

## Agricultural Marketing Service, USDA

## § 51.300

submit to the Agricultural Marketing Service through the inspector assigned to the plant or other representative of the Inspection Service, for approval to use any proposed advertising in which reference is made to the Inspection Service.

[32 FR 15066, Nov. 1, 1967, as amended at 38 FR 7448, Mar. 22, 1973. Redesignated at 42 FR 32514, June 27, 1977, and further redesignated at 46 FR 63203, Dec. 31, 1981]

### § 51.60 Termination of contracts.

In case the applicant wishes to terminate the contract he agrees either to continue the service until all unused containers, labels and advertising material on hand or in the possession of his supplier bearing the Department shield, or reference to continuous inspection service have been used, or to destroy such containers, labels and advertising material, or to obliterate the Department shield and all other reference to the continuous inspection service on said containers, labels, and advertising material, or otherwise furnish assurance satisfactory to the Agricultural Marketing Service that such containers, labels and advertising material will not be used in violation of the terms and conditions of this agreement. In case the continuous inspection service is terminated for cause by the Agricultural Marketing Service, the applicant agrees to destroy all unused containers, labels and advertising material on hand bearing the Department shield, or reference to continuous inspection service, or to obliterate the Department shield, and all reference to the continuous inspection service on said containers, labels and advertising material or otherwise furnish assurance satisfactory to the Agricultural Marketing Service that such containers, labels and advertising material will not be used in violation of the terms and conditions of the agreement.

### § 51.61 Congressional interest in contracts.

No member of, or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of any contract provided for in the regulations in this subpart or to any benefit that may arise therefrom, but this provision shall not be construed to extend

to such contract if made with a corporation for its general benefit, and shall not extend to any benefits that may accrue from the contract to a member of, or delegate to Congress, or a Resident Commissioner in his capacity as a farmer.

### § 51.62 OMB control numbers assigned pursuant to the Paperwork Reduction Act.

The information collection requirements contained in this part have been approved by the Office of Management and Budget (OMB) under the provisions of 44 U.S.C. Chapter 35 and have been assigned OMB Control No. 0581-0125.

(44 U.S.C. Chap. 35)

[49 FR 23826, June 8, 1984]

## Subpart—United States Standards for Grades of Apples

SOURCE: 67 FR 69663, Nov. 19, 2002, unless otherwise noted.

### GRADES

#### § 51.300 U.S. Extra Fancy.

“U.S. Extra Fancy” consists of apples of one variety (except when more than one variety is printed on the container) which are mature but not over-ripe, clean, fairly well formed, free from decay, internal browning, internal breakdown, soft scald, scab, freezing injury, visible water core, and broken skins. The apples are also free from injury caused by bruises, brown surface discoloration, smooth net-like russeting, sunburn or sprayburn, limb rubs, hail, drought spots, scars, disease, insects, or other means. The apples are free from damage caused by bitter pit or Jonathan spot and by smooth solid, slightly rough or rough russeting, or stem or calyx cracks, as well as damage by invisible water core after January 31st of the year following the year of production except for the Fuji variety of apples. Invisible water core shall not be scored against the Fuji variety of apples under any circumstances. For the apple varieties listed in table I of § 51.305, each apple of this grade has the amount of color specified for the variety. (See §§ 51.305 and 51.306.)