicks of any definite weight or quality within any definite or specified period of time; or enables the user to count upon any definite percentage or proportion in raising chicks. (02931)

**Trugerman & Peck, Inc.**, 305 Seventh Ave., New York, engaged in the manufacture and sale of fur garments, has stipulated to cease and desist from invoicing or otherwise designating or referring to coats or other articles manufactured from the peltries of Bessarabian lambs or other lambs not full breed or pure bred Persians as "Grey Persian Lamb" or "Gray Persian Coat," or as Persian, and from advertising, offering for sale, selling, branding,

or otherwise representing furs as the product of a true species or breed of animals, unless such fur has been obtained from a true species or breed of animals. (3338)

**Western Auto Stores**, operator of a chain of retail stores with headquarters in Kansas City, Mo., stipulated to cease employing the terms "Triple-Plied," "Three-Ply" or "5-Ply" as descriptive of garden hose which is not constructed, respectively, of three or five layers of cotton duck. If, according to the stipulation, the hose has incorporated therein one or more braided reinforcements, and the word "ply" is used to refer to the braided reinforcement in the hose, the word "ply" shall be immediately accompanied by the word "braided" printed in equally conspicuous type so as to indicate clearly that the ply in the hose is braided. (3350)

#### FTC CASE CLOSED

The Federal Trade Commission has closed its case against Terpezone, Incorporated, 738 Washington Blvd., Chicago, which had been charged in a complaint issued by the Commission with misrepresenting the therapeutic value of a device called "Terpezone Generator," which produces a vapor for use in the treatment of various ailments.

The case is closed without prejudice to the right of the Commission to reopen it should future facts so warrant.