

NATIONAL RECOVERY ADMINISTRATION

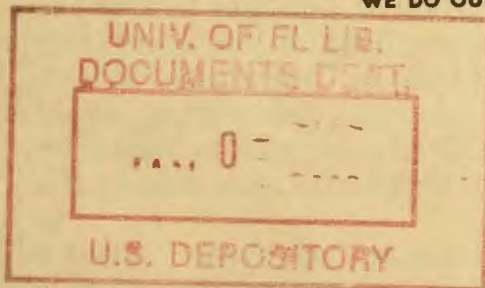
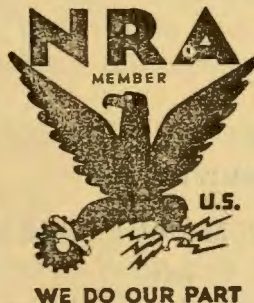
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PROPOSED CODE OF FAIR COMPETITION

FOR THE

MARKING DEVICES INDUSTRY

AS REVISED FOR PUBLIC HEARING



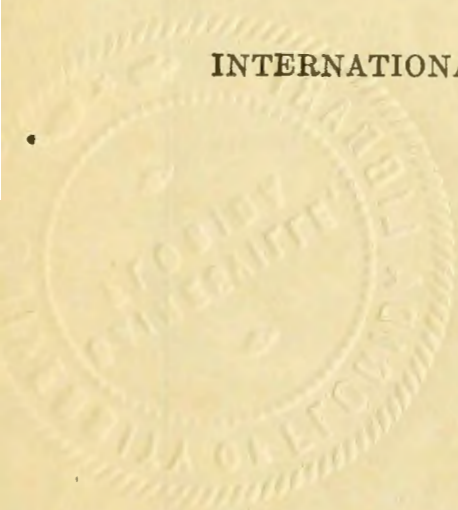
The Code for the Marking Devices Industry  
in its present form merely reflects the proposal of the above-mentioned  
industry, and *none of the provisions contained therein are  
to be regarded as having received the approval of  
the National Recovery Administration  
as applying to this industry*

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UNITED STATES  
GOVERNMENT PRINTING OFFICE  
WASHINGTON : 1933

SUBMITTED BY  
INTERNATIONAL STAMP MANUFACTURERS ASSOCIATION

(II)



# PROPOSED CODE OF FAIR COMPETITION FOR THE MARKING DEVICES INDUSTRY

(As Revised 9/2/33)

## ARTICLE I—PURPOSE OF THE CODE

To effectuate the policy of Title I of the National Industrial Recovery Act, during the period of the emergency, by reducing and relieving unemployment, improving the standards of labor, eliminating competitive practices destructive of the interests of the public, employees and employers, and otherwise rehabilitating the marking devices industry and by increasing the consumption of industrial and agricultural products by increasing purchasing power, and in other respects, the following provisions are established as a code of fair competition for the marking devices industry.

## ARTICLE II—DEFINITIONS

As used herein the term "marking devices industry" is defined to mean the manufacture and production of any or all of the general classes of articles as listed in Schedule A annexed to this code, or any part or parts of any one or more of such articles, and the distribution of such articles and/or such parts by the manufacturer.

The term "employer" as used herein includes every person (whether individual, partnership, association or corporation) who is engaged in production of any or all of the articles as listed in Schedule A annexed to this code, or any part or parts of any one or more of such articles.

The term "employee" as used herein shall include all persons employed in the conduct of any phase of the Marking Devices Industry, (except as hereinafter specifically excluded) and shall include all proprietors, supervisors, and foremen, when doing productive or mechanical work.

The term "association" as used herein shall mean the International Stamp Manufacturers Association.

The term "member of the industry" includes any manufacturer, wholesaling and/or retailing, who shall be subject to this Code.

The term "member of the Code" includes any member of the Industry who shall have expressly signified assent to this Code.

## ARTICLE III—HOURS

SECTION 1. No employee shall work or be permitted to work in excess of five hundred twenty (520) hours in any thirteen (13) week period (average forty (40) hours per week) nor in excess of forty-eight (48) hours in any one week, nor in excess of eight (8) hours in any one day.

SEC. 2. There shall be no limitation on the maximum number of hours for which a watchman may be employed for a period of three

months after the effective date of this Code. On or before the end of this period the Code Authority shall submit to the Administrator for his approval a schedule of wages and hours to govern the employment of watchmen.

SEC. 3. The maximum hours fixed in the foregoing section (1) shall not apply to—

(a) Emergency maintenance and repair shop crews, or outside sales force;

(b) Engineers, electricians, firemen, designers, draftsmen, shipping crews, and truck or delivery wagon employees; but provided further, that all such employees shall be paid at the rate of time and one-third for all hours per week over forty.

(c) Executives, and supervisory staff receiving more than \$35.00 per week except when doing productive or mechanical work.

SEC. 4. No employee shall work or be permitted to work for a total number of hours in excess of the number of hours prescribed, whether employed by one or more employers.

#### ARTICLE IV—WAGES

SECTION 1. No employee shall be paid at less than the rate of thirteen (\$13.00) dollars per week of forty (40) hours, except as provided in Section 2 of this Article; provided, however, that where a State law provides a higher minimum wage, no person employed within that state shall be paid a wage lower than that required by such State law.

SEC. 2. (a) Learners in either factory or office during the first year's apprenticeship shall be paid not less than eighty (80) percent of the minimum wage, and during the second year's apprenticeship shall be paid not less than ninety (90) percent of the minimum wage. In subsequent years they shall be paid not less than the full minimum wage. Each plant and each office shall be entitled to at least one learner, but learners shall not exceed in number one learner to each six other employees.

(b) Foot or bicycle messengers needed to call for orders and/or to deliver finished product shall be paid not less than eighty (80) percent of the minimum wage, but no such employee shall engage in any productive or mechanical work.

SEC. 3. The provisions for a minimum wage in this Code establish a guaranteed minimum rate of pay per hour of employment regardless of whether the employee's compensation is otherwise based on a time rate or on a piecework performance.

#### ARTICLE V—CHILD LABOR

No person under sixteen (16) years of age shall be employed in the Marking Devices Industry except that persons between 14 and 16 years of age may be employed (but not in productive or mechanical work) for not to exceed 3 hours per day and those hours shall be between 7 a.m. and 7 p.m. and such as not to interfere with hours of day school. Provided, however, that where State law provides a higher minimum age, no person below the age specified by such State Law shall be employed within that State.

## ARTICLE VI—ADMINISTRATION

SECTION 1. *Divisions of the Industry.*—For the purpose of administering this code, the Industry shall be divided into the divisions as set forth below. Each division may be independent and self-governing with respect to all conditions and problems relating exclusively to the said division, subject to the approval of the Code Authority and the Administrator. Proposals in respect to matters affecting more than one division may be initiated by any division affected, and shall be submitted for consideration to the Code Authority of the Industry hereinafter described; and, with the approval of the Administrator, its determination shall be binding upon the proposing divisions and all other divisions affected thereby.

The following constitute the divisions of the Marking Devices Industry:

Rubber Stamps.	Rubber Printing Dies—Moulded and Cut.
Seals.	
Pressed Metal Plates and Signs.	Brass Stamps, Brass Dies, and Milled Brass Signs.
Steel Stamps, Steel Dies, and Burning Brands.	Stencils.
Checks, Badges, and Stamped Plates.	Merchandise Sundries.

SEC. 2. *Division Committees.*—Each of the above-named divisions, and any others which may subsequently be formed within the Industry may by a fair method of selection set up a Division Committee, subject to the approval of the Code Authority and the Administrator, consisting of not more than five members, which committees shall, subject to the approval of the Administrator, administer the provisions of the general code of the Industry, secure adherence thereto, consider proposals for amendments thereof and exceptions thereto, hear and adjust complaints, and otherwise carry out within the division the purposes of the National Industrial Recovery Act, as set forth in this code.

SEC. 3. *Code Authority.*—The Code Authority for the Marking Devices Industry shall consist of a National Committee for the Marking Devices Industry which is constituted herein as a planning and fair practice agency to cooperate with the Administrator in the administration of this Code.

(a) *Members.*—The National Committee of the Marking Devices Industry shall be composed of not less than seven members, who shall be nominated by the Board of Directors of the International Stamp Manufacturers Association and appointed by the Administrator. This Committee shall, in the same manner, be augmented from time to time with due regard to full and true representation of the industry. This National Committee shall meet and organize immediately after appointment.

(b) *Quorum.*—Two-thirds of the National Committee, present after due notice, and ample travel time, shall constitute a quorum, and a majority of the members present shall constitute a vote on any matters before the Committee.

(c) *Powers and Duties.*—The National Committee of the Marking Devices Industry shall be the general planning and coordinating agency for the Industry. Subject to the approval of the Adminis-

trator, its members shall be empowered to act conclusively in all matters before the Committee and within its jurisdiction.

Subject to the approval of the Administrator, the National Committee shall have powers and duties as provided herein, subject to the approval of the Administrator, the National Committee shall:

(1) From time to time require such reports from the members of the Industry as in its judgment may be necessary to adequately provide for the administration of, and to enforce the provisions of, this code;

(2) Upon complaint of interested parties or upon its own initiative, make such inquiry or investigation of the operation of this code, as may be necessary; and

(3) Make rules and regulations necessary for the administration and enforcement of this Code. The Committee may delegate any of its authority to Division Committees or other special committees or such officers or agencies as it shall determine, and which are permitted under the Act.

SEC. 4. *Executive Committee*.—An Executive Committee, consisting of three members of the National Committee, chosen by the National Committee, shall carry out, under the provisions of this code, the instructions of the National Committee.

#### ARTICLE VII—ADMINISTRATION AND PARTICIPATION

SECTION 1. The Code Authority of the International Stamp Manufacturers Association, now situated at 431 South Dearborn Street, Chicago, Illinois, is hereby constituted the administrative agency in cooperation with the Administrator in accordance with the provisions of this Code.

SEC. 2. Any employer in the Marking Devices Industry may participate in the endeavors of the Code Authority of the International Stamp Manufacturers Association relative to the revisions or additions to this Code by accepting the proper pro rata share of the cost and responsibility of creating and administering it, either by becoming a member of said Association or by paying to it an amount equal to the dues from time to time provided to be paid by a member in like situation of the International Stamp Manufacturers Association.

#### ARTICLE VIII—DURATION, MODIFICATION, AND CANCELLATION

SECTION 1. *Effective date*.—This Code of Fair Competition shall become effective ten (10) days after it shall be approved by the President of the United States.

SEC. 2. *Cancellation or Modification of Government Approval*.—This Code and all the provisions thereof are expressly made subject to the right of the President, in accordance with the provisions of Clause 10 (b) Title I of the National Industrial Recovery Act, from time to time to cancel or modify any order, approval, license, rule, or regulation, issued under Title I of said Act, and specifically to the right of the President to cancel or modify his approval of this Code or any conditions imposed by him upon his approval thereof.

## ARTICLE IX—LABOR PROVISIONS

Employers in the Marking Devices Industry shall comply with the requirements of the National Industrial Recovery Act as follows:

(1) That employees shall have the right to organize and bargain collectively through representatives of their own choosing, and shall be free from the interference, restraint, or coercion of employers of labor, or their agents, in the designation of such representatives or in self-organization or in other concerted activities for the purpose of collective bargaining or other mutual aid or protection;

(2) That no employee and no one seeking employment shall be required as a condition of employment to join any company union or to refrain from joining, organizing, or assisting a labor organization of his own choosing; and

(3) That employers shall comply with the maximum hours of labor, minimum rates of pay, and other conditions of employment, approved or prescribed by the President.

## ARTICLE X—COSTS

SECTION 1. Prices of all products shall be based upon accurate and known costs, as established by an adequate cost-finding system, which shall be open to inspection at reasonable times by authorized nonmember representatives of the International Stamp Manufacturers Association.

SEC. 2. No manufacturer in the Marking Devices Industry shall, except as provided in Section 3 of this Article, sell any products, merchandise, or service at prices below a cost which shall include all materials, labor, and all expenses in connection with procuring, processing, producing, marketing, and distributing of such products, merchandise, or service plus all other expenses incidental and necessary to the continuous conduct of his business as determined in accordance with the cost-finding system provided for in Section 1 of this Article.

SEC. 3. Dropped lines, sometimes designated as "close-outs", may be disposed of under such rules and regulations as may be recommended by the Committee of each Division, and approved by the National Committee and the Administrator.

SEC. 4. Each manufacturer in the Marking Devices Industry shall, ten (10) days prior to the effective date of his price list to the trade, file with the Association net current price lists or price list and discount sheets, as the case may be, for stock or merchandise sundry products, and costing and pricing formulas for made-to-order goods and services.

SEC. 5. Revised price lists of each and every item of stock or merchandise sundry products with or without discounts thereon and/or costing and pricing formulas for made-to-order goods shall, ten (10) days prior to the effective date of the revised price list and/or formula, be filed from time to time thereafter with the Association.

SEC. 6. No manufacturer shall sell directly or indirectly or through his dealers, by any means whatsoever, any stock or merchandise sundry product of the industry at a price lower or at a discount greater, or on more favorable terms of payment than those provided in his current net price list or price list and discount sheets on file,

nor sell any made-to-order product of this industry or services at a price lower than that determined by the current costing and pricing formula on file.

#### ARTICLE XI—STATISTICS

When and as determined by the National Committee of the Industry, on written notice from the said committee, all members of the Industry shall promptly forward to and file with the Executive Secretary of the Association, or such agency as the National Committee may designate, such statistical data and information as may be determined necessary to the preparation of the schedules listed under this agreement or necessary to effectuate the declared policy and provisions of this code and/or of the National Industrial Recovery Act.

In the same manner the said Committee shall decide as to what schedules, lists, or studies shall be compiled for the purposes of the Association and the Industry as a whole and how and when any of this material and information shall be distributed to the members of the Industry. And it shall be provided that the individual figures of the respective members of the Industry shall not be disclosed and shall be treated as strictly confidential by the Executive Secretary or other agency of the Association.

#### ARTICLE XII—BUSINESS ETHICS

SECTION 1. *Prices.*—a. This industry, recognizing the manufacturer's right to safeguard his assets and protect the standing of his products, established through advertising and other promotional effort, declares in favor of the resale price maintenance policy, such prices to include a fair profit to manufacturer and dealers.

b. Offering merchandise for sale at a price reduced from a marked-up or fictitious price constitutes a violation of this code.

c. The practice of giving special discounts, gratuities, or other merchandise at a price below a scheduled sale price as an inducement to purchase any commodity or commodities constitutes a violation of this code.

d. The secret payment or allowance of rebates, refunds, commissions, credits, or unearned discounts, whether in the form of money or otherwise; or secretly extending to certain purchasers special services or privileges not extended to all purchasers, under like terms and conditions, constitutes a violation of this code.

e. No manufacturer shall discriminate as between purchasers of the same quantity or the same class.

SEC. 2. *Terms of Payment.*—a. The standard maximum cash discount terms for payment of products bought from manufacturers, jobbers, or retailers in the Marking Devices Industry are hereby declared to be 2% 10 days, net 30 days, E.O.M. This shall be taken to mean that for any products purchased and delivered during any certain month (for example, January), payment shall be made for same on or before the 10th of the following month (for example, February), less two percent; and any greater cash discounts given or taken by recognized members of this industry on or after the taking effect of this agreement shall be considered a violation thereof; provided, however, that nothing in this section shall be interpreted as

preventing any recognized member of the Marking Devices Industry from giving or taking cash discounts of less than 2% if he so desires.

SEC. 3. *Unfair Sales Practices*.—a. Directly or indirectly to give or permit to be given or offer to give money or anything of value to agents, employees, or representatives, or customers or prospective customers, or to agents, employees, or representatives of competitors' customers or prospective customers, or principals, to purchase or contract to purchase industry products from the maker of such gift or offer, or to influence such employers or principals to refrain from dealing or contracting to deal with competitors, constitutes a violation of this code.

b. For any person, firm, or corporation to give anything of value to those employed in any capacity involving special trust, upon the condition or understanding, express or implied, that its goods be recommended or used by such person in preference to the goods or equipment of a competitor or competitors of that person, firm, or corporation, constitutes a violation of this code.

c. This industry approves the "one-bid" policy on competitive bidding, and any practice of fake, fictitious, or blind bids for the purpose of deceiving competitors or purchasers, or any attempt through connivance to have all bids rejected to the end that a more advantageous position may be secured in new bidding, constitutes a violation of this code.

d. The sale or offering for sale of any product of the industry by any false means or device constitutes a violation of this code.

e. The practice of coercing the purchase of several, or a group of products, as a condition to the purchase of one or more products under the exclusive control of the seller constitutes a violation of this code.

SEC. 4. *Unfair Business Tactics*.—a. The practice of shipping or delivering products which do not conform to the samples submitted or representations made prior to securing the orders constitutes a violation of this code.

b. Maliciously inducing or attempting to induce the breach of existing contracts between competitors and their customers by any false or deceptive means whatsoever, or interfering with or obstructing the performance of any such contractual duties or services by any such means, with the purpose of unduly hampering, injuring, or embarrassing competitors in their business constitutes a violation of this code.

c. The defamation of competitors by falsely imputing to them dishonorable conduct, inability to perform contracts, questionable credit standing, or by other false representations constitutes a violation of this code.

d. The false disparagement of the grade or quality of the goods of competitors with the tendency to mislead or deceive purchasers or prospective purchasers constitutes a violation of this code.

e. The making or causing or permitting to be made or published any false, untrue, or deceptive statement by way of advertisement or otherwise, concerning the grade, quality, quantity, substance, character, nature, origin, size, or preparation of any product of the industry constitutes a violation of this code.

f. Maliciously enticing away the employees of competitors with the purpose and effect of unduly hampering, injuring, or embarrassing competitors in their business, constitutes a violation of this code.

g. The circularization of threats of suit for infringement of patent or trade mark among customers of competitors, not made in good faith but for the purpose and with the effect of harassing and intimidating customers constitutes a violation of this code.

h. Securing information from competitors concerning their business by false or misleading statement or representations or by false impersonations of one in authority, and the wrongful use thereof to unduly hinder or stifle the competition of such competitors constitutes a violation of this code.

SEC. 5. *Simulation—Design Piracy.*—a. With due recognition to initiative in business, the practice of usurping designs, styles, or patterns originated by a competitor and appropriating them for one's own use within a five-year period after such originations, constitutes a violation of this code.

b. The imitation of the trade-marks, trade names, slogans, or other marks of identification of competitors, constitutes a violation of this code.

SEC. 6. *Credit.*—The purchase of, or subscription to an interest in, capital stock or other obligation of a present or potential customer, where the intent is to furnish goods in payment under conditions which violate provisions of this code applying to credit extensions, terms of payment, secret rebates and allowances, or under conditions which are obviously designed to conceal the true nature of transactions between seller and buyer, is a violation of this code.

SEC. 7. *Modification of this Article.*—Any and/or all provisions of this article may be amended, altered, repealed, or added to by a majority vote of the recognized members of the Marking Devices Industry, through their duly elected representatives subject to approval of the Administrator.

### ARTICLE XIII—ENFORCEMENT—VIOLATION

The National Committee of the Marking Devices Industry shall provide facilities and methods for the proper operation, supervision, and enforcement of all of the provisions of this Code of Fair Competition. All regulations so adopted shall be in addition to and not in lieu of any administrative or enforcement provision included within the Recovery Act, or provided by the Administrator, government regulations concerning same, or any amendment to said Act or Government regulations. The regulations so adopted by the Committee shall be subject to approval by the President or his administrator and shall be attached hereto and become a part hereof as Exhibit B.

### ARTICLE XIV

Such of the provisions of this Code as are not required to be included therein by the National Industrial Recovery Act may, with the approval of the President, be modified or eliminated as changes in circumstances or experience may indicate. It is contemplated that from time to time supplementary provisions to this Code or additional codes will be submitted for the approval of the President to prevent unfair competition in price and other unfair and destructive competitive practices and to effectuate the other purposes and policies of Title I of the National Industrial Recovery Act consistent with the provisions hereof.

## SCHEDULE A

### LIST OF PRODUCTS FOR THE PURPOSE OF DEFINING DIVISIONS OF THE MARKING DEVICES INDUSTRY

SECTION I. The methods of manufacture, training of employees, cataloguing and otherwise marketing the products developed through a long period of years have resulted in the groupings listed in Section 3 of this schedule. For the purpose of deciding upon the proper division for a product or the suitability of present division designations for new incoming numbers or groups, the following listings by division and product shall serve as index and definition.

SEC. II. The National Committee of the Marking Devices Industry shall provide within three months (3) from the effective date of this Code, regulations with respect to modifying present divisions or adding other divisions of the Industry, and the manner in which other groups shall be included or refused inclusion in this Code.

SEC. III. *Divisions Indicated by Products.*

A. Custom Made Products (made to order) to meet special and individual requirements:

1. Rubber Stamps:

Wood-mounted Rubber (hand) stamps.  
Metal-mounted Rubber (hand) Stamps.  
Line daters and numberers, Special.  
Die plate Daters, Time Stamps, Cancellers, Etc.  
Self Inkers—plain, dating, etc.  
Inks and Ink pads, Special.  
Movable Rubber type and Outfits of Special or unusual kinds.  
Printing presses for use with rubber dies and movable rubber type.  
Printing Presses (amateur hand operated) for metal type.  
Holders, Racks, Rules, Attachments, and Accessories for any of the above.

2. Rubber Printing Dies, Moulded and Cut:

These are commonly known as box-printing dies, used on printing presses of many classes for imprinting such materials as wooden boards, corrugated board, fibre board, and chip board; in fact any material from which a box can be made, carrying advertisements, brand names, etc., and which are imprinted in one or more colors. These rubber printing dies are made from rubber of varying degrees of hardness, and they may be moulded or hand cut.

3. Steel Stamps, Steel Dies, and Burning Brands:

Steel Stamps.  
Steel Letters and Figures.  
Steel Type.  
Embossing Type.  
Male and Female Embossing Dies.  
Steel Printing Dies for paper cartons and wood boxes.  
Decorative tools for wood, paper, metal, etc.  
Steel Matrices.  
Metal Dies for branding by means of heat or ink.  
Machinery built for marking with the above.

4. Brass Stamps, Brass Dies, and Milled Brass Signs:

Brass Stamps engraved for stamping letters or designs into wood, cloth, leather, paper, meats, etc.  
Brass Dies for embossing book covers, paper, leather, etc.  
Brass Signs made by process of milling or engraving.  
Complete Machines having brass wheels and dies for dating, numbering, etc.

## 5. Checks, Badges, and Stamped Plates:

Metal Checks, time, tool, trunk, trade, and etc., having raised or sunk letters.

Badges, all shapes and forms of metal badges such as employees, police, detective, sheriff, marshall, fireman, etc.

Stamped Plates, for identification, instruction, caution, brands, patent dates, trade marks, etc., stamped in various metals with steel dies.

Medals and Pocket Pieces for advertising purposes, etc.

## 6. Pressed Metal Signs:

Embossed or Debossed sheet metal signs, finished or unfinished, made by stamping with male and female dies or type.

## 7. Seals:

Notary, corporation, and official documental seal presses in all sizes operated by hand or power.

Similar presses used for embossing letter heads, photographs, and cards.

Brass, steel and copper dies used in above presses with soft metal or plastic counters.

## 8. Stencils:

For lettering or decorating with paint or ink by means of brush or spray gun, made in thin sheetings of brass, copper, zinc, or paper.

For sand blasting letters and designs into glass, etc., made of thin perforative steel.

NOTE.—The listings above are not intended to be altogether restrictive in defining these Divisions of the Marking Devices Industry but rather that they shall be suggestive of the Arts and facilities available for other products for similar uses.

B. *Merchandise Sundries*.—Manufactured on standard specifications as kindred stock accessories to the above services and made-to-order products. Many of these are altered or modified by the manufacturing dealer to order.

Line daters and Numberers.

Self Inking Line Daters and numberers.

Alphabet stamps.

Cost and Selling Price stamps.

Express and Hotel daters.

Library dating stamps.

Movable rubber type sets.

Type holders.

Stock Rubber Hand stamps.

Marking Inks.

Numbering Machines (Hand) (not typographic).

Price and sign Markers.

Stamp Racks and cases.

Adjustable stencils.

Machine Made Steel letters and figures.

Music Chart printers.

Stencil brushes and Pots.

Stencil cutting Machines.

Ink Pads.

## SCHEDULE B

### LIST OF SIGNATORIES TO THE AGREEMENT AND CODE OF FAIR COMPETITION OF THE MARKING DEVICES INDUSTRY

Company	City	By
Acme Stamp Company	Detroit	Verne E. Sorge.
Acme Stamp Company, The	Cleveland	M. C. Lederer.
American Seal & Stamp Company	Chicago	Jos. A. Pardi.
American Stamp Mfg. Company	New York	Harry Jonas.
Art Novelty Mfg. Company	Chicago	F. H. Eyman.
Atlantic Rubber Mfg. Company	New York	Al. Gerlich.
Badger Engraving Company	Milwaukee	J. J. Handlos.
Bankers & Merchants Stamp Wks	Chicago	F. F. Crawford.
"Blue Dot" Stamp Company	Detroit	H. W. Boetticher.
Brakmeier Bros	Louisville	Gus. W. Brakmeier.
Cadillac Stamp Co., Inc.	Detroit	Wm. A. Neville.
Columbia Stamp Works	Chicago	Mark Davis.
Consolidated Stamp Mfg. Co	New York	B. F. Schmidt.
Cooke Time Stamp Company	Omaha	J. P. Cooke.
Cooke Company, The J. P.	Omaha	A. G. Fales.
Dayton Stencil Works, The	Dayton	C. G. Jauch.
Des Moines Rubber Stamp Works	Des Moines	Frank Child.
Detroit No. Machine Company	Detroit	Jos. F. Foerg.
Detroit & Regal R. S. Company	Detroit	L. J. Reilly.
Dimond-Union Stamp Works	Boston	Jos. Levy.
Eagle Stamp Works	Chicago	W. Rueffers.
Excelsior Stamp Works, The	Cleveland	H. R. Seefried.
F. & S. Engraving Works, The	Chicago	August C. Froiman.
Force & Co., Wm. A.	Chicago and New York	Wm. A. Force, 3rd.
Fries, Anthony F.	Cincinnati	
Frost Office Appliance Co.	Worcester, Mass	F. E. Frost.
Fulton Specialty Co	Elizabeth, N.J.	E. R. Underwood.
Gorton Machine Company, Geo	Racine, Wis	Geo. Gorton.
Hanson Company, C. H.	Chicago	Henry J. Hanson.
Hathaway Stamp Company	Cincinnati	U. R. Schmiek.
Hay Rubber Stamp Company	Washington	Robert H. Hay.
Hellesoe, Hans H.	Chicago	
Hill-Independent Mfg. Company	Philadelphia	B. A. Stewart.
Hiss Stamp Works, The	Columbus	Herman A. Bloom.
Hoff Rubber Stamp Company	Minneapolis	Henry Hoff.
Hudson, Geo. W.	Springfield, Ill.	Geo. Hudson.
Joslin Mfg. Company, A. D.	Manistee, Mich	M. H. Sieras.
Kauffman Inc., Geo. P.	Denver, Colo	Geo. P. Kauffman.
Los Angeles Rubber Stamp Co.	Los Angeles	F. T. Rinehart.
Martin & Company	Chicago	C. W. Martin.
Matthews & Company, Jas. H.	Chicago	E. F. Skeppstrom.
Matthews & Company, Jas. H.	New York	Wm. Jenkins.
Matthews & Company, Jas. H.	Boston	Wm. Jenkins.
Matthews & Company, Jas. H.	Pittsburgh	Wm. Jenkins.
Mathys & Co., John W.	Chicago	August Sanke.
Mayer Company, Geo. J.	Indianapolis	Walter P. Mayer.
Melind Company, Louis	Chicago	Louis Melind.
Messing, Gus. D.	Minneapolis	
Meyer & Wenthe	Chicago	G. Meyer.
Morgan Stamp Works	Chicago	G. T. Blaul.
Moss Company, Inc., The	New York	Franklin Moss.
National Stamp Works	Chicago	E. H. Hanson.
Nauert, F. C.	Chicago	F. C. Nauert.
Nobler Stamp & Seal Company	Chicago	Harry M. Nobler.
Northwestern Stamp Works	Minneapolis	Geo. Rousopolous.
Pannier Bros. Stamp Company	Pittsburgh	R. F. Hershey.
Parker Stamp Works, Inc.	Hartford, Conn	Herman L. Alter.
Patrick & Moise-Klinker Co.	San Francisco	J. M. Patrick.
Progress Stamp Works	Chicago	W. W. House.
Quality Die Company	Chicago	T. Hoffman.
Reliance Stamp & Stencil Co	Milwaukee	O. H. Schumann.
Republic Eng. & Design. Co.	Chicago	P. L. Duncan.
Roberts Stamp & Ptg. Co., Osce	Birmingham	Naldo Roberts.
Safford Stamp Works	Chicago	Chas. L. Safford.
St. Paul Stamp Works	St. Paul	Ed. Mellgren.
Scott Rice Company	Tulsa, Okla	H. J. Scott.
Schweizer Co., Chas. K.	St. Louis	H. L. Schweizer.

**LIST OF SIGNATORIES TO THE AGREEMENT AND CODE OF FAIR  
COMPETITION OF THE MARKING DEVICES INDUSTRY—Con.**

Company	City	By
E. C. Shaw Company.....	Cincinnati.....	C. A. Grome.
Sheridan & Nichol, Inc.....	New York.....	Philip V. Sheridan.
Sigwalt Mfg. Co.....	Detroit.....	Chas. W. Taylor.
Spencer Mfg. Co.....	Boston.....	R. E. Beckert.
Stewart & Company, R. A.....	New York.....	R. R. Roe.
Superb Stamp Pad Company.....	Auburn, N. Y.....	A. Woodruff.
Superior Seal & Stamp Co.....	Detroit.....	Chas. O. Lee.
Superior Type Company, The.....	Chicago.....	J. R. Swift.
Taylor Bros. Co., The.....	Cleveland.....	W. J. Taylor.
Time & Energy Company.....	Chicago.....	H. W. Fogelsong.
Toledo Stamp & Stencil Co., The.....	Toledo.....	H. E. Willard.
Victor Stamp Company.....	Detroit.....	R. E. Smith.
Volger Company, B. G.....	Passaic, N. J.....	Roger Brett.
Volk Stamp & Stencil Co.....	Detroit.....	H. L. Volk.
Wand Rubber Stamp Works.....	New Orleans.....	H. A. Wand.
Winona Stamp Works.....	Winona, Minn.....	O. L. Taylor.

**TO ALL MEMBERS OF THE MARKING DEVICES INDUSTRY:**

The regular Annual Convention of the International Stamp Manufacturers Association (The Marking Devices Industry) was held at the Edgewater Beach Hotel, June 19, 20, and 21. Action of the greatest importance to this Industry was taken by the members present, in preparing the Agreement and Code of Fair Competition to file with the President's Administrator in Washington, D.C., under the National Industrial Recovery Act.

The Convention was well attended and the Agreement and Code of Fair Competition, together with a Code of Business Ethics, received unanimous approval of those present, who later signed the Agreement which was passed around in the meeting.

It is the belief of our Convention that President Roosevelt is a square shooter, sincere, honest, and conscientious in his desire to see American business and industry in a position to make enough money to employ all available workers who want to work. It is also our belief that it was up to us to be cooperative and just as sincere as the President. We all feel that we have at last been given an opportunity to do something constructive for the health and continuance of our industry, collectively and separately, and that we should all go into it whole-heartedly and so far as possible, without reservations.

As time is the very essence of the Emergency Act and as the Federal authorities are calling upon us to file all required information at the earliest possible moment, we ask every member of the industry to put himself to work earnestly and helpfully for a few days, until we have the information necessary to complete schedules that will put us all in line to secure the benefits which should come to us through the Recovery Act. Copies of agreement, codes, and questionnaire with instructions and explanations will be sent to each member of the industry for his consideration and action. Will you be kind enough to give them your immediate attention?

Sincerely yours,

J. R. SWIFT,  
*President, International Stamp Manufacturers Association.*

## EXHIBIT B

### REGULATIONS FOR THE ENFORCEMENT OF THE PROVISIONS OF THE CODE OF FAIR COMPETITION

#### PART OF AGREEMENT AND CODE OF FAIR COMPETITION OF THE MARKING DEVICES INDUSTRY

Any subscriber to this Code, any employee of any member of the Industry, or any purchaser of any of the products of the Industry, may enter a complaint (or complaints) of violation of this Code, providing such complaint is presented in writing to the Executive Secretary of the Association, giving the nature of the complaint in detail, supported by all the available evidence thereon.

The Executive Secretary shall, on receipt of such complaint, notify the alleged violator, and request his answer. Whenever, in the judgment of the Board of Directors or the Emergency National Committee, it shall be deemed necessary, the Executive Secretary shall refer such report of violation to the Chairman of the Committee having jurisdiction over the particular branch of the Industry in which the alleged violator operates.

Copies of the complaint, of the evidence, and of the answer, shall be furnished to the Chairman of the Committee having jurisdiction, to the complainant, and to the alleged violator, in identical form and manner.

The Chairman shall set a date for a hearing on the case, to be held not later than two weeks after the receipt by him of the complaint, and he shall immediately endeavor to adjust a settlement thereof, either alone or in consultation with the members of the Committee.

In case such procedure fails to settle the matter to the satisfaction of both parties, all papers relating to the case with recommendations by the Committee of the Branch, shall be placed before the Emergency National Committee, either because of their desire so to do or on request from either party to the controversy and the Emergency National Committee shall consider the case.

It is presumed that all members of the industry having subscribed to the Agreement and Code of Fair Competition under the Recovery Act, desire to comply with all of its provisions, including Exhibit D, the Code of Business Ethics of the Industry. It is also presumed that violations will be due to misunderstanding or misinterpretation or perhaps to circumstances beyond the control of the alleged violator. Hence it is the desire of this Industry to give each seeming offender full notice and fair opportunity to defend himself, without resorting to the more expensive and devious recourses of law.

With this in mind it is proposed that we shall first resort to moral suasion, then to arbitration, and then to the exactment of full penalties under the law.

In those cases where we resort to arbitration, the complainant shall choose an arbitrator, the defendant shall choose an arbitrator, and these two arbitrators so named shall choose a third.

These three arbitrators then shall receive and consider all the facts of the case and their decision shall be final or at least a consideration precedent to any further action taken.

If the Emergency National Committee should be called upon to consider a case of violation and its decision upholds the complaint, the violator shall be notified to cease and desist such or similar violations. If the violator fails to comply with such orders the Association may notify all subscribers to this Code as to the complaint, the decision rendered, and the facts in connection with any continuing violation. In case such publicity should fail to stop the violation, the Association may refuse all further Associational services to the violator and notify all members of the Industry of such action.

Violators shall be notified that a second violation will subject them to having both the first and second violations referred to the proper authorities, for prosecution by the Administrator under the Provisions of the Recovery Act.

Should there be any expense involved in ascertaining the justice of the complaint, such as an audit of the violator's records, etc., such expense must be borne by the violator, if the complaint is found justified and an actual violation found, and such expense must be borne by the complainant if the violation be found not to exist.

