

[Contract No. W 535 ac-17349 (4243)]

**SUMMARY OF CONTRACT FOR SUPPLIES**  
**CONTRACTOR: FAIRCHILD AVIATION CORPORATION**

Contract for Cameras, Cone Assemblies, Magazine Assemblies and Data. Amount \$8,019,845.00.

Place: Materiel Division, Air Corps, U. S. Army, Wright Field, Dayton, Ohio.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to the following Procurement Authorities, the available balances of which are sufficient to cover costs of same:

AC 34 P 12-3037 A 0705-01

AC 30 P 85-3022 A 0705-01

This Contract, entered into this December 17, 1940.

*Scope of this contract.* The contractor shall furnish and deliver to the Government Cameras, Cone Assemblies, Magazine Assemblies and Data, for the consideration stated eight million nineteen thousand eight hundred forty five dollars (\$8,019,845.00), in strict accordance with the specifications, schedules and drawings, all of which are made a part hereof.

*Changes.* Where the supplies to be furnished are to be specially manufactured in accordance with drawings and specifications, the contracting officer may at any time, by written order, and without notice to the sureties, make changes in the drawings or specifications, except Federal Specifications. Changes as to shipment and packing of all supplies may also be made as above provided.

*Delays—Damages.* If the contractor refuses or fails to make deliveries of the materials or supplies within the time specified in Article 1, or any extension thereof, the Government may by written notice terminate the right of the contractor to proceed with deliveries or such part or parts thereof as to which there has been delay.

*Payments.* The contractor shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for articles delivered and accepted or services rendered, less deductions, if any, as herein provided. Unless otherwise specified, payments will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or, when requested by the contractor, payments for accepted partial deliveries shall be made whenever such payments would equal or exceed either \$1,000 or 50 percent of the total amount of the contract.

*Termination when contractor not in default.* If, in the opinion of the contracting officer upon the approval of the Secretary of War, the best interests of the Government so require, this contract may be terminated by the Government, even though the contractor be not in default, by a notice in writing relative thereto from the contracting officer to the contractor.

This contract authorized under the provisions of section 1 (a), Act of July 2, 1940.

FRANK W. BULLOCK,  
 Major, Signal Corps,  
 Assistant to the Director of  
 Purchases and Contracts.

[F. R. Doc. 41-771; Filed, February 1, 1941;  
 9:50 a. m.]

**NAVY DEPARTMENT.**

Bureau of Ships.

[Nod-1550]

**SUMMARY OF CONTRACT FOR ADDITIONAL  
 PLANT FACILITIES**

**CONTRACTOR: CRAMP SHIPBUILDING COMPANY,  
 PHILADELPHIA, PENNSYLVANIA**

JANUARY 24, 1941.

Under date of October 29, 1940, the Navy Department entered into a contract with Cramp Shipbuilding Company for the acquisition, construction, and installation of additional plant facilities, at a total estimated cost of \$10,000,000.00, required to rehabilitate and equip the Philadelphia shipyard property of the company to enable it to construct naval vessels now under contract.

Title to the facilities is to be in the company, but it may not, during the life of the contract, mortgage or sell the same. The Department is obligated to reimburse the company for the total cost of the facilities (as determined by a certificate of an independent public accountant to be filed after completion of the facilities) not in excess of \$12,000,000.00, such reimbursement to be made in sixty (60) equal monthly installments beginning after the completion of the facilities.

The contract may be terminated by the Department at any time and upon the happening of certain specified conditions, it may also be terminated by the company. Upon such termination by either party the company has the option of either retaining the facilities by paying the fair value therefor or transferring title thereto to the United States. Upon compliance by the company with either of these options, the Department is required to pay to the company so much of the cost of the facilities as shall not theretofore have been reimbursed by it to the company.

H. WILLIAMS,  
 Acting Chief of Bureau.

[F. R. Doc. 41-762; Filed, February 1, 1941;  
 9:47 p. m.]

**SUMMARIES OF NAVY CONTRACTS FOR THE  
 CONSTRUCTION OF NAVAL VESSELS ON THE  
 BASIS OF COST-PLUS-A-FIXED-FEE.**

JANUARY 27, 1941.

The Navy Department has entered into the following contracts for the construction of naval vessels:

(1) Contract Nod-1432, with the Federal Shipbuilding and Dry Dock Com-

pany, dated July 1, 1940, for the construction of two (2) destroyers at its plant at Kearny, New Jersey, on a cost-plus-a-fixed-fee basis, the estimated cost per vessel, exclusive of the fixed fee of \$545,000.00 per vessel payable to the contractor, being \$7,785,715.00.

(2) Contract Nod-1498, with the Cramp Shipbuilding Company, dated October 29, 1940, for the construction of six (6) light cruisers at its plant at Philadelphia, Pennsylvania, on a cost-plus-a-fixed-fee basis, the estimated cost per vessel, exclusive of the fixed fee of \$1,063,080.00 per vessel payable to the contractor, being \$17,730,000.00.

(3) Contract Nod-1502, with the Seattle-Tacoma Shipbuilding Corporation, dated September 9, 1940, for the construction of five (5) destroyers at its plant at Seattle, Washington, on a cost-plus-a-fixed-fee basis, the estimated cost per vessel, exclusive of the fixed fee of \$329,790.00 per vessel payable to the contractor, being \$5,496,500.00. A change in the contract was authorized on January 18, 1941, adding five (5) destroyers so that ten (10) destroyers are now to be constructed under the contract.

(4) Contract Nod-1504, with the Federal Shipbuilding and Dry Dock Company, dated September 9, 1940, for the construction of two (2) destroyers at its plant at Kearny, New Jersey, on a cost-plus-a-fixed-fee basis, the estimated cost per vessel, exclusive of the fixed fee of \$284,000.00 per vessel payable to the contractor, being \$4,057,100.00.

(5) Contract Nod-1505, with the Federal Shipbuilding and Dry Dock Company, dated September 9, 1940, for the construction of two (2) destroyers at its plant at Kearny, New Jersey, on a cost-plus-a-fixed-fee basis, the estimated cost per vessel, exclusive of the fixed fee of \$308,000.00 per vessel payable to the contractor, being \$4,400,000.00.

(6) Contract Nod-1510, with the Gulf Shipbuilding Corporation, dated September 9, 1940, for the construction of four (4) destroyers at its plant at Chickasaw, Alabama, on a cost-plus-a-fixed-fee basis, the estimated cost per vessel, exclusive of the fixed fee of \$410,191.00 per vessel payable to the contractor, being \$6,836,520.00.

(7) Contract Nod-1511, with the Seattle-Tacoma Shipbuilding Corporation, dated September 9, 1940, for the construction of fifteen (15) destroyers at its plant at Seattle, Washington, on a cost-plus-a-fixed-fee basis, the estimated cost per vessel, exclusive of the fixed fee of \$410,191.00 per vessel payable to the contractor, being \$6,836,520.00.

(8) Contract Nod-1512, with the Consolidated Steel Corporation, Ltd., dated September 9, 1940, for the construction of twelve (12) destroyers at its plant at Orange, Texas, on a cost-plus-a-fixed-fee basis, the estimated cost per vessel, exclusive of the fixed fee of \$410,191.00 per vessel payable to the contractor, being \$6,836,520.00.

(9) Contract Nod-1514, with the Manitowoc Shipbuilding Company, dated

September 9, 1940, for the construction of ten (10) submarines at its plant at Manitowoc, Wisconsin, on a cost-plus-a-fixed-fee basis, the estimated cost per vessel, exclusive of the fixed fee of \$171,000.00 per vessel payable to the contractor, being \$2,850,000.00.

(10) Contract NOD-1515, with the Los Angeles Shipbuilding and Dry Dock Corporation, dated September 9, 1940, for the construction of a repair ship at its plant at San Pedro, California, on a cost-plus-a-fixed-fee basis, the estimated cost of the vessel, exclusive of the fixed fee of \$825,000.00 per vessel payable to the contractor, being \$13,750,000.00.

(11) Contract NOD-1622, with Moore Dry Dock Company, dated December 30, 1940, for the construction of two (2) submarine tenders and five (5) submarine rescue vessels at its plant at Oakland, California, on a cost-plus-a-fixed-fee basis, the estimated cost per vessel for the submarine tenders, exclusive of the fixed fee of \$780,000.00 per vessel payable to the contractor, being \$13,000,000.00, and the estimated cost per vessel for the submarine rescue vessels, exclusive of the fixed fee of \$114,000.00 per vessel payable to the contractor, being \$1,900,000.00.

Each of the above-mentioned contracts contains provisions for the suspension, termination or cancellation of the contract in order to safeguard the Government's interests in the event that the public exigency requires that any such action be taken. An equitable basis for settlement of the contract is provided in the case of each of these contingencies.

The estimated cost and the fixed fee payable to the contractor under each contract are subject to adjustment for changes in the plans and specifications which may be ordered by the Navy Department during the course of construction.

S. M. ROBINSON,  
Chief of Bureau.

[F. R. Doc. 41-766; Filed, February 1, 1941;  
9:48 a. m.]

#### SUMMARIES OF NAVY SUPPLEMENTAL CONTRACTS FOR ADDITIONAL PLANT FACILITIES

JANUARY 27, 1941.

The Navy Department has entered into the following supplemental contracts, under date of September 9, 1940, for the acquisition, construction, and installation of emergency plant facilities required to expedite the construction of naval vessels:

(1) Contract NOD-1533, with the New York Shipbuilding Corporation, at the plant of that corporation at Camden, New Jersey, the total estimated cost thereof being \$10,500,000.00.

(2) Contract NOD-1534, with the Bethlehem Steel Company (Shipbuilding Division), at the plant of that company at Quincy, Massachusetts, the total estimated cost thereof being \$13,427,500.00. A change in the contract was authorized

on January 18, 1941, increasing the total estimated cost to \$17,507,500.00.

(3) Contract NOD-1535, with the Bethlehem Steel Company (Shipbuilding Division), at the plant of that company at Staten Island, New York, the total estimated cost thereof being \$2,706,000.00. A change in the contract was authorized on January 16, 1941, increasing the total estimated cost to \$3,586,000.00.

(4) Contract NOD-1536, with the Bethlehem Steel Company (Shipbuilding Division), at the plant of that company at San Francisco, California, the total estimated cost thereof being \$11,162,000.00. A change in the contract was authorized on January 16, 1941, increasing the total estimated cost to \$12,909,900.00.

(5) Contract NOD-1537, with the Bethlehem Steel Company (Shipbuilding Division), at the plant of that company at Los Angeles, California, the total estimated cost thereof being \$2,756,000.00. A change in the contract was authorized on January 16, 1941, increasing the total estimated cost to \$3,950,000.00.

(6) Contract NOD-1538, with the Federal Shipbuilding and Dry Dock Company, at the plant of that company at Kearny, New Jersey, the total estimated cost thereof being \$5,500,000.00.

(7) Contract NOD-1539, with the Bath Iron Works Corporation, at the plant of that corporation at Bath, Maine, the total estimated cost thereof being \$2,000,000.00.

(8) Contract NOD-1540, with the Newport News Shipbuilding and Dry Dock Company, at the plant of that company at Newport News, Virginia, the total estimated cost thereof being \$14,000,000.00.

(9) Contract NOD-1541, with the Electric Boat Company, at the plant of that company at Groton, Connecticut, the total estimated cost thereof being \$4,600,000.00.

(10) Contract NOD-1542, with the Manitowoc Shipbuilding Company, at the plant of that company at Manitowoc, Wisconsin, the total estimated cost thereof being \$1,000,000.00.

(11) Contract NOD-1543, with the Seattle-Tacoma Shipbuilding Corporation, at the plant of that corporation at Seattle, Washington, the total estimated cost thereof being \$4,600,000.00. A change in the contract is to be recommended, which will increase the total estimated cost to \$5,800,000.00.

(12) Contract NOD-1544, with the Consolidated Steel Corporation, Ltd., at the plant of that corporation at Orange, Texas, the total estimated cost thereof being \$4,600,000.00. A change in the contract was recommended on January 17, 1941, increasing the total estimated cost to \$5,367,400.00.

In each case the contractor will acquire and install the emergency plant facilities subject to supervision by the Navy Department. The costs thereof, as determined by the Compensation Board of the Navy Department, will be paid

by the Government periodically as earned. Title to the facilities will vest in the Government, but the facilities will be operated by the contractor in the construction of naval vessels. The Government may require the contractor to maintain the facilities in repair for a period of five (5) years after the completion of the last naval vessel covered by the construction contracts with the contractor. Subject to such right of the Government, the contractor may, at the completion of the last naval vessel covered by the construction contracts, purchase the facilities at their then fair value. The emergency plant facilities contracts are subject to suspension, termination or cancellation at the option of the Government.

S. M. ROBINSON,  
Chief of Bureau.

[F. R. Doc. 41-765; Filed, February 1, 1941;  
9:47 a. m.]

#### SUMMARIES OF NAVY CONTRACTS FOR THE CONSTRUCTION OF NAVAL VESSELS ON THE BASIS OF FIXED PRICE ADJUSTED FOR LABOR AND MATERIAL

JANUARY 27, 1941.

The Navy Department has entered into the following contracts for the construction of naval vessels:

(1) Contract NOD-1430, with the Federal Shipbuilding and Dry Dock Company, dated July 1, 1940, for the construction of two (2) destroyers at Kearny, New Jersey, at a contract price of \$10,544,000.00.

(2) Contract NOD-1431, with the Bethlehem Steel Company, dated July 1, 1940, for the construction of two (2) destroyers at San Francisco, California, at a contract price of \$11,954,000.00.

(3) Contract NOD-1433, with the Federal Shipbuilding and Dry Dock Company, dated July 1, 1940, for the construction of six (6) destroyers at Kearny, New Jersey, at a contract price of \$42,958,200.00.

(4) Contract NOD-1434, with the Bath Iron Works Corporation, dated July 1, 1940, for the construction of six (6) destroyers at Bath, Maine, at a contract price of \$40,879,200.00.

(5) Contract NOD-1435, with the Bethlehem Steel Company, dated July 1, 1940, for the construction of two destroyers at Staten Island, New York, N. Y., at a contract price of \$14,862,000.00.

(6) Contract NOD-1436, with the Electric Boat Company, dated July 1, 1940, for the construction of thirteen (13) submarines at Groton, Connecticut, at a contract price of \$36,335,000.00.

(7) Contract NOD-1437, with the New York Shipbuilding Corporation, dated July 1, 1940, for the construction of three (3) light cruisers at Camden, New Jersey, at a contract price of \$55,973,400.00.

(8) Contract NOD-1438, with the Newport News Shipbuilding and Dry Dock Company, dated July 3, 1940, for

the construction of two (2) light cruisers at Newport News, Virginia, at a contract price of \$38,545,000.00.

(9) Contract NOD-1439, with the Bethlehem Steel Company, dated July 1, 1940, for the construction of four (4) light cruisers at Quincy, Massachusetts, at a contract price of \$74,292,000.00.

(10) Contract NOD-1440, with the Bethlehem Steel Company, dated July 1, 1940, for the construction of four (4) heavy cruisers at Quincy, Massachusetts, at a contract price of \$94,472,000.00.

(11) Contract NOD-1441, with the New York Shipbuilding Corporation, dated July 1, 1940, for the construction of a large seaplane tender at Camden, New Jersey, at a contract price of \$14,260,500.00.

(12) Contract NOD-1442, with the Newport News Shipbuilding and Dry Dock Company, dated July 3, 1940, for the construction of three (3) aircraft carriers at a contract price of \$130,986,000.00.

(13) Contract NOD-1490, with the Newport News Shipbuilding and Dry Dock Company, dated September 9, 1940, for the construction of one (1) aircraft carrier at Newport News, Virginia, at a contract price of \$42,725,000.00.

(14) Contract NOD-1491, with the Bethlehem Steel Company, dated September 9, 1940, for the construction of four (4) aircraft carriers at Quincy, Massachusetts, at a contract price of \$191,200,000.00.

(15) Contract NOD-1492, with the New York Shipbuilding Corporation, dated September 9, 1940, for the construction of six (6) large cruisers at Camden, New Jersey, at a contract price which will be the subject of negotiation between the Navy Department and the contractor when sufficient information becomes available on which to make a satisfactory estimate of cost. The amount of the contract shall be subject to adjustment as hereinafter indicated.

(16) Contract NOD-1493, with the Bethlehem Steel Company, dated September 9, 1940, for the construction of four (4) heavy cruisers at Quincy, Massachusetts, at a contract price of \$94,472,000.00.

(17) Contract NOD-1494, with the New York Shipbuilding Corporation, dated September 9, 1940, for the construction of four (4) light cruisers at Camden, New Jersey, at a contract price of \$74,631,200.00. A change in the contract has been authorized, adding two (2) light cruisers, and, thereby, increasing the contract price to \$111,946,800.00.

(18) Contract NOD-1495, with the Newport News Shipbuilding and Dry Dock Company, dated September 9, 1940, for the construction of two (2) light cruisers at Newport News, Virginia, at a contract price of \$38,545,000.00.

(19) Contract NOD-1496, with the Bethlehem Steel Company, dated September 9, 1940, for the construction of two (2) light cruisers at Quincy, Massa-

chusetts, at a contract price of \$37,146,000.00.

(20) Contract NOD-1497, with the Federal Shipbuilding and Dry Dock Company, dated September 9, 1940, for the construction of five (5) light cruisers at Kearny, New Jersey, at a contract price of \$96,000,000.00. A change in the contract has been authorized, canceling two (2) light cruisers, and, thereby, decreasing the contract price to \$58,620,000.00.

(21) Contract NOD-1499, with the Bethlehem Steel Company, dated September 9, 1940, for the construction of four (4) light cruisers at San Francisco, California, at a contract price of \$58,780,000.00.

(22) Contract NOD-1500, with the Federal Shipbuilding and Dry Dock Company, dated September 9, 1940, for the construction of eight (8) destroyers at Kearny, New Jersey, at a contract price of \$43,032,000.00.

(23) Contract NOD-1501, with the Bethlehem Steel Company, dated September 9, 1940, for the construction of two (2) destroyers at Staten Island, New York, N. Y., at a contract price of \$11,954,000.00.

(24) Contract NOD-1503, with the Federal Shipbuilding and Dry Dock Company, dated September 9, 1940, for the construction of five (5) destroyers at Kearny, New Jersey, at a contract price of \$36,800,000.00.

(25) Contract NOD-1506, with the Bath Iron Works Corporation, dated September 9, 1940, for the construction of eleven (11) destroyers at Bath, Maine, at a contract price of \$74,943,000.00. A change in the contract has been authorized, adding six (6) destroyers and, thereby, increasing the contract price to \$115,821,000.00.

(26) Contract NOD-1507, with the Bethlehem Steel Company, dated September 9, 1940, for the construction of eight (8) destroyers at Staten Island, New York, N. Y., at a contract price of \$59,448,000.00. A change in the contract has been authorized, canceling three (3) destroyers and, thereby, decreasing the contract price to \$37,155,000.00.

(27) Contract NOD-1508, with the Bethlehem Steel Company, dated September 9, 1940, for the construction of eighteen (18) destroyers at San Francisco, California, at a contract price of \$136,512,000.00. A change in the contract has been authorized, canceling two (2) destroyers and, thereby, decreasing the contract price to \$121,344,000.00.

(28) Contract NOD-1509, with the Bethlehem Steel Company, dated September 9, 1940, for the construction of six (6) destroyers at San Pedro Yard, Los Angeles, California, at a contract price of \$45,504,000.00. A change in the contract has been authorized, canceling two (2) destroyers and, thereby, decreasing the contract price to \$30,336,000.00.

(29) Contract NOD-1513, with the Electric Boat Company, dated September 9, 1940, for the construction of twenty-

five (25) submarines at Groton, Connecticut, at a contract price of \$69,125,000.00.

(30) Contract NOD-1532, with the Newport News Shipbuilding and Dry Dock Company, dated September 9, 1940, for the construction of three (3) aircraft carriers at Newport News, Virginia, at a contract price of \$138,375,000.00.

(31) Contract NOD-1575, with the Defoe Boat and Motor Works dated November 5, 1940, for the construction of four (4) mine sweepers at Bay City, Michigan, at a contract price of \$6,310,000.00.

Each of the above-mentioned contracts contains provisions for the suspension, termination or cancellation of the contract in order to safeguard the Government's interests should the public exigency require such action. An equitable basis for settlement of the contract is provided in the case of each of these contingencies. In the event of termination due to fault of the contractor, the Government may complete the vessels for the account of the contractor.

The contract prices provided for in the above-mentioned contracts are subject to adjustment in accordance with changes in indices of wages and materials prices, and are subject to adjustment for changes in the plans and specifications which may be ordered by the Navy Department during the course of construction.

S. M. ROBINSON,  
Chief of Bureau.

[F. R. Doc. 41-761; Filed, February 1, 1941; 9:46 a. m.]

[NOD-1567]

SUMMARY OF CONTRACT FOR SEAPLANE  
TENDERS

CONTRACTOR: LAKE WASHINGTON SHIPYARDS  
AND PACIFIC CAR AND FOUNDRY CO.,  
HOUGHTON, WASHINGTON

JANUARY 29, 1941.

Under date of December 6, 1940, the Navy Department entered into a contract with Lake Washington Shipyards and Pacific Car and Foundry Co. for the construction of six (6) small seaplane tenders at their plants at Houghton, Washington, on a cost-plus-a-fixed-fee basis, the estimated cost per vessel, exclusive of the fixed fee of \$240,000.00 per vessel payable to the contractor, being \$4,000,000.00.

The above-mentioned contract contains provision for the suspension, termination or cancellation of the contract in order to safeguard the Government's interest in the event that the public exigency requires that any such action be taken. An equitable basis for settlement of the contract is provided in the case of each of these contingencies.

The estimated cost and the fixed fee payable to the contractor under the contract is subject to adjustment for changes in the plans and specifications which

may be ordered by the Navy Department during the course of construction.

S. M. ROBINSON,  
Chief of Bureau.

[F. R. Doc. 41-763; Filed, February 1, 1941;  
9:47 a. m.]

[NOd-1655]

SUMMARY OF CONTRACT FOR MACHINERY FOR  
MINESWEEPERS

CONTRACTOR: AMERICAN LOCOMOTIVE COM-  
PANY, AUBURN, NEW YORK

JANUARY 29, 1941.

Under date of December 6, 1940, the the Navy Department entered into a contract with American Locomotive Company for the construction of propelling machinery for nine (9) minesweepers, at Auburn, New York, at a total contract price of \$5,299,890.00 or a contract price of \$588,874.00 for the first set and a contract price of \$588,877.00 for the remaining sets of machinery.

The contract provides for the suspension, termination, or cancellation of the contract in order to safeguard the Government's interest should the public exigency require such action. An equitable basis for settlement of the contract is provided in the case of each of these contingencies. In the event of termination due to fault of the contractor, the Government may complete the construction of the machinery for the account of the contractor.

The contract price is subject to adjustment for variations in cost due to approved overtime and/or shift work, and changes in the plans and specifications which may be ordered by the Navy Department during the course of construction. The contract provides for the payment by the contractor of liquidated damages for late delivery.

S. M. ROBINSON,  
Chief of Bureau.

[F. R. Doc. 41-764; Filed, February 1, 1941;  
9:47 a. m.]

DEPARTMENT OF THE INTERIOR.

Bituminous Coal Division.

[Docket No. A-408]

PETITION OF DISTRICT BOARD NO 1 FOR THE ESTABLISHMENT OF PRICE CLASSIFICATIONS AND MINIMUM PRICES FOR THE COALS OF CERTAIN MINES NOT HERETOFORE CLASSIFIED AND PRICED, PURSUANT TO SECTION 4 II (d) OF THE BITUMINOUS COAL ACT OF 1937

[Docket No. A-281]

PETITION OF L. DEWEY YOMMER, A CODE MEMBER OF DISTRICT NO. 1, FOR ADDITIONAL CLASSIFICATIONS IN SIZE GROUPS AND THE ESTABLISHMENT OF MINIMUM PRICES FOR CERTAIN COALS OF THE SAME MINE (MINE INDEX NO. 456), PURSUANT TO SECTION 4 II (d) OF THE BITUMINOUS COAL ACT OF 1937

ORDER SEVERING CAPTIONED DOCKETS, AND DISMISSING DOCKET NO. A-201

The above-captioned matters having been heretofore duly consolidated and called on January 10, 1941, for a hearing before W. A. Cuff, the duly designated Trial Examiner of the Division, pursuant to orders hereinbefore entered and due notice thereof heretofore given; and

No one having appeared at said hearing on behalf of the petitioner in the matter designated Docket No. A-281; and

It appearing that the original petition and the petition of one John Hersker to amend such original petition and each of them filed in Docket No. A-281 are fatally deficient both as to form and substance; therefore, on motion of the Director,

It is ordered, That the above-entitled matters in Dockets Nos. A-408 and A-281 be and the same are hereby severed; and

It is further ordered, That said original petition and said petition of John Hersker to amend said original petition filed in Docket No. A-281 be and the same are hereby dismissed without prejudice to the rights of the original petitioner and of said John Hersker to obtain the relief by them therein sought in any other proceeding, now pending or which may hereinafter be instituted before this Division.

Dated: January 30, 1941.

[SEAL] H. A. GRAY,  
Director.

[F. R. Doc. 41-743; Filed, January 31, 1941;  
12:17 p. m.]

[Docket No. A-454]

PETITION OF DISTRICT BOARD 3 FOR REVISION OF THE EFFECTIVE MINIMUM PRICES FOR THE COALS OF DISTRICT NO. 3 FOR ALL-RAIL SHIPMENTS TO CERTAIN DESTINATIONS IN MARKET AREAS 11, 12 AND 13, PURSUANT TO SECTION 4 II (d) OF THE BITUMINOUS COAL ACT OF 1937

ORDER GRANTING SPECIAL AND LIMITED RELIEF FROM TEMPORARY ORDER

On December 26, 1940, an order was issued in the above-entitled matter, granting temporary relief by increasing in the amount of 7½ cents per ton the effective minimum prices of coal from Districts Nos. 2, 3, 4 and 6 for shipment ex-river via Colona and Conway, Pennsylvania. Following the effective date of this order, but before receiving notice thereof, the Sitnek Fuel Company, acting as sales agent for the Mona Mine of the Arkwright Coal Company, a code member in District No. 3, shipped two barges of ¾" slack coal to the Cleveland Electric Illuminating Company at Cleveland, Ohio. Upon being notified of the temporary order above referred to, the latter company cancelled all unplaced barges originally intended for the Sitnek Fuel Company. The Sitnek Fuel Company has filed a verified application for permission to invoice the contents of the two barges shipped after entry of the

temporary order at the previously effective minimum price of \$1.61 per net ton.

There appearing good and sufficient cause therefor,

It is ordered, That the Sitnek Fuel Company be permitted to invoice the contents of Barges Nos. 399 and MC-104, shipped to the Cleveland Electric Illuminating Company between December 26, 1940, and January 2, 1941, at the minimum price for such coal which was effective prior to the order dated December 26, 1940, granting temporary relief in Docket No. A-454.

Dated: January 30, 1941.

[SEAL] H. A. GRAY,  
Director.

[F. R. Doc. 41-744; Filed, January 31, 1941;  
12:17 p. m.]

[Docket No. A-473]

PETITION OF McLAREN COAL COMPANY, DISTRICT 10, FOR A REDUCTION IN MINIMUM PRICES IN SIZE GROUPS 1-16, 26 AND 27

MEMORANDUM OPINION AND ORDER GRANTING TEMPORARY RELIEF

This proceeding was instituted upon an original petition filed with this Division by the McLaren Coal Company, a code member in District No. 10, on December 10, 1940. The petition prays for the issuance of temporary and final orders reducing the effective minimum f. o. b. prices for the coals of the McLaren Mine (Mine Index 94) in Size Groups 1-16, 26 and 27, in the amounts necessary to permit the McLaren coals to deliver at destination at a parity with the Belleville Middle Grade coals, Price Groups 17 and 18 of District 10. Specifically the requested reductions for shipment to Market Area 29 (Chicago) are as follows:

Size Groups—

1	2	3	4	5	6	7	8	9
.35	.40	.45	.40	.40	.40	.35	.40	.45

Size Groups—

10	11	12	13	14	15	16	26	27
.40	.40	.40	.45	.45	.25	.20	.45	.45

Due to variations in freight rate structures, the requested reductions to other market areas are slightly different.

An informal conference regarding the temporary relief requested in the original petition was held on December 23, 1940, at the Abraham Lincoln Hotel, Springfield, Illinois, upon telegraphic notice to interested parties. Appearances at the conference were noted by the McLaren Coal Company, District Board 10, and the following Code Members in District 10: Franklin County Coal Company, Old Ben Coal Company, Bell & Zoller Coal & Mining Company, Chicago, Wilmington & Franklin Coal Company, Peabody Coal Company, Truax-Traer Coal Company, United Electric Coal Company, Pyramid Coal Company, Southwestern Illinois Coal Corporation and Midvale Coal Company.

The prices established for the McLaren Mine in General Docket No. 15 for the