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TITLE 7—AGRICULTURE

Chapter IX—Agricultural Marketing Service (Marketing Agreements and Orders), Department of Agriculture

[Navel Orange Reg. 82]

PART 914—NAVEL ORANGES GROWN IN ARIZONA AND DESIGNATED PART OF CALIFORNIA

LIMITATION OF HANDLING

§ 914.382 *Navel Orange Regulation 82*—(a) *Findings.* (1) Pursuant to the marketing agreement, as amended, and Order No. 14, as amended (7 CFR Part 914), regulating the handling of navel oranges grown in Arizona and designated part of California, effective September 22, 1953, under the applicable provisions of the Agricultural Marketing Agreement Act of 1937, as amended (7 U. S. C. 601 et seq.), and upon the basis of the recommendation and information submitted by the Navel Orange Administrative Committee, established under the said amended marketing agreement and order, and upon other available information, it is hereby found that the limitation of handling of such navel oranges, as hereinafter provided, will tend to effectuate the declared policy of the act.

(2) It is hereby further found that it is impracticable and contrary to the public interest to give preliminary notice, engage in public rule-making procedure, and postpone the effective date of this section until 30 days after publication thereof in the FEDERAL REGISTER (60 Stat. 237; 5 U. S. C. 1001 et seq.) because the time intervening between the date when information upon which this section is based became available and the time when this section must become effective in order to effectuate the declared policy of the act is insufficient, and a reasonable time is permitted, under the circumstances, for preparation for such effective time; and good cause exists for making the provisions hereof effective as hereinafter set forth. The Navel Orange Administrative Committee held an open meeting on April 5, 1956, after giving due notice thereof, to consider supply and market conditions for navel oranges and the need for regulation; interested persons were afforded an opportunity to submit information and views at this meeting; the recommendation and supporting information for regulation during the period specified herein was promptly submitted to the Department after such meeting was held; the provisions of this section, including its effective time, are identical with the aforesaid recommendation of the committee, and information concerning such provisions and effective time has been disseminated among handlers of such navel oranges; it is necessary, in order to effectuate the declared policy of the act, to make this section effective during the period herein specified; and compliance with this section will not require any special preparation on the part of persons subject thereto which cannot be completed on or before the effective date hereof.

(b) *Order.* (1) The quantity of navel oranges grown in Arizona and designated part of California which may be handled during the period beginning at 12:01 a. m., P. s. t., April 8, 1956, and ending at 12:01 a. m., P. s. t., April 15, 1956, is hereby fixed as follows:

(i) District 1: 231,000 cartons;

(ii) District 2: 693,000 cartons;

(iii) District 3: Unlimited movement;

(iv) District 4: Unlimited movement.

(2) Navel oranges handled pursuant to the provisions of this section shall be subject to any size restrictions applicable thereto which have heretofore been issued on the handling of such oranges and which are effective during the period specified herein.

(3) As used in this section, "handled," "District 1," "District 2," "District 3," and "District 4," have the same meaning as when used in said amended marketing agreement and order; and "carton" means the standard one-half orange, grapefruit, or lemon box set forth as standard container number 58 in section 828.83, as amended, of the Agricultural Code of California.

(Sec. 5, 49 Stat. 753, as amended; 7 U. S. C. 608c)

Dated: April 6, 1956.

[SEAL] G. R. GRANGE,
Acting Director, Fruit and Vegetable Division, Agricultural Marketing Service.

[F. R. Doc. 56-2735; Filed, Apr. 6, 1956; 11:27 a. m.]

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[Valencia Orange Reg. 62]

PART 922—VALENCIA ORANGES GROWN IN ARIZONA AND DESIGNATED PART OF CALIFORNIA

LIMITATION OF HANDLING

§ 922.362 *Valencia Orange Regulation 62*—(a) *Findings.* (1) Pursuant to Order No. 22 (7 CFR Part 922), regulating the handling of Valencia oranges grown in Arizona and designated part of California, effective March 31, 1954, under the applicable provisions of the Agricultural Marketing Agreement Act of

1937, as amended (7 U. S. C. 601 et seq.), and upon the basis of the recommendations and information submitted by the Valencia Orange Administrative Committee, established under the said order, and upon other available information, it is hereby found that the limitation of handling of such Valencia oranges, as hereinafter provided, will tend to effectuate the declared policy of the act.

(2) It is hereby further found that it is impracticable and contrary to the public interest to give preliminary notice, engage in public rule-making procedure, and postpone the effective date of this section until 30 days after publication thereof in the FEDERAL REGISTER (60 Stat. 237; 5 U. S. C. 1001 et seq.) because the time intervening between the date when information upon which this section is based became available and the time when this section must become effective in order to effectuate the declared policy of the act is insufficient, and a reasonable time is permitted, under the circumstances, for preparation for such effective time; and good cause exists for making the provisions hereof effective as hereinafter set forth. The Valencia Orange Administrative Committee held an open meeting on April 5, 1956, after giving due notice thereof, to consider supply and market conditions for Valencia oranges and the need for regulation; interested persons were afforded an opportunity to submit information and views at this meeting; the recommendation and supporting information for regulation during the period specified herein was promptly submitted to the Department after such meeting was held; the provisions of this section, including its effective time, are identical with the aforesaid recommendation of the committee, and information concerning such provisions and effective time has been disseminated among handlers of such Valencia oranges; it is necessary, in order to effectuate the declared policy of the act, to make this section effective during the period herein specified; and compliance with this section will not require any special preparation on the part of persons subject thereto which cannot be completed on or before the effective date hereof.

(b) *Order.* (1) The quantity of Valencia oranges grown in Arizona and designated part of California which may be handled during the period beginning at 12:01 a. m., P. s. t., April 8, 1956, and ending at 12:01 a. m., P. s. t., April 15, 1956, is hereby fixed as follows:

(i) District 1: 29,860 cartons;

(ii) District 2: Unlimited movement;

(iii) District 3: Unlimited movement.

(2) Valencia oranges handled pursuant to the provisions of this section shall be subject to any size restrictions applicable thereto which have heretofore been issued on the handling of such oranges and which are effective during the period specified herein.

(3) As used in this section, "handled," "handler," "District 1," "District 2," and "District 3," have the same meaning as when used in said order; and "carton" means the standard one-half orange, grapefruit or lemon box set forth as standard container number 58 in section 828.83, as amended, of the Agricultural Code of California.

(Sec. 5, 49 Stat. 753, as amended; 7 U. S. C. 608c)

Dated: April 6, 1956.

[SEAL] G. R. GRANGE,
Acting Director, Fruit and Vegetable Division, Agricultural Marketing Service.

[F. R. Doc. 56-2736; Filed, Apr. 6, 1956; 11:27 a. m.]

[Lemon Regulation 636]

PART 953—LEMONS GROWN IN CALIFORNIA AND ARIZONA

LIMITATION OF SHIPMENTS

§ 953.743 *Lemon Regulation 636*—(a) *Findings.* (1) Pursuant to the marketing agreement, as amended, and Order No. 53, as amended (7 CFR Part 953; 20 F. R. 8451), regulating the handling of lemons grown in the State of California or in the State of Arizona, effective under the applicable provisions of the Agricultural Marketing Agreement Act of 1937, as amended (7 U. S. C. 601 et seq.), and upon the basis of the recommendation and information submitted by the Lemon Administrative Committee, established under the said amended marketing agreement and order, and upon other available information, it is hereby found that the limitation of the quantity of such lemons which may be handled, as hereinafter provided, will tend to effectuate the declared policy of the act.

(2) It is hereby further found that it is impracticable and contrary to the public interest to give preliminary notice, engage in public rule-making procedure, and postpone the effective date of this section until 30 days after publication thereof in the FEDERAL REGISTER (60 Stat. 237; 5 U. S. C. 1001 et seq.) because the time intervening between the date when information upon which this section is based became available and the time when this section must become effective in order to effectuate the declared policy of the act is insufficient, and a reasonable time is permitted, under the circumstances, for preparation for such effective time; and good cause exists for making the provisions hereof effective as hereinafter set forth. Shipments of lemons, grown in the State of California or in the State of Arizona, are currently subject to regulation pursuant to said amended marketing agreement and order; the recommendation and supporting information for regulation during the period specified herein was promptly submitted to the Department after an open meeting of the Lemon Administrative Committee on April 4, 1956, such meeting was held, after giving due notice thereof to consider recommendations for regulation, and interested persons were afforded an opportunity to submit their views at this meeting; the provisions of this section, including its effective time, are identical with the aforesaid recommendation of the committee, and information concerning such provisions and effective time has been disseminated among handlers of such lemons; it is necessary, in order to effectuate the declared policy of the act, to make this section effective during the period hereinafter specified; and compliance with this section will not require any special preparation on the part of persons subject thereto which cannot be completed by the effective time thereof.

(b) *Order.* (1) The quantity of lemons grown in the State of California or in the State of Arizona which may be handled during the period beginning at 12:01 a. m., P. s. t., April 8, 1956, and ending at 12:01 a. m., P. s. t., April 15, 1956, is hereby fixed as follows:

(i) District 1: 4,650 cartons;

(ii) District 2: 251,100 cartons;

(iii) District 3: Unlimited movement.

(2) As used in this section, "handled," "District 1," "District 2," and "District 3" have the same meaning as when used in the said amended marketing agreement and order; and "carton" means the standard one-half orange, grapefruit or lemon box set forth as standard container number 58 in section 828.83, as amended, of the Agricultural Code of California.

(Sec. 5, 49 Stat. 753, as amended; 7 U. S. C. 608c)

Dated: April 5, 1956.

[SEAL] G. R. GRANGE,
Acting Director, Fruit and Vegetable Division, Agricultural Marketing Service.

[F. R. Doc. 56-2660; Filed, Apr. 6, 1956; 8:52 a. m.]

TITLE 16—COMMERCIAL PRACTICES

Chapter I—Federal Trade Commission

[Docket 6494]

PART 13—DIGEST OF CEASE AND DESIST ORDERS

NORITO CO. AND I. R. F. SPIEGEL

Subpart—*Advertising falsely or misleadingly:* § 13.170 *Qualities or properties of product or service;* § 13.205 *Scientific or other relevant facts.*

(Sec. 6, 38 Stat. 721; 15 U. S. C. 46. Interpret or apply sec. 5, 38 Stat. 719, as amended; 15 U. S. C. 45) [Cease and desist order. The Norito Company et al., Chicago, Ill., Docket 6494, March 27, 1956]

In the Matter of The Norito Company, a Corporation, and I. R. F. Spiegel, Individually and as an Officer and Director of Said Corporation

This proceeding was heard by a hearing examiner upon the complaint of the Commission—charging a corporation and its president, with office in Chicago, with advertising in newspapers, magazines, circulars, etc., that the "Norito-Plus Tablets" they sold and distributed in commerce constituted a reliable treatment and cure for any kind of arthritis or rheumatism; constituted an effective substitute for laboratory-made ACTH and would relieve ACTH deficiency in the body; would stimulate the pituitary gland to produce more ACTH and thereby increase the body's production of

cortisone-like substances; would erect a "pain-block" in the thalamus to prevent pain impulses from reaching the brain; and would "expel pain-continuing pain-wastes" more quickly—and respondents' answer admitting all the material allegations of the complaint.

Upon this basis, the hearing examiner made his initial decision, including findings and order to cease and desist, which, by the Commission's order of March 27, 1956, became the "Decision of the Commission".

Said order to cease and desist is as follows:

It is ordered, That respondents, The Norito Company, a corporation, and its officers, and I. R. F. Spiegel, individually and as an officer and director of said corporation, and respondents' agents, representatives and employees, directly or through any corporate or other device, in connection with the offering for sale, sale and distribution of Norito-Plus Tablets or any other product of substantially the same composition or possessing substantially similar properties whether sold under the same name or under any other name, do forthwith cease and desist from, directly or indirectly:

1. Disseminating, or causing to be disseminated, by means of the United States mails, or by any other means in commerce, as "commerce" is defined in the Federal Trade Commission Act, any advertisement which represents, directly or by implication:

(a) That Norito-Plus Tablets, in any amount, however taken,

(1) Will constitute an adequate, effective or reliable treatment for any kind of arthritis or rheumatism;

(2) Will arrest the progress of, correct the underlying causes, or cure any kind of arthritis or rheumatism;

(3) Will constitute an adequate or effective substitute for laboratory-made ACTH and relieve ACTH deficiency in the body;

(4) Will stimulate the pituitary gland in the human body to produce more ACTH and will increase the production of cortisone-like substances in the human body;

(5) Will erect a "pain-block" in the thalamus or prevent pain impulses from reaching the brain;

(6) Will afford any relief of the pains of arthritis or rheumatism in excess of temporary relief of minor pains; or that said preparation will prevent the recurrence of pain;

(7) Will expel "pain-continuing pain-wastes";

(b) That pain causes pain-wastes;

2. Disseminating or causing to be disseminated any advertisements by any means, for the purpose of inducing, or which are likely to induce, directly, or indirectly, the purchase in commerce, as "commerce" is defined in the Federal Trade Commission Act, of the drug preparation Norito-Plus Tablets, which advertisements contain any of the representations prohibited in paragraph 1. of this order.

By said "Decision of the Commission," report of compliance was required as follows:

It is ordered, That respondents The Norito Company, a corporation, and I. R. F. Spiegel, individually and as an officer and director of said corporation, shall, within sixty (60) days after service upon them of this order, file with the Commission a report in writing setting forth in detail the manner and form in which they have complied with the order to cease and desist.

Issued: March 27, 1956.

By the Commission.

[SEAL] ROBERT M. PARRISH, *Secretary.*

[F. R. Doc. 56-2600; Filed, Apr. 6, 1956; 8:45 a. m.]

TITLE 19—CUSTOMS DUTIES

Chapter I—Bureau of Customs, Department of the Treasury

[T. D. 54056]

INVOICE REQUIREMENTS AND EXEMPTIONS, AND ELIMINATION OF CERTAIN CONSULAR CERTIFICATIONS

In view of the elimination of the requirement for consular certification of invoices on foreign service Form 138 (Invoice of Merchandise) by T. D. 53869 (20 F. R. 5914) and the future replacement of such form with a "Special Customs Invoice" form or forms, the Customs Regulations are amended to conform with such changes.

To further simplify customs documentary practices, the Customs Regulations are amended to eliminate the requirements for consular action in connection with certain other foreign service forms.

PART 4—VESSELS IN FOREIGN AND DOMESTIC TRADES

The first sentence of § 4.14 (c) is amended to read as follows: "The master shall file with the entry receipts showing the costs of items enumerated in the said section 466."

(Sec. 498, 46 Stat. 728, as amended; 19 U. S. C. 1498)

PART 7—CUSTOMS RELATIONS WITH INSULAR POSSESSIONS AND GUANTANAMO BAY NAVAL AIR STATION

Section 7.1 (c) is amended by substituting "special customs" for "consular."

(Sec. 484, 46 Stat. 722, as amended; 19 U. S. C. 1484)

PART 8—LIABILITY FOR DUTIES, ENTRY OF IMPORTED MERCHANDISE

1. Section 8.50 (d) is amended by substituting "The" for all matter preceding "consignee."

2. Section 8.51 (c) is amended by substituting "special customs" for "certified."

(Sec. 498, 46 Stat. 728, as amended; 19 U. S. C. 1498)

PART 9—IMPORTATIONS BY MAIL

Section 9.4 is amended by deleting "consular fees or" in the fourth sentence.

(Sec. 484, 46 Stat. 722, as amended; 19 U. S. C. 1484)

PART 10—ARTICLES CONDITIONALLY FREE, SUBJECT TO A REDUCED RATE, ETC.

1. Section 10.1 (a) (1) is amended by deleting "certified by the American consular officer".

2. Section 10.1 (e) is amended by deleting "or invoice" and "or 138" from the second sentence.

(Sec. 201 (par. 1615), 46 Stat. 674, as amended; 19 U. S. C. 1201 (par. 1615))

3. The headnote of § 10.5 is amended by substituting "collector's" for "consular."

4. Paragraphs (e), (f), (g), and (h) of § 10.5 are amended to read as follows:

(e) A certificate of exportation, customs Form 4479, describing the shooks and staves in the manner set forth in the notice of intent to export, shall be issued by the collector in triplicate after verification from the manifest of the exporting vessel and the return of the lading officer. The certificate shall show the number of bundles of shooks and staves exported, the number of shooks of each size, and the number of superficial feet of lumber contained in each shipment. The original certificate shall be forwarded by the collector to the consignee. The duplicate copy shall be given to the exporter and the triplicate copy shall be retained.

(f) Whenever boxes or barrels alleged to have been manufactured from American shooks or staves are shipped to the United States from a person abroad other than the one to whom they were exported from the United States, the importer shall be required to obtain from the foreign consignee to whom the shooks or staves were originally exported from this country the certificate or certificates, customs Form 4479, covering the exportation of the shooks or staves from the United States, or an extract therefrom signed by such consignee, showing the number of shooks or staves covered by such certificate or certificates, together with the number of superficial feet of such shooks or staves. Such Form 4479, or extract therefrom, shall be filed by the importer in connection with the entry of the boxes or barrels.

(g) Accounts shall be kept by the collector of customs at the port of exportation of the shooks and staves as to each exportation thereof and as to the returns thereof in boxes, barrels, etc. Notifications of such returns shall be given to the port of exportation by the collector at the port of importation. When returns in the form of boxes, barrels, etc. entirely account for the shooks and staves exported as shown on the appropriate customs Form 4479, the collector maintaining the account shall so inform the collector making inquiry about the merchandise being imported and alleged to contain shooks or staves covered by the particular exportation.

(h) A record of cloth boards of domestic manufacture exported [3] to be wrapped with foreign textiles shall be kept by collectors of customs in a similar manner as for shooks and staves. If such boards are advanced in value or improved in condition while abroad, free entry shall be denied on importation.

(Secs. 1 (par. 408), 201 (par. 1615), 46 Stat. 630, 674, as amended; 19 U. S. C. 1001 (par. 408), 1201 (par. 1615))

5. Section 10.6 (a) is amended by substituting "send" for "file in the American consulate, preferably"; by deleting the comma following "barrels" where that word appears the second time; by deleting "foreign service Form 130,".

6. Section 10.6 is further amended by deleting paragraphs (c), (d), and (e); and by adding a new paragraph (c) to read as follows:

(c) If a claim accompanied by an appropriately modified customs Form 3311 is made by the importer at the time of filing the entry for an exemption from duty on account of boxes or barrels made from American shooks or staves, the certificate of the foreign shipper with the annexed certificate of the box maker may be accepted if produced at any time prior to the liquidation of the entry. Upon receipt, from the collector at the port of exportation of the shooks and staves, of corroboration that the records of exportation do not conflict materially with such claim, the exemption may be allowed. If the claim for an exemption is disallowed in full or in part, the importer may file a request, within 15 days of the date of the collector's notice to him of any disallowance, for referral of the question to the Commissioner of Customs for review.

(Sec. 201 (par. 1615), 46 Stat. 674, as amended; 19 U. S. C. 1201 (par. 1615))

7. Section 10.7 (b) is amended by substituting "a certificate of the foreign shipper in the form prescribed by paragraph (c) of this section" for the matter following "customs Form 3289 and" in the first sentence.

8. Section 10.7 (c) is amended by substituting "for the use of the collector at the port of entry" for "to the American consul at the place of shipment" in the first sentence.

9. Section 10.7 (d) is amended to read:

(d) The collector, after verification of the foreign shipper's certificate with the records of the collector at the port of exportation in this country, shall allow free entry to the extent the basis for such allowance is verified. The procedure in the last two sentences of § 10.6 (c) shall be applicable.

10. Section 10.7 (e) is amended by substituting "certificate" for "certificates", by deleting "and American consul", and by transferring to the end of paragraph (e) the citation of authority now at the end of paragraph (f).

11. Section 10.7 (f) is deleted.

(Sec. 201 (par. 1615), 46 Stat. 674, as amended; 19 U. S. C. 1201 (par. 1615))

12. Section 10.21 is amended by substituting "special customs" for "certified" in the last sentence of paragraph (b), and by deleting "certified" from the first sentence of paragraph (e).

(Sec. 498, 46 Stat. 728, as amended; 19 U. S. C. 1498)

13. Section 10.30a (e) is amended by substituting "No" for "Certified or other customs" and by deleting "not."

(Sec. 498, 46 Stat. 728, as amended; 19 U. S. C. 1498)

14. Section 10.30c (d) is amended by substituting "No" for "Certified or other customs" and by deleting "not."

(Sec. 1, 63 Stat. 666; 19 U. S. C. 196a)

15. Section 10.36 is amended by substituting "special customs" for "certified" wherever the latter word precedes the word "invoice" in paragraph (a) or (c), by deleting "certified by an American consul" in the last sentence of paragraph (a).

(Sec. 308, 46 Stat. 690, as amended; 19 U. S. C. 1308)

16. Section 10.42 is amended by deleting "and without the requirement of a certified invoice," from paragraph (a); by deleting the last sentence of paragraph (b); and by deleting "without the requirement of a certified invoice" from the second sentence of paragraph (c).

(Sec. 201 (par. 1615), 46 Stat. 674, as amended; 19 U. S. C. 1201 (par. 1615))

17. Section 10.50 is amended by deleting "made before the United States consul at the place of exportation," and "made before a customs officer at the port of entry".

(Sec. 201 (par. 1810), 46 Stat. 685; 19 U. S. C. 1201 (par. 1810))

18. Section 10.54 (b) is amended by deleting "before the American consul" from the first sentence.

(Secs. 201 (par. 1812), 624, 46 Stat. 685, 759; 19 U. S. C. 1201 (par. 1812), 1624)

19. Section 10.66 (a) (2) is amended by deleting "before the United States consul".

(29 Stat. 122, 30 Stat. 1372; 19 U. S. C. 194, 195)

20. Section 10.67 (a) (2) is amended by deleting "before the United States consul".

(Sec. 201 (par. 1815), 46 Stat. 672, as amended; 19 U. S. C. 1201 (par. 1815))

21. Section 10.79 (b) is amended by substituting "filed in connection with the entry together with a declaration of the purchaser or his agent." for the matter following "foreign port and shall be" in the first sentence; by deleting the second sentence; by inserting "attached to the invoice and be" after "shall be" in the third sentence; and by deleting the certification paragraph at the end of the form set forth therein.

(Sec. 484, 46 Stat. 722, as amended; 19 U. S. C. 1484)

PART 11—PACKING AND STAMPING; MARKING; TRADE-MARKS AND TRADE NAMES; COPYRIGHTS

Section 11.16 is amended by deleting the paragraph designation "(a)" and by deleting paragraph (b).

(Sec. 42, 60 Stat. 440; 15 U. S. C. 1124)

PART 12—SPECIAL CLASSES OF MERCHANDISE

1. Section 12.11 is amended by deleting paragraph (b) and by redesignating paragraph (c) as paragraph (b).

(Sec. 484, 46 Stat. 722, as amended; 19 U. S. C. 1484)

2. Section 12.34 (b) is amended by deleting the part of the certificate form beginning with the heading "Consulate of the United States."

(Secs. 1 (par. 1516), 624, 46 Stat. 661, 759, 68A Stat. 570; 19 U. S. C. 1001 (par. 1516), 1624, 26 U. S. C. 4805 (a))

3. Section 12.43 (a) is amended by inserting a period after "owner of the article" in the first sentence and deleting the remainder of the sentence; by substituting "signed" for "so signed and sworn to" in the second sentence; by substituting "certify" for "do solemnly swear (affirm)" and by deleting all material following the "(Signature)" line in the form prescribed for the certificate of origin.

(Sec. 307, 46 Stat. 689; 19 U. S. C. 1307)

PART 14—APPRAISEMENTS

Section 14.3 (b) is amended to read as follows:

(b) The time of exportation referred to in section 402 of the tariff act, as amended, is the date on which the merchandise actually leaves the country of exportation for the United States. However, if the merchandise is not exported directly by water and no positive evidence is at hand as to the date of exportation, the date of the special customs or commercial invoice shall be considered to be the date of exportation unless the invoice appears to be dated after the date the merchandise actually left the country of exportation. If such invoice covers several individual bills of different dates, the latest of such dates, unless it appears to be later than the actual date of export, shall be considered to be the date of exportation. In the case of indirect shipments exported from one country through another, if the invoice is post dated, the date of the bill of lading may be considered to be the date of exportation in the absence of other evidence if the bill of lading was issued in the country of exportation. A bill of lading showing the date of shipment shall be accepted as evidence of the date of exportation, if such bill has been certified in accordance with the provisions of section 2904, Revised Statutes (19 U. S. C. 240).

(Secs. 402, 500, 624, 46 Stat. 708, as amended, 729, 759; 19 U. S. C. 1402, 1500, 1624)

[SEAL] RALPH KELLY,
Commissioner of Customs.

Approved: March 30, 1956.

DAVID W. KENDALL,
Acting Secretary of the Treasury.

[F. R. Doc. 56-2612; Filed, Apr. 6, 1956; 8:48 a. m.]

TITLE 14—CIVIL AVIATION

Chapter II—Civil Aeronautics Administration, Department of Commerce

[Amdt. 190]

Part 609—Standard Instrument Approach Procedures

Procedure Alterations

The standard instrument approach procedure alterations appearing hereinafter are adopted to become effective when indicated in order to promote safety. Compliance with the notice, procedures, and effective date provisions of section 4 of the Administrative Procedure Act would be impracticable and contrary to the public interest, and therefore is not required.

Part 609 is amended as follows:

Note: Where the general classification (LFR, VAR, ADF, ILS, GCA, or VOR), location, and procedure number (if any) of any procedure in the amendments which follow, are identical with an existing procedure, that procedure is to be substituted for the existing one, as of the effective date given, to the extent that it differs from the existing procedure; where a procedure is canceled, the existing procedure is revoked; new procedures are to be placed in appropriate alphabetical sequence within the section amended.

1. The low frequency range procedures prescribed in § 609.6 are amended to read in part:

LFR Standard Instrument Approach Procedure

Bearings, headings, and courses are magnetic. Distances are in statute miles unless otherwise indicated. Elevations and altitudes are in feet, MSL. Ceilings are in feet above airport elevation.

If an LFR instrument approach is conducted at the below named airport, it shall be in accordance with the following instrument approach procedure, unless an approach is conducted in accordance with a different procedure for such airport authorized by the Administrator of Civil Aeronautics. Initial approaches shall be made over specified routes. Minimum altitude(s) shall correspond with those established for en route operation in the particular area or as set forth below.

City and State; airport name, elevation; facility; class and identification; procedure No.; effective date	Initial approach to facility from—	Course and distance	Minimum altitude (ft.)	Procedure turn (—) side of final approach course (outbound and inbound); altitudes; limiting distances	Minimum altitude over facility on final approach course (ft.)	Course and distance, facility to airport	Ceiling and visibility minimums			If visual contact not established at authorized landing minimums after passing facility within distance specified, or if landing not accomplished
							Condition	Type aircraft: 75 m. p. h. or less	Type aircraft: More than 75 m. p. h.	
1	2	3	4	5	6	7	8	9	10	11
ANCHORAGE, ALASKA. Anchorage International Airport, 114'. SBRAZ-VPDTX-ANC. Procedure No. 1. Amendment No. 4. Effective date: May 5, 1956. Supersedes Amendment M-3, dated October 1, 1955. Major changes: Realignment of SW course.	Turnagain Intersection. (Intersection SW course ANC LFR and 302° bearing to ANC LOM) (final).	003—4.7 nautical miles to Jewel Lake FM	800	Nonstandard. W side of SW course: 183° outbound. 003° inbound. 1,500' within 10 nautical miles. Procedure turn W due high terrain E.	800 over Jewel Lake FM	Jewel Lake FM 304—2.6 nautical miles	2 engines or less			Within 2.6 nautical miles after passing Jewel Lake FM climb to 1,500' on SW course (183°) Anchorage LFR within 20 nautical miles. Alternate missed approach: Procedures when directed by ATC: (1) Proceed direct to Anchorage LOM, climb to 1,500' on course of 244° within 20 nautical miles. (2) Climb to 1,500' on NW course Anchorage LFR (296°) to hold at Susitna Intersection. (3) Climb to 2,500' on NW course Merrill LFR (326°) within 20 nautical miles. Caution: 346' hill 1.5 miles SW of airport 1.5 miles W of final approach between facility and airport.
							T-dn	300-1	300-1	
							C-dn	500-1	500-1	
							S-dn 31	400-1	400-1	
							A-dn	800-2	800-2	
	Radar transition within 25 nautical miles of ASR station as directed by ATC.						More than 2 engines			
							T-dn	----------	200-½	
							C-dn	----------	500-1½	
							S-dn 31	----------	400-1	
							A-dn	----------	800-2	
ANCHORAGE, ALASKA. Anchorage International Airport, 114'. SBRAZ-VPDTX-ANC. Procedure No. 2. Amendment No. 5. Effective date: May 5, 1956. Supersedes Amendment M-4, dated October 1, 1955. Major changes: Realignment of SW course.	Radar transition within 25 nautical miles of ASR station as directed by ATC.			W side of NE course: 360° outbound. 180° inbound. 1,500' within 10 nautical miles. (Not authorized beyond 10 nautical miles.)	1,000	216—4.2	2 engines or less			Within 4.2 miles climb to 1,500' on SW course (183°) Anchorage LFR within 20 nautical miles. Alternate missed approach: Procedures when directed by ATC: (1) Proceed direct to Anchorage LOM, climb to 1,500' on course of 244° within 20 nautical miles. (2) Climb to 1,500' on NW course Anchorage LFR (296°) to hold at Susitna Intersection. (3) Climb to 2,500' on NW course Merrill LFR (326°) within 20 nautical miles.
							T-dn	300-1	300-1	
							C-dn	500-1	500-1	
							A-dn	800-2	800-2	
							More than 2 engines			
							T-dn	----------	200-½	
							C-dn	----------	500-1½	
							A-dn	----------	800-2	

LFR STANDARD INSTRUMENT APPROACH PROCEDURE—Continued

City and State; airport name, elevation; facility; class and identification; procedure No.; effective date	Initial approach to facility from—	Course and distance	Minimum altitude (ft.)	Procedure turn (—) side of final approach course (outbound and inbound); altitudes; limiting distances	Minimum altitude over facility on final approach course (ft.)	Course and distance, facility to airport	Ceiling and visibility minimums			If visual contact not established at authorized landing minimums after passing facility within distance specified, or if landing not accomplished
							Condition	Type aircraft		
								75 m. p. h. or less	More than 75 m. p. h.	
1	2	3	4	5	6	7	8	9	10	11
GALENA, ALASKA. Galena Airport, 120'. SBRAZ-PDVT-GAL. Procedure No. 1. Amendment No. 8. Effective date: April 15, 1956. Supersedes Amdt. 7, dated April 14, 1956. Major changes: Raise procedure turn altitude.	Shuttle: E course: 065° outbound, 245° inbound, to 3,000' within 20 nautical miles.	----------	----------	Nonstandard. S side of E course: 065° outbound. 245° inbound. 2,000' within 10 nautical miles. Not authorized beyond 10 nautical miles.	1,200	245—2.9 nautical miles	2 engines or less T-dn C-dn S-dn 25 A-dn	300-1 400-1 400-1 800-2	300-1 500-1 400-1 800-2	Within 2.9 nautical miles, climb to 3,000' on W course (265°) Galena LFR within 20 nautical miles. CAUTION: Higher terrain N of final approach course. Make all turns to S side of final approach course.
							More than 2 engines T-dn C-dn S-dn 25 A-dn	---------- ---------- ---------- ----------	200-½ 500-1½ 400-1 800-2	
HOMER, ALASKA. Homer Airport, 80'. SBRAZ-VPDT-HOM. Procedure No. 1. Amendment No. 12. Effective date: May 5, 1956. Supersedes Amendment M-11, dated September 10, 1955. Major changes: Item 3—Distance increased to 31 miles.	Anchor Point Intersection (final).	061—28 nautical miles	1,900	S side W course: 241° outbound. 061° inbound. 1,900' within 10 nautical miles.	1,900	*063—1.6 nautical miles	2 engines or less T-dn C-dn A-dn	400-1 500-2 800-2	400-1 500-2 800-2	Within 5.2 nautical miles, turn right, climb to 2,500' on W course (241° outbound) within 20 nautical miles. *Let-down from facility on magnetic course (90° to minimums. CAUTION: Terrain within 1 mile N and W rising to 1,900' and continuing to rise to 1,900' within 4 miles. All maneuvers prior to landing must be accomplished SE of airport. Turn right after takeoff runway 3, turn left after takeoff runway 21.
							More than 2 engines T-dn C-dn A-dn	---------- ---------- ----------	400-1 500-2 800-2	
KENAI, ALASKA. Kenai Airport, 95'. SBRAZ-VPDT-ENA. Procedure No. 1. Amendment No. 8. Effective date: May 5, 1956. Supersedes Amendment No. 7, dated August 27 1955. Major changes: L Realignment of SW and NE courses.	----------	----------	----------	N side of NE course: 009° outbound. 189° inbound. 1,480' within 10 nautical miles.	800	187—2.1 nautical miles	2 engines or less T-dn C-dn S-dn 18 A-dn	300-1 300-1 400-1 800-2	300-1 500-1 600-1 800-2	Within 2.1 nautical miles, climb to 1,400' on SW course (187°) within 20 nautical miles.
							More than 2 engines T-dn C-dn S-dn 18 A-dn	---------- ---------- ---------- ----------	200-½ 500-1½ 400-1 800-2	
LOUISVILLE, KY. Standiford, 407'. SBMRLZ-DTXV-LOU. Procedure No. 1. Amendment No. 5. Effective date: May 5, 1956. Supersedes Amendment 4 dated January 22, 1951. Major changes: Procedure turn altitude revised.	Eastwood FM (final).....	262—9	1,800	S side E course: 086° outbound. 266° inbound. 2,400' within 10 miles.	1,500	242—6.1	2 engines or less T-dn C-d C-n S-d 24 S-n 24 A-dn	300-1 500-1 500-2 500-1 500-2 800-2	300-1 600-1 600-2 500-1 500-2 800-2	Within 6.1 miles, climb to 2,100' on W course of Louisville LFR within 10 miles.
							More than 2 engines T-dn C-d C-n S-d 24 S-n 24 A-dn	---------- ---------- ---------- ---------- ---------- ----------	200-½ 600-1½ 600-2 500-1½ 500-2 800-2	

2. The automatic direction finding procedures prescribed in § 609.8 are amended to read in part:

ADF STANDARD INSTRUMENT APPROACH PROCEDURE

Bearings, headings, and courses are magnetic. Distances are in nautical miles unless otherwise indicated, except visibilities which are in statute miles. Elevations and latitudes are in feet, MSL. Ceilings are in feet above airport elevation.

If an ADF instrument approach is conducted at the below named airport, it shall be in accordance with the following instrument approach procedure, unless an approach is conducted in accordance with a different procedure for such airport authorized by the Administrator of Civil Aeronautics. Initial approaches shall be made over specified routes. Minimum altitude(s) shall correspond with those established for en route operation in the particular area as set forth below.

City and State; airport name, elevation; facility; class and identification; procedure No.; effective date	Initial approach to facility from—	Course and distance	Minimum altitude (ft.)	Procedure turn (—) side of final approach course (outbound and inbound); altitudes; limiting distances	Minimum altitude over facility on final approach course (ft.)	Course and distance, facility to airport	Ceiling and visibility minimums				If visual contact not established at authorized landing minimums after passing facility within distance specified, or if landing not accomplished
							Condition	2 engines or less		More than 2 engines (more than 65 knots)	
								65 knots or less	More than 65 knots		
1	2	3	4	5	6	7	8	9	10	11	12
ANCHORAGE, ALASKA. Anchorage International Airport, 114'. MHW-JEL. Procedure No. 2. Amendment No. 2. Effective date: May 5, 1956. Supersedes Amendment No. 1 dated October 1, 1955. Major changes: 1. Realinement of SW course.	Merrill LFR-MRI	200—6.9	1,500	Nonstandard. W side of course: 183° outbound. 003° inbound. 1,500' within 10 miles. Procedure turn W due high terrain E.	800	314—1.8	T-dn C-dn S-dn 31 A-dn	300-1 500-1 400-1 800-2	300-1 500-1 400-1 800-2	300-1½ 500-1½ 400-1 800-2	Within 1.8 miles, climb to 1,500' on SW course Anchorage LFR (183°) within 20 miles. Alternate missed approach procedure when directed by ATC: 1. Proceed direct to Anchorage LOM, climb to 1,500' on course of 244° within 20 miles; 2. climb to 1,500' on NW course Anchorage LFR (296°) to hold at Susitna Intersection; 3. climb to 2,500' on NW course Merrill LFR 328° outbound within 20 miles. CAUTION: 340' hill 1.8 miles SW of airport and 1.5 miles W of final approach between facility and airport.
	Anchorage LFR-ANC	193—4.6	1,500								
	Delta Island Intersection	063—14.3	1,500								
	Susitna Intersection	134—14.2	1,500								
	Turnagain Intersection (Intersection SW course ANC LFR and 302° bearing to ANC LOM) final.	353—4.9	800								
	Radar transition within 25 nautical miles of ASR station as directed by ATC.										
DETROIT, MICH. Willow Run, 719'. Detroit Wayne Major. ILS-LOM-RM. Procedure No. 3. Amendment No. 1. Effective date: March 22, 1955.	PROCEDURE CANCELED FEBRUARY 11, 1956—NO LONGER USED BY APPROACH CONTROL. APPROACH TO RUNWAY 32 NOW ACCOMMODATED BY TVOR 32										
SEATTLE, WASH. Boeing Field, 17'. SBRAZ-SEA. Jet Aircraft. Procedure No. 1. Amendment No. 1. Effective date: May 5, 1956. Supersedes Amendment, Original date November 26, 1955. Major changes: Delete standard procedure turn; specify teardrop procedure turn; revise missed approach wording; add initial approach altitude 20,000'.	All directions	----------	20,000	Teardrop type procedure turn: 150° outbound. 356° inbound. Start descent over station. At one-half initial approach altitude execute descending right turn within 20 miles, complete turn on 356° inbound course minimum altitude 5,000'.	*1,500	290—2.1		All aircraft			Within 2.1 miles, turn left climb to 2,000' on 290° course outbound from SEA-LFR. At 10 miles from LFR commence climb to 14,000' within 25 miles of station or as directed by ATC. *Descent from 2,000' to 1,500' authorized after passing LOM or 4 mile DME fix S of VOR-DME inbound.
							T-dn C-dn A-dn	300-1 1,500-2 1,500-2	300-1 1,500-2 1,500-2	300-1 1,500-2 1,500-2	
SEATTLE, WASH. Boeing Field, 17'. SBRAZ-SEA. Jet Aircraft. Procedure No. 2. Amendment No. 1. Effective date: May 5, 1956. Supersedes original dated, November 26, 1955. Major changes: Delete standard procedure turn; specify teardrop procedure turn; revise missed approach wording; add initial approach altitude 20,000'.	All directions	----------	20,000	Teardrop type procedure turn: 270° outbound. 117° inbound. Start descent over station at one-half initial approach altitude execute descending right turn within 20 miles complete turn on 117° course minimum altitude 4,000'.	Over Harbor Island FM* 2,000	117—3.2 From Harbor Island FM		All aircraft			Within 3.2 miles of Harbor Island FM turn right climb to 2,000' on 290° course outbound from SEA-LFR. At 10 miles from LFR commence climb to 14,000' within 25 miles of station, or as directed by ATC. *Or 9 miles from SEA-VOR-DME.
	Kitsap Intersection (final)	117—12.0	2,000				T-dn C-dn A-dn	300-1 1,500-2 1,500-2	300-1 1,500-2 1,500-2	300-1 1,500-2 1,500-2	

3. The very high frequency omnirange procedures prescribed in § 609.9 (a) are amended to read in part:

VOR STANDARD INSTRUMENT APPROACH PROCEDURE

Bearings, headings, and courses are magnetic. Distances are in statute miles unless otherwise indicated. Elevations and altitudes are in feet, MSL. Ceilings are in feet above airport elevation.
If a VOR instrument approach is conducted at the below named airport, it shall be in accordance with the following instrument approach procedure, unless an approach is conducted in accordance with a different procedure for such airport authorized by the Administrator of Civil Aeronautics. Initial approaches shall be made over specified routes. Minimum altitude(s) shall correspond with those established for en route operation in the particular area or as set forth below.

City and State; airport name, elevation; facility; class and identification; procedure No.; effective date	Initial approach to facility from—	Course and distance	Minimum altitude (ft.)	Procedure turn (—) side of final approach course (outbound and inbound); altitudes; limiting distances	Minimum altitude over facility on final approach course (ft.)	Course and distance, facility to airport	Ceiling and visibility minimums			If visual contact not established at authorized landing minimums after passing facility within distance specified, or if landing not accomplished
							Condition	Type aircraft		
								75 m. p. h. or less	More than 75 m. p. h.	
1	2	3	4	5	6	7	8	9	10	11
BROWNSVILLE, TEX. Rio Grande Valley International, 22'. BVOR-BRO. Procedure No. 1. Amendment 2. Effective date: May 5, 1956. Superseded Amendment 1, dated January 22, 1955. Major changes: Lower missed approach altitude. Minor changes in transition courses.	Brownsville LFR	103—3.7 nautical miles	1,200	N side of course: 062° outbound. 242° inbound. 1,200' within 10 nautical miles.	600	242—2.3 nautical miles	2 engines or less T-dn C-dn S-dn 26 A-dn	300-1 400-1 400-1 800-2	300-1 500-1 400-1 800-2	Within 2.3 nautical miles climb to 1,200' on radial 242° within 20 nautical miles. CAUTION: 156' water tank 0.5 miles W of airport.
	Los Fresnos FM	138—10.2 nautical miles	1,200							
	Brownsville LOM	138—3.9 nautical miles	1,200				More than 2 engines T-dn C-dn S-dn 26 A-dn	---------- ---------- ---------- ----------	200-½ 500-1½ 400-1 800-2	
SEATTLE, WASH. Boeing Field, 17'. BVOR-DME-SEA. Jet aircraft. Procedure No. 1. Amendment No. 1. Effective date: May 5, 1956. Supersedes original dated November 26, 1955. Major changes: Delete standard procedure turn; specify teardrop type procedure turn; revise missed approach wording; add initial approach altitude, 20,000'.	All directions	----------	20,000	Teardrop type procedure turn: 290° outbound. 145° inbound. Start descent over station at one-half initial approach altitude; execute descending right turn within 20 nautical miles. Complete turn on 145° inbound course, minimum altitude 4,000'.	Over Harbor Island FM* 2,000	117—3.2 nautical miles from Harbor Island FM	All aircraft T-dn C-dn A-dn	300-1 1,500-2 1,500-2	300-1 1,500-2 1,500-2	Within 3.2 nautical miles of Harbor Island FM turn right climb to 2,000' outbound on 270° radial SEA-VOR. At 10 nautical miles from VOR commence climb to 14,000' within 25 nautical miles or as directed by ATC. *Or 9 nautical miles from SEA-VOR/DME.
	From 14 nautical mile fix to Harbor Island FM (final).	145—6 nautical miles	2,000							
SEATTLE, WASH. Boeing Field, 17'. BVOR-DME-SEA. Jet aircraft. Procedure No. 2. Amendment No. 1. Effective date: May 5, 1956. Supersedes original dated November 26, 1955. Major changes: Delete standard procedure turn; specify teardrop procedure turn; revise missed approach wording; add initial approach altitude 20,000'.	All directions	----------	20,000	Teardrop type procedure turn: 250° outbound. 040° inbound. Start descent over station. At one-half initial approach altitude execute descending left turn within 20 nautical miles; complete turn on 040° inbound course minimum altitude 4,000'.	2,000	342—5.0 nautical miles	All aircraft T-dn C-dn A-dn	300-1 1,500-2 1,500-2	300-1 1,500-2 1,500-2	Within 5 nautical miles turn left climb to 2,000' outbound on 270° radial SEA-VOR. At 10 nautical miles commence climb to 14,000' within 25 nautical miles, or as directed ATC.
	20 nautical mile fix to SEA-VOR-DME (final).	010—20 nautical miles	2,000							

4. The very high frequency omnirange procedures prescribed in § 609.9 (b) are amended to read in part:

TVOR STANDARD INSTRUMENT APPROACH PROCEDURE

Bearings, headings, and courses are magnetic. Distances are in statute miles unless otherwise indicated. Elevations and altitudes are in feet, MSL. Ceilings are in feet above airport elevation.
If a TVOR instrument approach is conducted at the below named airport, it shall be in accordance with the following instrument approach procedure, unless an approach is conducted in accordance with a different procedure for such airport authorized by the Administrator of Civil Aeronautics. Initial approaches shall be made over specified routes. Minimum altitude(s) shall correspond with those established for en route operation in the particular area or as set forth below.

City and State; airport name, elevation; facility; class and identification; Procedure No. (TVOR); effective date	Initial approach to facility from—	Course and distance	Minimum altitude (ft.)	Procedure turn (—) side of final approach course (outbound and inbound); altitudes; limiting distances	Minimum altitude over facility on final approach course (ft.)	Course and distance from int. runway center line extended and final course to approach end of runway	Ceiling and visibility minimums			If visual contact not established at TVOR or if landing not accomplished
							Condition	Type aircraft		
								75 m. p. h. or less	More than 75 m. p. h.	
1	2	3	4	5	6	7	8	9	10	11
FRESNO, CALIF. Fresno Air Terminal, 331'. BVOR-DME-FNO. TVOR-11. Original. Effective date: May 5, 1956. Supersedes: None.	FNO LFR	046—6.1 nautical miles	1,700	S side of course: 307° outbound. 127° inbound. 1,700' within 10 nautical miles. Not authorized beyond 10 nautical miles. Procedure turn not required with DME.	#800	108—1.6 nautical miles	2 engines or less			Climb to 2,000' on radial 127° FNO VOR within 20 nautical miles. #1,100' mean sea level (800' ceiling) required if DME not available or if ADF bearing 183° to FNO LFR not identified on final.
							T-dn	300-1	300-1	
							C-dn	#500-1	#500-1	
							S-dn 11	#400-1	#400-1	
							A-dn	800-2	800-2	
	5 nautical mile DME fix R-307 (final).	127—5 nautical miles	#800				More than 2 engines			
							T-dn	----------	200-½	
							C-dn	----------	#500-1½	
							S-dn 11	----------	#400-1	
							A-dn	----------	800-2	
	From 10 nautical mile to 5 nautical mile fixes on R-307.	127—5 nautical miles	1,100							
	Orbiting between 10 nautical miles and 15 nautical miles at 1,700' authorized between radials 271° and 312° in either direction.									
FRESNO, CALIF. Fresno Air Terminal, 331'. BVOR-DME-FNO. TVOR-29. Amendment 1. Effective date: May 5, 1956. Supersedes Original, dated, November 5, 1953. Major changes: Missed approach changed; new format.	FNO LFR	046—6.1 nautical miles	1,700	S side of course: 095° outbound. 275° inbound. 1,700' within 10 nautical miles. Not authorized beyond 10 nautical miles.	#800	288—2.1 nautical miles	2 engines or less			Climb to 2,000' on 275° radial FNO VOR within 20 nautical miles. #800' mean sea level (300' ceiling) required if DME not available or if ADF bearing abeam FNO LOM not identified on final.
							T-dn	300-1	300-1	
							C-dn	500-1	500-1	
							S-dn 29	#400-1	#400-1	
							A-dn	800-2	800-2	
	5 nautical mile DME fix R-095 (final).	275—5 nautical miles	#700				More than 2 engines			
							T-dn	----------	200-½	
							C-dn	----------	500-1½	
							S-dn 29	----------	#400-1	
							A-dn	----------	800-2	
LANCASTER, PA. Municipal, 403'. TVOR-LRP. TVOR-8. Effective date: May 5, 1956. Amendment "Original". Facility owned and operated by the Lancaster Airport Authority.	Lancaster Radiobeacon or Intersection.	060—5	2,000	S side of course: 262° outbound. 082° inbound. 2,000' within 10 miles of TVOR.	#900	076—0.5	2 engines or less			Climb to 2,000' on radial 082° within 10 miles and return to TVOR at 2,000'. #Maintain 1,200' until after passing Landisville Intersection. If aircraft not equipped to identify Landisville Intersection, ceiling minimum of 800' is applicable for landing. *Intersection, Lancaster, Pa., TVOR 082° radial and Harrisburg, Pa., 115° radial or 133° bearing to Lancaster, Pa., Radiobeacon. CAUTION: 1,490' tower 17 miles SW of airport.
							T-dn	300-1	300-1	
							C-dn	500-1	600-1	
							S-dn 8	500-1	500-1	
							A-dn	800-2	800-2	
	Landisville Intersection* (final).	082-6.5	#900							
LANCASTER, PA. Municipal, 403'. TVOR-LRP. TVOR-13 (using Lancaster Radiobeacon). Effective Date: May 5, 1956. Amendment "Original." Facility owned and operated by the Lancaster Airport Authority.	Lancaster Radiobeacon or Intersection.	060—5	2,000	S side of course: 300° outbound. 120° inbound. 2,000' within 10 miles of Manheim Intersection.	#900	128—0.5	2 engines or less			Climb to 2,000' on radial 120° within 10 miles and return to Lancaster TVOR at 2,000'. #Maintain 1,400' until after passing Manheim Intersection. If aircraft not equipped to receive Manheim Intersection, ceiling minimum of 1,000' is applicable for landing. *Intersection Lancaster, Pa., TVOR radial 300° and 188° bearing to Lancaster, Pa., Radiobeacon.
							T-dn	300-1	300-1	
							C-dn	500-1	600-1	
							S-dn 13	500-1	500-1	
							A-dn	800-2	800-2	
	Manheim Intersection* (final).	120—4.5	#900							

TVOR STANDARD INSTRUMENT APPROACH PROCEDURE—Continued

City and State; airport name, elevation; facility; class and identification; Procedure No. (TVOR); effective date	Initial approach to facility from—	Course and distance	Minimum altitude (ft.)	Procedure turn (—) side of final approach course (outbound and inbound); altitudes; limiting distances	Minimum altitude over facility on final approach course (ft.)	Course and distance from int. runway center line extended and final course to approach end of runway	Ceiling and visibility minimums			If visual contact not established at TVOR or if landing not accomplished
							Condition	Type aircraft		
								75 m. p. h. or less	More than 75 m. p. h.	
1	2	3	4	5	6	7	8	9	10	11
LANCASTER, PA. Municipal, 403'. TVOR-LRP. TVOR-31. Effective date: May 5, 1938. Amendment, "Original." Facility owned and operated by the Lancaster Airport Authority.	Lancaster Radiobeacon or Intersection.	000—5	2,000	N side of course: 137° outbound. 317° inbound. 2,000' within 10 miles.	1,000	308—0.5	2 engines or less T-dn C-dn A-dn	 300-1 600-1 800-2	 300-1 600-1 800-2	Climb to 2,000' on radial 317° within 10 miles. Make left turn and return to Lancaster TVOR at 2,000'.

5. The instrument landing system procedures prescribed in § 609.11 are amended to read in part:

ILS STANDARD INSTRUMENT APPROACH PROCEDURE

Bearings, headings, and courses are magnetic. Distances are in statute miles unless otherwise indicated. Elevations and altitudes are in feet, MSL. Ceilings are in feet above airport elevation.

If an ILS instrument approach is conducted at the below named airport, it shall be in accordance with the following instrument approach procedure, unless an approach is conducted in accordance with a different procedure for such airport authorized by the Administrator of Civil Aeronautics. Initial approaches shall be made over specified routes. Minimum altitude(s) shall correspond with those established for en route operation in the particular area or as set forth below:

City and State; airport name, elevation; facility; class and identification; procedure No.; effective date	Transition to ILS				Procedure turn (—) side of final approach course (outbound and inbound); altitudes; limiting distances	Minimum altitude at glide slope intercept inbound (ft.)	Altitude of glide slope and distance to approach end of runway at—		Ceiling and visibility minimums			If visual contact not established upon descent to authorized landing minimums or if landing not accomplished
	From—	To—	Course and distance (nautical miles)	Minimum altitudes (ft.)			Outer marker	Middle marker	Condition	Type aircraft		
										75 m.p.h. or less	More than 75 m. p. h.	
1	2	3	4	5	6	7	8	9	10	11	12	13
ALBUQUERQUE, N. MEX. Kirtland AFB/MUN 5,352'. Procedure No. 1. Amendment No. 13. Effective date: May 5, 1956. Supersedes Amendment No. 12, dated December 11, 1955. Major changes: Add transitions from Bernardo Intersection and Belen MH. Distances indicated in nautical miles.	Albuquerque LFR	LOM	159—1.1	7,000	W side S course: 170° outbound. 350° inbound. 7,000' within 10 nautical miles.	6,400	6,400—3.8 nautical miles	5,530—0.6 nautical miles	2 engines or less T-dn C-dn	 300-1 400-1	 300-1 500-1	Turn left to 325° heading and climb to 8,000' on N course ABQ LFR or 010 radial ABQ VOR within 20 nautical miles. Alternate missed approach: When directed by ATC turn left and climb to 8,000' on 206 radial ABQ VOR within 20 nautical miles. CAUTION: Terrain exceeding 8,000' E of ILS localizer—all turns to be made W of course.
	Albuquerque VOR	LOM	104—11.7	7,000					S-dn Runway 35	 200-½	 200-½	
	La Joya Intersection	LOM	354—55	7,500					A-dn	600-2	600-2	
	Peralta Intersection/FM (final).	LOM	350—9.1	6,400					More than 2 engines T-dn C-dn		 200-½ 500-1½	
	Aden Intersection	LOM	170—26	9,000					S-dn Runway 35		 200-½	
	Weller Intersection	LOM	170—16.5	7,000					A-dn	.....	600-2	
	Kirtland Intersection	LOM	170—5.0	7,000								
	Intersection 090 radial ABQ VOR and ILS S course.	LOM	170—2.6	7,000								
	Intersection 107 radial ABQ VOR and ILS S course.	LOM	350—6.7	7,000								
	Belen Radiobeacon	LOM	004—13.1	7,000								
	Bernardo Intersection	LOM	349—34	8,000								

ILS STANDARD INSTRUMENT APPROACH PROCEDURE—Continued

City and State; airport name, elevation; facility; class and identification; procedure No.; effective date	Transition to ILS				Procedure turn (—) side of final approach course (outbound and inbound); altitudes; limiting distances	Minimum altitude at glide slope intercept ion inbound (ft.)	Altitude of glide slope and distance to approach end of runway at—		Ceiling and visibility minimums			If visual contact not established upon descent to authorized landing minimums or if landing not accomplished
	From—	To—	Course and distance (nautical miles)	Minimum altitudes (ft.)			Outer marker	Middle marker	Condition	Type aircraft: 75 m.p.h. or less	Type aircraft: More than 75 m. p. h.	
1	2	3	4	5	6	7	8	9	10	11	12	13
ANCHORAGE, ALASKA. Anchorage International Airport 114'. ILS-I-ANC. LOM-AN. Combination ILS and ADF. Procedure No. 1. Amendment No. 3. Effective date: May 5, 1956. Supersedes Amendment M-2 dated October 1, 1955. Major changes: (1) Realignment of SW course.	Anchorage LFR	LOM	234—8.7	1,500	S side of W course: 244° outbound. 064° inbound. 1,500' within 10 nautical miles of LOM.	ILS 1,500 / ADF 1,500 over LOM	1,500—4.8 nautical miles	320—0.6 nautical miles	2 engines or less			Within 4.8 nautical miles after passing LOM (ADF) climb to 1,500' on SW course (183°) ANC LFR within 20 nautical miles. Alternate missed approach procedures when directed by ATC: (1) climb to 1,500' on W course ILS (244° ADF) within 20 nautical miles of LOM. (2) climb to 1,500' on NW course ANC LFR (296°) to hold at Susitna Intersection. (3) Climb to 2,500' on NW course Merrill LFR (326°) within 20 nautical miles.
	Merrill LFR	LOM	230—11	1,500					T-dn	300-1	300-1	
	Delta Island Intersection	LOM	050—8.9	1,500					C-dn	500-1	500-1	
	Jewel Lake FM	LOM	265—6.9	1,500					S-dn 6-ILS	300-¼	300-¼	
	Jewel Lake Radiobeacon	LOM	263—6.1	1,500					6-ADF	400-1	400-1	
	Susitna Intersection	LOM	159—11.5	1,500					A-dn ILS	600-2	600-2	
	Turn again Intersection (Intersection SW course ANC LFR and 302° bearing to ANC LOM) final.	LOM	302—7.8	1,500					ADF	800-2	800-2	
	Radar transition within 25 nautical miles of ASR station as directed by ATC.								More than 2 engines T-dn		200-½	
									C-dn		500-1½	
									S-dn 6-ILS		300-¼	
									6-ADF		400-1	
									A-dn ILS		600-2	
									ADF		800-2	
BURBANK, CALIF. Lockheed Air Terminal 794'. ILS-BUR. Procedure No. 1. Amendment No. 6. Effective date: May 5, 1956. Supersedes Amendment No. 5, dated August 6, 1955. Major changes: Second transition from Fillmore added; transitions from Shoreline Intersection and Saugus Intersection added.	Burbank LFR	LOM	251—9.5	*5,000	S side of course: 256° outbound. 076° inbound. 4,100' within 10 nautical miles W of LOM. Beyond 10 nautical miles not authorized.	4,100	4,078—12.3 nautical miles	1,268—1.7 nautical miles / Inner compass Locator 882—0.4 nautical miles	All aircraft #T-dn	300-1	300-1	Turn right and climb to 4,100' on W course of BUR ILS to LOM. Alternate missed approach: When directed by ATC, climb to 3,000' on SE course of BUR LFR, then make 180° right turn, continuing climb to 5,000' while homing on BUR LFR and hold at BUR LFR in nonstandard 2 minute pattern on SE course; or, if directed by ATC, climb to 5,000' on SE course of BUR LFR. CAUTION: 2,000' terrain 2½ miles NE of airport rising to 3,120' approximately 4 miles E-NE of airport. *4,100' authorized after track is established westbound on ILS localizer. #600-1 required for all take-offs when departing via SE course BUR LFR. 200-½ authorized for take-off on runway 25 for 4-engine aircraft.
	Saugus Intersection	LOM	184—19	7,000					C-d	900-1½	900-1½	
	Simi Intersection (final)	LOM	131—7.8	4,100					C-n	900-2	900-2	
	Broome Intersection (final)	LOM	076—13.8	4,100					S-dn Ry 7	600-1	600-1	
	Malibu Intersection	LOM	356—19.1	5,000					A-dn	900-2	900-2	
	Shoreline Intersection	LOM	344—11	5,000								
	Newhall LFR	LOM	161—12.2	6,000								
	Fillmore VOR	LOM	109—16.5	5,000								
	Fillmore VOR (final)	ILS CRS	126—13	5,000								

6. The ground controlled approach procedures prescribed in § 609.13 are amended to read in part:

GCA STANDARD INSTRUMENT APPROACH PROCEDURES

Bearings, headings, and courses are magnetic. NOTE: Distances are in nautical miles unless otherwise indicated, except visibilities which are in statute miles. Elevations and altitudes are in feet, MSL. Ceilings are in feet above airport elevation.

If a GCA instrument approach is conducted at the below named airport, it shall be in accordance with the following instrument procedure, unless an approach is conducted in accordance with a different procedure for such airport authorized by the Administrator of Civil Aeronautics. Initial approaches shall be made over specified routes. Minimum altitude(s) shall correspond with those established for en route operation in the particular area or as set forth below. Positive identification must be established with the radar controller. From initial contact with GCA to final authorized landing minimums, the instructions of the radar controller are mandatory except when (A) visual contact is established on final approach at or before descent to the authorized landing minimums, or (B) at pilot's discretion if it appears desirable to discontinue the approach. Except when the radar controller may direct otherwise prior to final approach, a missed approach shall be executed as provided below when (A) communication on final approach is lost for more than 5 seconds during a PAR approach, or for more than 30 seconds during an ASR approach; (B) directed by radar controller; (C) visual contact is not established upon descent to authorized landing minimums; or (D) if landing is not accomplished.

City and State; airport name; airport elevation; effective date	Radar terminal area; maneuvering altitudes by sectors and limiting distances	Ceiling and visibility minimums								Missed approach procedure
		Runway No.	Condition	Precision approach (PAR)			Surveillance approach (ASR)			
				2 engines or less		More than 2 engines	2 engines or less		More than 2 engines	
				65 knots or less	Over 65 knots	Over 65 knots	65 knots or less	Over 65 knots	Over 65 knots	
1	2	3	4	5	6	7	8	9	10	11
ANCHORAGE, ALASKA. Anchorage International Airport 114'. Procedure No. 1. Amendment No. 1. Effective date: May 5, 1956. Supersedes Amendment No. Original, dated May 21, 1955. Major changes: 1. Realinement of SW course.	All bearings are to the radar with sector azimuths progressing clockwise.	All runways....	T-dn C-dn A-dn	---------- ---------- ----------	---------- ---------- ----------	---------- ---------- ----------	300-1 500-1 800-2	300-1 500-1 800-2	200-½ 500-1½ 800-2	Climb to 1,500' on SW course Anchorage LFR (183° outbound) within 20 nautical miles of Jewel Lake MH/FM. Alternate missed approach procedures when directed by ATC: (1) Climb to 1,500' proceeding direct to Anchorage LOM, thence on course of 245° outbound, 054° inbound within 20 nautical miles. (2) Climb to 1,500' on NW course Anchorage LFR (296° outbound) to hold at Susitna Intersection. (3) Climb to 2,500' on NW course of Merrill LFR (326° outbound) within 20 nautical miles. *ASR approach on runway 24 not authorized due high terrain E and ground clutter. CAUTION: Terrain 346' MSL 2 miles SSW of airport and 1.5 miles west of approach course to runway 31.
	Within 5 miles: 340°-200° 1,400'. 200°-300° 2,500'. 300°-340° 1,400'.	24*..... 6, 31, 15.....	S-dn S-dn	---------- ----------	---------- ----------	---------- ----------	NA 400-1	NA 400-1	NA 400-1	
	Within 8 miles: 340°-200° 1,400'. 200°-300° 9,000'. 300°-340° 1,400'.									
	Within 15 miles: 340°-200° 1,500'. 200°-300° 9,000'. 300°-340° 5,000'.									
	Within 20 miles: 340°-200° 1,500'. 200°-300° 9,000'. 300°-340° 6,000'.									
	Within 25 miles: 340°-200° 1,500'. 200°-300° 9,500'. 300°-340° 6,500'.									

These procedures shall become effective on the dates indicated in Column 1 of the procedures.

(Sec. 205, 52 Stat. 984, as amended; 49 U. S. C. 425. Interpret or apply sec. 601, 52 Stat. 1007, as amended; 49 U. S. C. 551)

[SEAL]

JAMES T. PYLE,
Acting Administrator of Civil Aeronautics.

[F. R. Doc. 56-2443; Filed, Apr. 6, 1956; 8:45 a. m.]

TITLE 32—NATIONAL DEFENSE

Chapter I—Office of the Secretary of Defense

Subchapter A—Armed Services Procurement Regulations

[Amdt. 11]

MISCELLANEOUS AMENDMENTS

The following amendments are made to this subchapter:

PART 1—GENERAL PROVISIONS

SUBPART C—BASIC POLICIES

A new § 1.309 has been added to implement P. L. 664, 83d Congress (15 U. S. C. 616a, 68 Stat. 832), which amends section 901 of the Merchant Marine Act, 1936 (46 U. S. C. 1241). The amendment requires, generally, the transportation of at least 50 percent of certain military supplies by privately owned United States commercial vessels when such supplies are transported by sea. Section 1.309 reads as follows:

§ 1.309 *Preference for United States-flag privately owned ocean carriers*—(a) *Definitions.* As used in this section:

(1) "Dry bulk carriers" are ships for the carriage of shipload lots of homogeneous unmarked cargoes such as grain, coal, cement and lumber;

(2) "Dry cargo liners" are ships used for the carriage of heterogeneous marked cargoes in parcel lots. However, any cargo can be carried in such ships, including part cargoes of bulk items such as those mentioned in subparagraph (1) of this paragraph, or, when carried in deep tanks, bulk liquids such as petroleum and vegetable oils;

(3) "Tankers" are ships used for the carriage of bulk liquid cargoes such as liquid petroleum products, vegetable oils and molasses;

(4) "Government vessel" means a vessel owned by the United States Government and operated directly by the Government or for the Government by an agent or contractor, including privately owned United States-flag vessels under bareboat charter to the Government;

(5) "Private United States vessel" means a privately owned United States-flag commercial vessel, including such vessels when under voyage or time charter to the United States Government, and including Government-owned vessels under bareboat charter to private operators; and

(6) "United States-flag vessels" when used independently means both Government vessels and private United States vessels.

(b) *General.* It is the policy of the Department of Defense, in furtherance of the Cargo Preference Act (68 Stat. 832; 46 U. S. C. A. 1241 (b)) and the act of April 28, 1904 (33 Stat. 518; 10 U. S. C. 1365; 34 U. S. C. 528), to encourage and foster the American merchant marine. When transportation of supplies by ocean vessel is required:

(1) Private United States vessels shall be employed for the transportation of at least 50 percent of the aggregate gross tonnage per annum of the following categories of supplies:

(i) Supplies owned by the Government and in the possession of a Military Department, or of a contractor, or subcontractor of any tier, of a Military Department;

(ii) Supplies for the use of the United States which are contracted for and require subsequent delivery to a Military Department but are not owned by the Government at the time of shipment; and

(iii) Supplies procured, contracted for or otherwise obtained for nonreimbursable contribution to foreign assistance programs, but which are not owned by the Government at the time of shipment: *Provided*, That this requirement shall not extend to the ocean transportaion between foreign countries of supplies procured with local currency funds made available, or derived from funds made available, under the Mutual Security Act.

Provided, That the allocation of gross tonnage will be computed separately for dry bulk carriers, dry cargo liners, and tankers and in such a manner as to assure fair and reasonable participation by geographic areas; *and provided*, That pivate United States vessels are available at fair and reasonable rates for such vessels;

(2) Only United States-flag vessels will be employed for the transportation of the supplies defined in subparagraph (1) (i) of this paragraph unless such vessels are not available at fair and reasonable United States-flag rates.

(c) *Applicability.* (1) For the purposes of this paragraph the following geographic areas are established:

(i) *North Atlantic.* Includes Eastern Canada from the United States border to Goose Bay, Labrador; and Narsarssuak, Greenland.

(ii) *U. S. East Coast.* Includes the eastern United States from the Canadian border to (and including) Key West, Florida.

(iii) *U. S. Gulf.* Extends from (but excluding) Key West, Florida, to the Mexican border.

(iv) *Caribbean.* Includes Bermuda; Bahamas, Cuba, Puerto Rico; Haiti; Dominican Republic; Jamaica; Windward and Leeward Islands; Trinidad; the eastern coast of Mexico; the eastern coast of Central America; and the northern coast of South America up to (and including) French Guiana.

(v) *Eastern South America.* Includes the eastern coast of South America from (but excluding) French Guiana to Cape Horn.

(vi) *North Europe.* From the northern boundary of Portugal includes northern Atlantic and Biscay ports of Spain; Bordeaux/Hamburg range; Scandinavian and Baltic Sea ports; England, Wales, Scotland and Ireland; Iceland.

(vii) *Mediterranean.* Includes Azores; Canary Islands; French and Spanish Morocco; Mediterranean ports extending from Gibraltar to Suez Canal; ports on Adriatic and Aegean Sea, Sea of Marmora and Black Sea; and Atlantic ports of Portugal and Spain from Gibraltar to the northern boundary of Portugal.

(viii) *West Africa.* Includes the western coast of Africa from northern boundary of Rio de Oro to southern boundary of Angola and includes the Cape Verde Islands, Ascension Island and St. Helena.

(ix) *South and East Africa.* Includes the southern and eastern coast of Africa and Madagascar from southern boundary of Angola on the west coast and around the south and east coast to Cape Guardafui between the Gulf of Aden and the Indian Ocean.

(x) *South Asia.* Extends from Suez to but excluding New Guinea. Includes the shores of the Red Sea; shore of the Gulf of Aden; the northern shores of the Indian Ocean including extensions such as the Persian Gulf; the East Indies including Borneo, the Celebes, etc., but excluding the Philippines and New Guinea; and the Malay peninsula excluding Thailand.

(xi) *New Guinea-Australia.* Includes Australia; New Guinea; Tasmania; New Zealand and Melanesia (comprising generally the Admiralty Islands, New Ireland, New Britain, the Solomons, New Hebrides and New Caledonia).

(xii) *East Asia.* Includes the ports of the mainland and islands of East Asia from and including Thailand to and including Japan; includes the Philippines, Formosa, the Ryukyu Islands and the Bonins.

(xiii) *Hawaii-Central Pacific.* Hawaiian Islands; Wake/Marcus; and Oceania and Micronesia (comprising generally Palau, Marianas, Carolines, Gilberts, Fijis, Marquesas, Taumotu Archipelago, etc., but excluding oceanic island possessions of South American countries).

(xiv) *Alaska and Aleutian Islands.* Includes the western coast of Canada and Alaska (including the Aleutian Islands) south of Cape Prince of Wales.

(xv) *U. S. Northwest.* Includes all Oregon and Washington ports.

(xvi) *U. S. West Coast.* Includes all California.

(xvii) *Western Mexico and Central America.* Includes the western coast of Mexico and the western coast of Central America.

(xviii) *Western South America.* Includes the western coast of South America from (and including) the Republic of Colombia to Cape Horn, and the Pacific Island possessions of South American countries.

(xix) *Exempt areas.* (*a*) Alaska, north of Cape Prince of Wales.

(*b*) Greenland, except Narsarssuak.

(*c*) Northern and eastern Canada from Goose Bay, Labrador, to Alaska.

(*d*) Ports and facilities under security restrictions in otherwise nonexempt areas.

(*e*) Antarctica.

(2) The procedures set forth in this subparagraph are applicable to all ocean shipments of supplies except:

(i) Shipments in vessels assigned to United States Navy fleets other than the Military Sea Transportation Service;

(ii) Shipments which originate or terminate in "exempt areas" as established in subparagraph (1) of this paragraph;

(iii) Shipments which originate and terminate in the same geographic area: *Provided, however,* That supplies of the type described in paragraph (b) (1) (i) of this section shall be transported in United States-flag vessels to the extent such vessels are available at fair and reasonable United States-flag rates;

(iv) Shipments aboard vessels of the Panama Canal Company; and

(v) Shipments of classified supplies where the classification prohibits the use of non-Government vessels.

(d) *Procedures.* (1) Ocean transportation of supplies owned by the Government and in the possession of either a Military Department, or a contractor, or subcontractor of any tier, of a Military Department, will be provided by the Military Sea Transportation Service. Accordingly, any contract which may involve ocean transportation of property owned by the Government and in the possession of the contractor or any of its subcontractors (including any contract under which title to property may pass to the Government prior to shipment) shall include a provision requiring the shipment of such property only as directed by the Contracting Officer, who shall be guided by this subchapter and applicable Departmental procedures. The Military Sea Transportation Service shall take such action as may be necessary and practicable to assure proper utilization of Government vessels and private United States vessels in accordance with § 1.310 and applicable service regulations. The Commander of the Military Sea Transportation Service, or his designated representative, is authorized to make any determination as to availability of United States-flag vessels required to assure such proper utilization.

(2) (i) Except as provided in subdivision (ii) of this subparagraph, procuring activities shall include the following clause in any contract which may involve the ocean transportation of supplies of the type described in paragraph (b) (1) (ii) and (iii) of this section:

EMPLOYMENT OF OCEAN GOING VESSELS

If ocean transportation is required after the date of award of this contract in delivering any of the supplies to be furnished hereunder, the Contractor, promptly after each shipment, shall furnish to the Contracting Officer one copy of the applicable ocean shipping document indicating for each shipment made under this contract the name and nationality of the vessel and the measurement tonnage (40 cubic feet) of dry cargo, or long tons (2,240 pounds) of bulk liquid cargo, shipped on such vessel.

Additional provisions concerning the vessels to be used may be inserted in accordance with Departmental procedures.

(ii) The contract shall include the following clause in lieu of the clause set forth in subdivision (i) of this subparagraph (a) when determined by the head of a Procuring Activity to be necessary to assure proper implementation of the policy expressed in this section or (b) when the procuring activity has been instructed, pursuant to paragraph (e) (2) of this section, that particular supplies of the type described in paragraph (b) (1) (ii) and (iii) of this section are to be carried exclusively in private United States vessels:

PREFERENCE FOR UNITED STATES-FLAG VESSELS

(a) After the date of award of this contract, the Contractor shall employ privately owned United States-flag commercial vessels, and no others, in the transportation by sea of any supplies to be furnished hereunder: *Provided, however,* That if such vessels are not available for timely shipment at fair and reasonable rates for such vessels, the Contractor shall so notify the Contracting Officer and request authorization to ship in foreign flag vessels or designation of available United States-flag vessels. If the Contractor is authorized in writing by the Contracting Officer to ship such supplies in foreign flag vessels, the contract price shall be equitably adjusted to reflect the difference in costs of shipping such supplies on privately owned United States-flag commercial vessels and foreign flag vessels.

(b) Promptly after each shipment the Contractor shall furnish the Contracting Officer one copy of the applicable shipping document indicating for each shipment made under this contract the name and nationality of the vessel and the measurement tonnage (40 cubic feet) of dry cargo, or long tons (2,240 pounds) of bulk liquid cargo, shipped on such vessels.

(e) *Responsibilities*—(1) *Military Departments.* (i) Each Military Department will furnish quarterly reports to the Office of the Secretary of Defense, showing the gross tonnage of all supplies owned, procured, contracted for or otherwise obtained (computed separately for dry bulk carriers, dry cargo liners, and tankers) which have been transported by ocean carrier, during the report period. Such report will consist of two parts. Part I will include all tonnage subject to this section except Mutual Defense Assistance Program tonnage and Part II will show all Mutual Defense Assistance Program tonnage. The report will also show the geographic area of origin and of destination and shall separately reflect all such information for:

(a) Private United States vessels;

(b) Government vessels (showing separately where Government vessels were used due to nonavailability of private United States vessels); and

(c) Foreign-flag vessels (showing separately where foreign vessels were used due to nonavailability of United States-flag vessels).

Cargoes transported under arrangements made by the Military Sea Transportation Service will be excluded from the reports made by the Military Departments. Until a Department of Defense report form is announced in Part 16 of this subchapter, the Military Departments will maintain records of required information and prepare reports in accordance with Departmental procedures. After promulgation, the appropriate Department of Defense form will be used by the Military Departments in furnishing the required reports, except that if a Military Department develops, for its own use, reports which meet the requirements of this section, and which are acceptable to the Assistant Secretary of Defense (Supply and Logistics), such reports may be forwarded in lieu of the Department of Defense form.

(ii) The Department of Navy will also furnish quarterly reports in two parts as described in subdivision (i) of this subparagraph to the Office of the Secretary of Defense showing the gross tonnage of all supplies (computed separately for dry bulk carriers, dry cargo liners, and tankers) for which transportation has been arranged by the Military Sea Transportation Service by geographic areas of origin and destination for:

(a) Private United States vessels;

(b) Government vessels (showing separately where Government vessels were used due to nonavailability of private United States vessels); and

(c) Foreign-flag vessels (showing separately where foreign vessels were used due to nonavailability of United States-flag vessels).

(2) *Office of the Secretary of Defense.* The Office of the Secretary of Defense will evaluate the reports submitted under subparagraph (1) of this paragraph. In the event the evaluation of the reports indicates the need for increased utilization of private United States vessels, the Office of the Secretary of Defense will issue appropriate instructions to the Military Departments.

PART 3—PROCUREMENT BY NEGOTIATION

SUBPART D—TYPES OF CONTRACTS

Section 3.405–3 has been added to set forth uniform policy concerning conditions under which letter contracts may be awarded, limitations upon the authority to use them, and minimum requirements concerning contract clauses.

§ 3.405–3 *Letter contract*—(a) *Description.* A letter contract is a written preliminary contractual instrument which authorizes immediate commencement of manufacture of supplies, or performance of services, including, but not limited to, preproduction planning and the procurement of necessary materials.

(b) *Applicability.* A letter contract may be entered into when (1) the interests of national defense demand that the contractor be given a binding commitment so that work can be commenced immediately, and (2) negotiation of a definitive contract in sufficient time to meet the procurement need is not possible, as, for example, when the nature of the work involved prevents the preparation of definitive requirements, specifications, or cost data.

(c) *Limitations.* (1) A letter contract shall be used only after a determination in accordance with Departmental procedures that no other type of contract is suitable.

(2) A letter contract shall not be entered into without competition when competition is practicable.

(3) A letter contract shall be superseded by a definitive contract at the earliest practicable date. This date shall be prior to:

(i) the expiration of 180 days from the date of the letter contract; or

(ii) 40 percent of the production of the supplies, or the performance of the work, called for under the contract; whichever occurs first. In extreme cases, an additional period may be au-

thorized in accordance with Departmental procedures.

(4) The maximum liability of the Government stated in the letter contract generally shall not exceed 50 percent of the total estimated cost of the procurement, but this liability may be increased in accordance with Departmental procedures.

(d) *Content.* Letter contracts shall be specifically negotiated and shall, as a minimum requirement, include agreement as to the following:

(1) That the contractor will proceed immediately with performance of the contract, including procurement of necessary materials;

(2) The extent and method of payments in the event of termination either for the convenience of the Government or for default;

(3) That the contractor is not authorized to expend moneys or incur obligations in excess of the maximum liability of the Government as stated in the letter contract;

(4) The type of definitive contract;

(5) As many definitive contract provisions as possible;

(6) That the contractor shall provide such price and cost information as may reasonably be required by the Contracting Officer;

(7) That the contractor and the Government shall promptly enter into negotiations in good faith to reach agreement upon and execute a definitive contract.

PART 5—INTERDEPARTMENTAL PROCUREMENT

SUBPART A—PROCUREMENT UNDER FEDERAL SUPPLY SCHEDULE CONTRACTS

Revisions to §§ 5.103, 5.501 through 5.508 and 5.701, prescribe forms to be used in connection with interdepartmental procurements (from GSA and under the Economy Act of 1932). In addition, these revisions clarify the procedure in connection with the purchase of blind-made products.

§ 5.103 *Mandatory use of Federal Supply Schedules.* Those classes of supplies and services, the procurement of which under Federal Supply Schedules is designated as mandatory on the Department of Defense, are listed in § 5.103–2. Procurement of such supplies and services shall be effected by placing delivery orders on DD Form 702 or DD Form 738 (see §§ 16.303 and 16.304 of this subchapter) under the applicable Federal Supply Schedule contract as required by the provisions of the corresponding Federal Supply Schedule.

SUBPART E—PROCUREMENT OF BLIND-MADE SUPPLIES

Sections 5–501 to 5.506 have been revised as follows and §§ 5.507 and 5.508 revoked:

§ 5.501 *General.* Supplies listed in the Schedule of Blind-Made Products shall be procured in accordance with the policies and procedures set forth in this subpart.

§ 5.502 *Schedule of supplies which are blind-made.* Supplies manufactured by agencies for the blind are listed in the Schedule of Blind-Made Products (referred to in this subpart as the Schedule), now printed in separate loose-leaf form, copies of which may be obtained from any of the General Services Administration Regional Offices or Depots listed in § 5.204. Items available from stocks at General Services Administration Stores Depots are so identified in the Schedule.

§ 5.503 *Mandatory procurement of blind-made supplies.* (a) Except as provided in § 5.402, supplies listed in the Schedule shall be procured from agencies for the blind. Orders for such supplies shall be submitted to the General Services Administration Stores Depot which can best serve the procuring activity or installation, except that when one of the conditions set forth in this paragraph is present, procurement shall be through the National Industries for the Blind.

(1) Supplies require overseas packaging or packing;

(2) Supplies are required in carload lots, as described in the Consolidated Freight Classification for the commodity concerned;

(3) Supplies are stocked by General Services Administration Stores Depots, but the procuring activity or installation is so located that it is more practical and economical to purchase directly from the agency for the blind which manufactures the supplies, rather than from the stores depot; or

(4) The schedule indicates that the supplies are not stocked by General Services Administration Stores Depots.

(b) Supplies listed in the Schedule may be procured from commercial sources under any of the conditions set forth below without securing clearance;

(1) Military necessity requires delivery within two weeks;

(2) The procurement is less than a single unit as listed in the Schedule or is for $25 or less; or

(3) Supplies are both procured and used outside the continental United States and Alaska.

§ 5.504 *Procurement procedure.*

§ 5.504–1 *From General Services Administration Stores Depots.* When procurement of blind-made supplies is to be effected from a General Services Administration Stores Depot, such procurement shall be made by submitting a delivery order on DD Form 702 or DD Form 738 (see §§ 16.303, 16.304 of this subchapter) to the General Services Administration Stores Depot which can best serve the procuring activity or installation.

§ 5.504–2 *Through National Industries for the Blind.* When procurement of blind-made supplies is to be effected through the National Industries for the Blind, such procurement shall be made by submitting directly to the National Industries for the Blind, 15 West 16th Street, New York 11, New York, a request, in letter form, for an allocation. Upon receipt of the request, requirements will be allocated by the National Industries for the Blind and the procuring activity will be notified of the name and location of the agency designated to manufacture the requirements. Upon receipt of such notification, a delivery order on DD Form 702 or DD Form 738, as appropriate, shall be issued to the designated agency for the blind.

§ 5.505 *Clearances.* In addition to the exceptions listed in § 5.503 (b) the Military Departments may procure from commercial sources, supplies of the types listed in the Schedule only to the extent that such procurement is specifically authorized in clearances issued by National Industries for the Blind or General Services Administration as provided below.

§ 5.505–1 *Emergency requirements.* In an emergency when the required delivery date is in excess of two weeks, procurement of supplies of the classes listed in the Schedule may be made from a commercial source: *Provided, however,* That a clearance shall be obtained, prior to the purchase, from the General Services Administration regional office which normally serves the procuring activity or installation.

§ 5.505–2 *Supplies not available from agencies for the blind.* When a request for supplies is submitted to National Industries for the Blind and notification is received that none of the agencies for the blind can furnish the supplies within the period specified, an open-market purchase of the items listed in such notification may be effected: *Provided,* That purchase action is instituted within 30 days from the date of notification.

§ 5.506 *Optional procurement of blind-made supplies.* Supplies of any type or classification may be procured from agencies for the blind in any quantity, including less than carload lots, when such agency is the low bidder or offeror in response to an invitation for bids or request for proposals.

SUBPART G—PROCUREMENT UNDER THE ECONOMY ACT FROM OR THROUGH ANOTHER FEDERAL AGENCY

Section 5.701, as revised, reads as follows:

§ 5.701 *Authorization and policy relating to placing and filling orders.* Each procuring activity, when it is in the interest of the Government to do so, may place delivery orders, on DD Form 702 or DD Form 738 (see §§ 16.303 and 16.304 of this subchapter), with any other Government department or agency for supplies or services that any such requisitioned department or agency may be in a position to furnish or perform or to obtain by contract. Generally, an order for supplies or services will not be placed with a department or agency which is not in a position to furnish the supplies or is not equipped to perform the services, except that an order may be filled by means of an outside contract with a commercial source of supply if the order is placed by any one of the following: Department of the Army, Department of the Navy, Department of the Air Force, Department of the Treasury, Civil Aeronautics Administration, or Maritime Commission. An order for services shall not be placed with a department or agency when such services can be performed as conveniently or more cheaply by private contractors.

PART 7—CONTRACT CLAUSES AND FORMS

SUBPART A—CLAUSES FOR FIXED-PRICE SUPPLY CONTRACTS

1. Section 7.103–8 has been revised as follows: The "no set-off" provisions authorized by P. L. 30, 82d Congress, will not be inserted in negotiated contracts with foreign contractors. Section 7.103–8, as revised, reads as follows:

§ 7.103–8 *Assignment of claims.*

ASSIGNMENT OF CLAIMS

(a) Pursuant to the provisions of the Assignment of Claims Act of 1940 as amended (31 U. S. Code 203, 41 U. S. Code 15), if this contract provides for payments aggregating $1,000 or more, claims for moneys due or to become due the Contractor from the Government under this contract may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any such assignment or reassignment shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing. Notwithstanding any other provision of this contract, payments to an assignee of any moneys due or to become due under this contract shall not, to the extent provided in said Act as amended, be subject to reduction or set-off.

(b) In no event shall copies of this contract or of any plans, specifications, or other similar documents relating to work under this contract, if marked "Top Secret," "Secret," or "Confidential," be furnished to any assignee of any claim arising under this contract or to any other person not entitled to receive the same: *Provided*, That a copy of any part or all of this contract so marked may be furnished, or any information contained therein may be disclosed, to such assignee upon the prior written authorization of the Contracting Officer.

The last sentence of paragraph (a) of the foregoing clause shall be included in contracts only in time of war, or national emergency proclaimed by the President (including the National Emergency Proclamation of December 15, 1950) or by Act or Joint Resolution of the Congress and shall not be included in contracts entered into after such war or national emergency has been terminated: *Provided*, That in cases where special circumstances make it advisable in the best interests of the Government, and in accordance with Departmental procedures, such sentence may be omitted. In any event the sentence will be deleted from negotiated contracts entered into with foreign contractors.

Pursuant to the provisions of the Assignment of Claims Act of 1940, as amended by Public Law 30, 82d Congress, the effect of the last sentence of paragraph (a) of the foregoing clause is that payments to be made to an assignee after May 15, 1951 of any moneys due or to become due under the contract shall not be subject to reduction or set-off for any liability of any nature of the Contractor to the Government which arises independently of the contract, or for any liability of the Contractor on account of (a) renegotiation under any renegotiation statute or under any statutory renegotiation clause in the contract, (b) fines, (c) penalties (which term does not include amounts which may be collected or withheld from the Contractor in accordance with or for failure to comply with the terms of the contract), or (d) taxes, Social Security contributions, or the withholding or nonwithholding of taxes or Social Security contributions, whether arising from or independently of the contract.

The assignee is required by said Act, as amended, to "File written notice of the assignment together with a true copy of the instrument of assignment with (1) the Contracting Officer or the head of his department or agency; (2) the surety or sureties upon the bond or bonds, if any, in connection with such contract; and (3) the disbursing officer, if any, designated in such contract to make payment."

2. In § 7.103–11 (b) the phrase "usually severe weather", has been corrected to "unusually severe weather" as follows:

§ 7.103–11 *Default.* * * *

(b) The Contractor shall not be liable for any excess costs, if any, failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes include, but are not restricted to, acts of God or of the public enemy, acts of the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and defaults of subcontractors due to any of such causes unless the Contracting Officer shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

* * * * *

3. A revised Renegotiation clause is set forth in § 7.103–13. Since the clause is now both self-effectuating and self-deleting, it has been removed from § 7.104, and its insertion is required in all supply contracts, both fixed-price and cost-reimbursement type.

§ 7.103–13 *Renegotiation.*

RENEGOTIATION

(a) This contract is subject to the Renegotiation Act of 1951 (Pub. Law 9, 82d Cong., 65 Stat. 7) as amended (Pub. Law 764, 83d Cong., 68 Stat. 1116; Pub. Law 216, 84th Cong., 69 Stat. 447), and to any subsequent act of Congress providing for the renegotiation of contracts. Nothing contained in this clause shall impose any renegotiation obligation with respect to this contract or any subcontract hereunder which is not imposed by an act of Congress heretofore or hereafter enacted. Subject to the foregoing this contract shall be deemed to contain all the provisions required by section 104 of the Renegotiation Act of 1951, and by any such other act, without subsequent contract amendment specifically incorporating such provisions.

(b) The Contractor agrees to insert the provisions of this clause, including this paragraph (b), in all subcontracts, as that term is defined in section 103g of the Renegotiation Act of 1951 or in any subsequent act of Congress providing for the renegotiation of contracts.

4. Section 7.104–3 has been deleted. Deletion of § 7.104–3 renders it unnecessary (any longer) to include the contract clause relating to Employment of Aliens in contracts entered into pursuant to the authority of the Armed Services Procurement Act. It has been determined that the "Employment of Aliens" clause is required only when contracts are made under the authority of the Air Corps Act of 1926 (see section 10j).

5. Section 7.104.10 *Renegotiation Act of 1951* has been deleted. A new § 7.104.10 *Aircraft in the open* has been added, as follows:

§ 7.104–10 *Aircraft in the open.* In all negotiated fixed-price type contracts for production or modification of aircraft (or missiles having the general characteristics of aircraft), insert the clause set forth in § 10.404 of this subchapter.

SUBPART B—CLAUSES FOR COST-REIMBURSEMENT TYPE SUPPLY CONTRACTS

1. A new § 7.203–13 *Renegotiation* has been added as follows, making it mandatory to insert the clause set forth in § 7.103–13 in all supply contracts both fixed-price and cost-reimbursement type. The Contracting Officer is no longer required to determine in advance whether a particular contract is subject to renegotiation.

§ 7.203–13 *Renegotiation.* Insert the contract clause set forth in § 7.103–13.

2. Section 7.204–3 has been deleted. Deletion of § 7.204–3 renders it unnecessary (any longer) to include the contract clause relating to Employment of Aliens in contracts entered into pursuant to the authority of the Armed Services Procurement Act. It has been determined that the "Employment of Aliens" clause is required only when contracts are made under the authority of the Air Corps Act of 1926 (see section 10j).

3. Section 7.204–10 Renegotiation has been revoked.

PART 9—PATENTS AND COPYRIGHTS

SUBPART A—PATENTS

Section 9.107–1 has been revised for the purpose of clarifying several aspects of the Patent Rights Clauses. Section 9.107–1, as revised, reads as follows:

§ 9.107 *Patent rights under contracts involving research or development.*

§ 9.107–1 *License rights*—(a) *General rule.* Under any contract or modification thereof having experimental, developmental, or research work as one of its purposes, the Government should receive a royalty-free, nonexclusive license to practice or have practiced any inventions conceived or first actually reduced to practice in the course of performing such work or in the course of performing any prior experimental, developmental, or research work done upon the understanding in writing that a contract would be awarded. The contract cost or price should in no event be increased merely by reason of the inclusion of the Patent Rights clause set forth in paragraph (d) of this section.

(b) *Inventions first actually reduced to practice under contracts.* Upon request of the Contractor, the Contracting

Office shall carefully consider and may exclude from the grant in the Patent Rights clause any invention covered by a United States patent issued or application for patent filed by or on behalf of the Contractor prior to the award of a contract when he finds one or more of the following circumstances to be established:

(1) The Contractor has expended sums in developing the invention (as represented by research and development costs and expenses for preparing and prosecuting the patent application) which are relatively large in comparison to the amount of the proposed contract or such portion of the proposed contract amount as can be allocated in advance for the development of such an invention, or

(2) The practicability of such an invention has been established as by engineering design, or

(3) The invention covers a basic material and it is not the purpose of the contract to develop such material, or

(4) The invention is useful only for military purposes and the Contractor does not have facilities for furnishing the item to the Government in production quantities.

Any inventions to be excluded from the license grant by reason of the foregoing circumstances shall be specifically identified and listed in the Schedule.

(c) *Contract clause.* The clause set forth below shall be included in all contracts or modifications thereof under the conditions outlined in paragraph (a) of this section, but shall not otherwise be included in a contract. See § 16.809 of this subchapter for an approved form for optional use by contractors in reporting information required by paragraphs (c) (ii), (e) (iii), and (h) of the clause. In the administration of paragraph (e) of the clause, a request for conveyance of foreign rights to the Government is not required when the contractor does not file an application for patent in a foreign country under the conditions provided in that paragraph, unless the Government intends to apply for such patent.

PATENT RIGHTS

(a) As used in this clause, the following terms shall have the meanings set forth below:

(i) The term "Subject Invention" means any invention, improvement or discovery (whether or not patentable) conceived or first actually reduced to practice either—

(A) In the performance of the experimental, developmental, or research work called for or required under this contract; or

(B) In the performance of any experimental, developmental, or research work relating to the subject matter of this contract which was done upon an understanding in writing that a contract would be awarded;

Provided, That the term "Subject Invention" shall not include any invention which is specifically identified and listed in the Schedule for the purpose of excluding it from the license granted by this clause.

(ii) The term "Technical Personnel" means any person employed by or working under contract with the Contractor (other than a subcontractor whose responsibilities with respect to rights accruing to the Government in inventions arising under subcontracts are set forth in (g), (h), and (i) below) who, by reason of the nature of his duties in connection with the performance of this contract, would reasonably be expected to make inventions.

(iii) The terms "subcontract" and "subcontractor" means any subcontract or subcontractor of the Contractor, and any lower-tier subcontract or subcontractor under this contract.

(b) (1) The Contractor agrees to and does hereby grant to the Government an irrevocable, nonexclusive, nontransferable, and royalty-free license to practice, and cause to be practiced by or for the United States Government, throughout the world, each Subject Invention in the manufacture, use and disposition according to law, of any article or material, and in the use of any method. No license granted herein shall convey any right to the Government to manufacture, have manufactured, or use any Subject Invention for the purpose of providing services or supplies to the general public in competition with the Contractor or the Contractor's commercial licensees in the licensed fields.

(2) With respect to:

(i) Any Subject Invention made by other than Technical Personnel;

(ii) Any Subject Invention conceived prior to, but first actually reduced to practice in the course of, any of the experimental, developmental, or research work specified in (a) (i) above; and

(iii) The practice of any Subject Invention in foreign countries; the obligation of the Contractor to grant a license as provided in (b) (1) above, to convey title as provided in (d) (ii) (B) or (d) (iv) below, and to convey foreign rights as provided in (e) below, shall be limited to the extent of the Contractor's right to grant the same without incurring any obligation to pay royalties or other compensation to others solely on account of said grant. Nothing contained in this Patent Rights clause shall be deemed to grant any license under any invention other than a Subject Invention.

(c) The Contractor shall furnish to the Contracting Officer the following information and reports concerning Subject Inventions which reasonably appear to be patentable:

(i) A written disclosure promptly after conception or first actual reduction to practice of each such Invention together with a written statement specifying whether or not a United States patent application claiming the Invention has been or will be filed by or on behalf of the Contractor;

(ii) Interim reports, at least every twelve months, commencing with the date of this contract, each listing all such Inventions conceived or first actually reduced to practice more than three months prior to the date of the report, and not listed on a prior interim report, or certifying that there are no such unreported Inventions; and

(iii) Prior to final settlement of this contract, a final report listing all such Inventions including all those previously listed in interim reports. (d) In connection with each Subject Invention referred to in (c) (i) above, the Contractor shall do the following:

(i) If the Contractor specifies that a United States patent application claiming such Invention will be filed, the Contractor shall file or cause to be filed such application in due form and time; however, if the Contractor, after having specified that such an application would be filed, decides not to file or cause to be filed said application, the Contractor shall so notify the Contracting Officer at the earliest practicable date and in any event not later than eight months after first publication, public use or sale.

(ii) If the Contractor specifies that a United States patent application claiming such Invention has not been filed and will not be filed (or having specified that such an application will be filed thereafter notifies the Contracting Officer to the contrary), the Contractor shall:

(A) Inform the Contracting Officer in writing at the earliest practicable date of any publication of such Invention made by or known to the Contractor or, where applicable, of any contemplated publication by the Contractor, stating the date and identity of such publication or contemplated publication; and

(B) Convey to the Government the Contractor's entire right, title, and interest in such Invention by delivering to the Contracting Officer upon written request such duly executed instruments (prepared by the Government) of assignment and application, and such other papers as are deemed necessary to vest in the Government the Contractor's right, title, and interest aforesaid, and the right to apply for and prosecute patent applications covering such Invention throughout the world, subject, however, to the right of the Contractor specified in (e) below to file foreign applications, and subject further to the reservation of a nonexclusive and royalty-free license to the Contractor (and to its existing and future associated and affiliated companies, if any, within the corporate structure of which the Contractor is a part) which license shall be assignable to the successor of that part of the Contractor's business to which such Invention pertains;

(iii) The Contractor shall furnish promptly to the Contracting Officer on request an irrevocable power of attorney to inspect and make copies of each United States patent application filed by or on behalf of the Contractor covering any such Invention;

(iv) In the event the Contractor, or those other than the Government deriving rights from the Contractor, elects not to continue prosecution of any such United States patent application filed by or on behalf of the Contractor, the Contractor shall so notify the Contracting Officer not less than sixty days before the expiration of the response period and, upon written request, deliver to the Contracting Officer such duly executed instruments (prepared by the Government) as are deemed necessary to vest in the Government the Contractor's entire right, title, and interest in such Invention and the application, subject to the reservation as specified in (d) (ii) above; and

(v) The Contractor shall deliver to the Contracting Officer duly executed instruments fully confirmatory of any license rights herein agreed to be granted to the Government.

(e) The Contractor, or those other than the Government deriving rights from the Contractor, shall have the exclusive rights to file applications on Subject Inventions in each foreign country within:

(i) Nine months from the date a corresponding United States application is filed;

(ii) Six months from the date permission is granted to file foreign applications where such filing had been prohibited for security reasons; or

(iii) Such longer period as may be approved by the Contracting Officer. The Contractor shall, upon written request of the Contracting Officer, convey to the Government the Contractor's entire right, title, and interest in each Subject Invention in each foreign country in which an application has not been filed within the time above specified, subject to the reservation of a non-exclusive and royalty-free license to the Contractor together with the right of the Contractor to grant sublicenses, which license and right shall be assignable to the successor of that part of the Contractor's business to which the Subject Invention pertains.

(f) If the Contractor fails to deliver to the Contracting Officer the interim reports required by (c) (ii) above, or fails to furnish the written disclosures for all Subject Inven-

tions required by (c) (i) above shown to be due in accordance with any interim report delivered under (c) (ii) or otherwise known to be unreported, there shall be withheld from payment until the Contractor shall have corrected such failures either ten percent (10%) of the amount of this contract, as from time to time amended, or five thousand dollars ($5,000), whichever is less. After payment of eighty percent (80%) of the amount of this contract, as from time to time amended, payment shall be withheld until a reserve of either ten percent (10%) of such amount or five thousand dollars ($5,000), whichever is less, shall have been set aside, such reserve or balance thereof to be retained until the Contractor shall have furnished to the Contracting Officer:

(i) The final report required by (c) (iii) above;

(ii) Written disclosures for all Subject Inventions required by (c) (i) above which are shown to be due in accordance with interim reports delivered under (c) (ii) above or in accordance with such final reports or are otherwise known to be unreported; and

(iii) The information as to any subcontractor required by (h) below. The maximum amount which may be withheld under this paragraph (f) shall not exceed ten percent (10%) of the amount of this contract or five thousand dollars ($5,000), whichever is less, and no amount shall be withheld under this paragraph (f) when the amount specified by this paragraph (f) is being withheld under other provisions of this contract. The withholding of any amount or subsequent payment thereof to the Contractor shall not be construed as a waiver of any rights accruing to the Government under this contract. This paragraph (f) shall not be construed as requiring the Contractor to withhold any amounts from a subcontractor to enforce compliance with the patent provisions of a subcontract.

(g) The Contractor shall exert all reasonable effort in negotiating for the inclusion of this Patent Rights clause in any subcontract hereunder of three thousand dollars ($3,000) or more having experimental, developmental, or research work as one of its purposes. In the event of refusal by a subcontractor to accept the Patent Rights clause, the Contractor shall not proceed with the subcontract without written authorization of the Contracting Officer, and upon obtaining such authorization, shall cooperate with the Government in the negotiation with such subcontractor of an acceptable patent rights clause: *Provided, however,* That the Contractor shall in any event require the subcontractor to grant to the Government patent rights under Subject Inventions of no less scope and on no less favorable terms than those which the Contractor has under such subcontracts, except that in no event shall the subcontractor be required to grant to the Government patent rights in excess of those herein agreed to be granted to the Government by the Contractor.

(h) The Contractor shall, at the earliest practicable date, notify the Contracting Officer in writing of any subcontract containing a patent rights clause, furnish the Contracting Officer a copy of such clause, and notify the Contracting Officer when such subcontract is completed. It is understood that with respect to such subcontract clause, the Government is a third party beneficiary; and the Contractor hereby assigns to the Government all the rights that the Contractor would have to enforce the subcontractor's obligations for the benefit of the Government with respect to Subject Inventions. The Contractor shall not be obligated to enforce the agreements of any subcontractor hereunder relating to Subject Inventions.

(i) When the Contractor shows that it has been delayed in the performance of this contract by reason of its inability to obtain in accordance with (g) above a suitable patent rights clause from a qualified subcontractor for any item or service required under this contract for which the Contractor itself does not have available facilities or qualified personnel, the Contractor's delivery dates shall be extended for a period of time equal to the duration of such delay; and, upon request of the Contractor, the Contracting Officer shall determine to what extent, if any, an additional extension of the delivery dates and an increase in contract prices based upon additional costs incurred by such delay are proper under the circumstances; and the contract shall be modified accordingly. If the Contractor, after exerting all reasonable effort, is unable to obtain a qualified subcontractor as set forth above, the Contractor may submit to the Contracting Officer a written request for waiver or modification of the requirement that a suitable patent rights clause be included in the subcontract.

Such request shall specifically state that the Contractor has used all reasonable effort to obtain such qualified subcontractor, and shall cite the waiver or termination provision hereinafter set forth. If, within thirty-five (35) days after the date of receipt of such request for a waiver or modification of said requirement, the Contracting Officer shall fail to deny in writing such request, the requirement shall be deemed to have been waived by the Government. If within such period the Contractor shall receive a written denial of such request by the Contracting Officer, this contract shall thereupon automatically terminate and the rights and obligations of the parties shall be governed by the provisions of the clause of this contract providing for termination for the convenience of the Government.

PART 10—BONDS AND INSURANCE

SUBPART D—INSURANCE UNDER FIXED-PRICE CONTRACTS

Section 10.404 has been added in order to conform with Government self-insuring policy (cross-referenced to the revised § 7.104–10 *Aircraft in the open*) which provides for Government assumption of risk of loss or damage in fixed-price contracts with respect to aircraft stored in the open, under conditions approved by the Contracting Officer. The term "aircraft" is specially defined for the purposes of the clause, and includes among other things missiles having the general characteristics of aircraft. In general, the Government may assume the same risks as are assumed in connection with Government-furnished property in fixed-price contracts.

Section 10.404, reads as follows:

§ 10.404 *Aircraft in the open.* Negotiated fixed-price type contracts for production or modification of aircraft (or missiles having the general characteristics of aircraft) shall provide that the Government shall assume the risk of loss or damage to aircraft in the open, and such contracts shall include the clause set forth below. Such assumption of risk shall be limited to aircraft in the open under conditions approved by the contracting officer.

AIRCRAFT IN THE OPEN

(a) Subject to the definitions and limitations prescribed in this clause, the Government assumes the risk of damage to or loss or destruction of aircraft[1] in the open: *Provided,* That such damage, loss, or destruction is caused by any of the following perils:

(i) Fire; lightning, windstorm, cyclone, tornado, hail; explosion; riot, riot attending a strike, civil commotion, vandalism and malicious mischief, sabotage; aircraft or objects falling therefrom; vehicles running on land or tracks, excluding vehicles owned or operated by the Contractor or any agent or employee of the Contractor; smoke; earthquake or volcanic eruption; flood, meaning thereby rising of a body of water; hostile or warlike action, including action in hindering, combating, or defending against an actual, impending or expected attack by any government or sovereign power (de jure or de facto), or by any authority using military, naval, or air forces, or by any agent of any such government, power, authority, or forces; or

(ii) Other peril of a type not listed above, if such other peril is customarily covered by insurance (or by a reserve for self-insurance) in accordance with the normal practice of the Contractor, or a prevailing practice in the industry in which the Contractor is engaged with respect to similar property.

(b) For purposes of this clause:

(i) The term "Aircraft" means aircraft to be furnished to the Government under this contract, including complete aircraft; and aircraft in the course of manufacture or modification, including engines, instruments, subassemblies, parts, and equipment installed therein, or in process of installation, and all uninstalled property withdrawn from stores for installation in aircraft in the open or temporarily removed from such aircraft, provided such uninstalled property is in the open.

(ii) The term "in the open" means located wholly outside of buildings or roofed structures.

(c) The Government's obligation under this clause shall extend only to aircraft in the open under conditions approved by the Contracting Officer, and shall not extend to the following:

(i) Loss, destruction, or damage resulting from the failure of the Contractor, due to willful misconduct or lack of good faith of any of the Contractor's managerial personnel, to maintain and administer a program for the maintenance, repair, protection, and preservation of aircraft in the open, in accordance with sound industrial practice. The term "Contractor's managerial personnel" means the Contractor's directors, officers, and any of its managers, superintendents, or other equivalent representatives who have supervision or direction of all or substantially all of the Contractor's business, or all or substantially all of the Contractor's operation at any one plant or separate location at which this contract is performed, or a separate and complete major industrial operation in connection with the performance of this contract;

(ii) Loss, destruction or damage to aircraft in the possession or control of any subcontractor, except to the extent that the subcontract, with the approval of the Contracting Officer and consistent with this clause, may otherwise provide.

(d) The Contractor warrants that the contract price does not and will not include any charge or reserve for insurance (including self-insurance funds or reserves) covering damage to or loss or destruction of aircraft in the open caused by any of the perils set forth in paragraph (a) hereof.

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[1] When the above clause is included in contracts for the procurement of missiles having the general characteristics of aircraft, substitute in the clause the word "missile" for the word "aircraft," in each instance where the latter appears.

(e) In the event of damage to or loss or destruction of aircraft in the open, the Contractor shall take all reasonable steps to protect such aircraft from further damage, separate damaged and undamaged aircraft, put all aircraft in the best possible order, and furnish to the Contracting Officer a statement of:

(i) The lost, destroyed, or damaged aircraft;

(ii) The time and origin of the loss, destruction, or damage;

(iii) All known interests in commingled property of which aircraft in the open are a part;

(iv) The insurance, if any, covering any part of the interest in such commingled property.

The Contractor shall be reimbursed for expenditures made by it in performing its obligations under this paragraph, to the extent approved by the Contracting Officer and this contract shall be modified in writing accordingly.

(f) If prior to acceptance by and delivery to the Government any aircraft in the open is lost, destroyed, or damaged due to any of the perils set forth in paragraph (a) hereof, the Government may, unless otherwise provided in this contract, elect to require that such aircraft be replaced by the Contractor or restored by the Contractor to the condition in which it was immediately prior to such damage. If the Government requires the aircraft to be replaced or restored, an equitable adjustment shall be made in the amount due under this contract and in the time required for its performance, and this contract shall be modified in writing accordingly. Alternatively, the Government may elect to terminate this contract as to any such lost, destroyed, or damaged aircraft, and in that event the rights of the parties shall be as provided in the clause entitled Termination for Convenience of the Government.

(g) In the event the Contractor is at any time reimbursed or compensated by any third person for any damage to or loss or destruction of any aircraft in the open caused by any peril set forth in paragraph (a) hereof for which the Contractor has been compensated by the Government, it shall equitably reimburse the Government. The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any such loss, destruction or damage and, upon the request of the Contracting Officer, shall at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment or subrogation in favor of the Government) in obtaining recovery.

(h) Any loss or destruction of, or damage to, property furnished by the Government will be governed by the clause of this contract entitled "Government-furnished Property," to the extent that such clause is, by its terms, applicable.

(i) Any loss, or destruction of, or damage to, aircraft occurring in connection with operations of said aircraft will be governed by the clause of this contract entitled "Flight Risk," to the extent that such clause is, by its terms, applicable.

PART 13—GOVERNMENT PROPERTY

SUBPART E—CONTRACT CLAUSES

Sections 13.505 and 13.506 have been revised for the purpose of clarifying clauses relating to Government Property and Government-furnished Property in connection with research and development contracts entered into with non-profit institutions.

Sections 13.505 and 13.506, as revised, read as follows:

§ 13.505 *Government-furnished property clause for fixed-price type contracts with non-profit institutions.* The following clause shall be used in fixed-price research and development contracts with non-profit institutions (provided such contracts are executed on a non-profit basis) under which a Department is to furnish property to the contractor:

GOVERNMENT-FURNISHED PROPERTY

(a) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the property described in the Schedule or specifications, together with such related data and information as the Contractor may request and as may reasonably be required for the intended use of such property (hereinafter referred to as "Government-furnished Property"). The delivery or performance dates for the supplies or services to be furnished by the Contractor under this contract are based upon the expectation that Government-furnished Property suitable for use will be delivered to the Contractor at the times stated in the Schedule, or, if not so stated, in sufficient time to enable the Contractor to meet such delivery or performance dates. In the event that Government-furnished Property is not delivered to the Contractor by such time or times, the Contracting Officer shall, upon timely written request made by the Contractor, make a determination of the delay occasioned the Contractor thereby, and shall equitably adjust the delivery or performance dates or the contract price, or both, and any other contractual provision affected by the delay. In the event that Government-furnished Property is received by the Contractor in a condition not suitable for its intended use, the Contractor shall, upon receipt thereof, notify the Contracting Officer of such fact and, as directed by the Contracting Officer, either (i) return such property at the Government's expense or otherwise dispose of such property, or (ii) effect repairs or modifications. Upon completion of (i) or (ii) above, the Contracting Officer upon timely written request of the Contractor shall equitably adjust the delivery or performance dates or the contract price, or both, and any other contractual provision effected by the return, disposition, repair or modification. The foregoing provisions for adjustment are exclusive and the Government shall not be liable to suit for breach of contract by reason of any delay in delivery of Government-furnished Property or delivery of such property in a condition not suitable for its intended use.

(b) By notice in writing the Contracting Officer may decrease the property furnished or to be furnished by the Government under this contract. In any such case, the Contracting Officer upon timely written request of the Contractor shall equitably adjust the delivery or performance dates or the contract price, or both, and any other contractual provisions affected by the decrease.

(c) Title to the Government-furnished Property shall remain in the Government. Title to Government-furnished Property shall not be affected by the incorporation or attachment thereof to any property not owned by the Government, nor shall such Government-furnished Property, or any part thereof, be or become a fixture or lose its identity as personalty by reason of affixation to any realty.

(d) The Government-furnished Property shall, unless otherwise provided herein, and except as may be otherwise approved by the Contracting Officer, be used only for the performance of this contract.

(e) The Contractor shall maintain and administer, in accordance with sound business practice, a program for the maintenance, repair, protection and preservation of Government-furnished Property, until disposed of by the Contractor in accordance with this clause. In the event that any damage occurs to Government-furnished Property the risk of which has been assumed by the Government under this contract, the Government shall replace such items or the Contractor shall make such repair of the property as the Government directs; provided, however, that if the Contractor cannot effect such repair within the time required, the Contractor may reject such property. The contract price includes no compensation to the Contractor for the performance of any repair or replacement for which the Government is responsible, and an equitable adjustment will be made in the contract price for any such repair or replacement of Government-furnished Property made at the direction of the Government. Any repair or replacement for which the Contractor is responsible under the provisions of this contract shall be accomplished by the Contractor at its own expense.

(f) The provisions of Part III, Appendix C, Armed Services Procurement Regulation, Manual for Control of Government Property in possession of Non-Profit Research and Development Contractors, as in effect on the date of this contract are hereby incorporated by reference and made a part of the contract, insofar as they relate to Government-furnished Property. The Contractor agrees to comply with the provisions thereof relating to the keeping of property control records, identification and marking, segregation and commingling, taking of inventories, and control of salvage and scrap, and the Contractor also accepts the responsibilities set forth in said Part III with respect to Government-furnished Property.

(g) The Contractor agrees to make available to authorized representatives of the Contracting Officer at all reasonable times at the office of the Contractor all of its property records under this contract, and access to any premises where any of the Government-furnished Property is located.

(h) (i) The Contractor shall not be liable for any loss of or damage to the Government-furnished Property, or for expenses incidental to such loss or damage except that the Contractor shall be liable for any such loss or damage (including expenses incidental thereto):

(A) Which results from willful misconduct or lack of good faith on the part of any of the Contractor's directors or officers, or on the part of any of its managers, superintendents, or other equivalent representatives who have supervision or direction of all or substantially all of the Contractor's business, or all or substantially all of the Contractor's operations at any one plant, laboratory, or separate location in which this contract is being performed; or

(B) Which results from a failure on the part of the Contractor, due to the willful misconduct or lack of good faith on the part of any of its directors, officers, or other representatives mentioned in subparagraph (A) above, to maintain and administer, in accordance with sound business practice, the program for maintenance, repair, protection and preservation of Government-furnished Property as required by subparagraph (e) above; or

(C) For which the Contractor is otherwise responsible under the express terms of the clause or clauses designated in the Schedule; or

(D) Which results from a risk expressly required to be insured under some other provision of this contract, or of the schedules or task orders thereunder, but only to the extent of the insurance so required to be procured and maintained or to the extent of insurance actually procured and maintained, whichever is greater; or

(E) Which results from a risk which is in fact covered by insurance or for which the

Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

Provided, That, if more than one of the above exceptions shall be applicable in any case, the Contractor's liability under any one exception shall not be limited by any other exception.

(ii) The Contractor represents that it is not including in the price hereunder, and agrees that it will not hereafter include in any price to the Government, any charge or reserve for insurance (including self-insurance funds or reserves) covering loss or destruction of or damage to the Government-furnished Property, except to the extent that the risk of loss is imposed on the Contractor under (i) (C) above, or insurance has been required under (i) (D) above.

(iii) Upon the happening of loss or destruction of or damage to any Government-furnished Property, the Contractor shall notify the Contracting Officer thereof and shall communicate with the Loss and Salvage Organization, if any, now or hereafter designated by the Contracting Officer, and with the assistance of the Loss and Salvage Organization so designated (unless the Contracting Officer has directed that no such organization be employed) shall take all reasonable steps to protect the Government-furnished Property from further damage, separate the damaged and undamaged Government-furnished Property, put all the Government-furnished Property in the best possible order, and furnish to the Contracting Officer a statement of:

(A) The lost, destroyed and damaged Government-furnished Property;

(B) The time and origin of the loss, destruction or damage;

(C) All known interests in commingled property of which the Government-furnished Property is a part; and

(D) The insurance, if any, covering any part of or interest in such commingled property.

The Contractor shall be reimbursed for the expenditures made by it in performing its obligations under this subparagraph (iii) (including charges made to the Contractor by the Loss and Salvage Organization, except any of such charges the payment of which the Government has, at its option, assumed directly), to the extent approved by the Contracting Officer and set forth in a Supplemental Agreement or amendment to this contract.

(iv) With the approval of the Contracting Officer after loss or destruction of or damage to Government-furnished Property, and subject to such conditions and limitations as may be imposed by the Contracting Officer, the Contractor may, in order to minimize the loss to the Government or in order to permit resumption of business or the like, sell for the account of the Government any item of Government-furnished Property which has been damaged beyond practicable repair, or which is so commingled or combined with property of others, including the Contractor, that separation is impracticable.

(v) Except to the extent of any loss or destruction of or damage to Government-furnished Property for which the Contractor is relieved of liability under the foregoing provisions of this clause, and except for reasonable wear and tear or depreciation, or the utilization of the Government-furnished Property in accordance with the provisions of this Contract, the Government-furnished Property (other than property permitted to be sold) shall be returned to the Government in as good condition as when received by the Contractor in connection with this contract, or as repaired under paragraph (e) above.

(vi) In the event the Contractor is reimbursed or compensated for any loss or destruction of or damage to the Government-furnished Property, it shall equitably reimburse the Government. The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any such loss, destruction or damage and, upon the request of the Contracting Officer, shall at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery.

(vii) (Where applicable). In the event any aircraft are to be furnished under this contract, any loss or destruction of, or damage to, such aircraft or other Government-furnished Property occurring in connection with operations of said aircraft will be governed by the clause of this contract captioned "Flight Risks," to the extent such clause is, by its terms applicable.

(i) Upon completion or expiration of this contract, any Government property which has not been consumed in the performance of this contract, or which has not been disposed of as hereinafter provided in subparagraph (i) of this article, or for which the Contractor has not otherwise been relieved of responsibility, shall be disposed of in the same manner, and subject to the same procedures, as is provided in subparagraph (g) of the clause of this contract entitled "Termination for the Convenience of the Government" with respect to termination inventory. The proceeds of any such disposition shall be applied in reduction of any payments to be made by the Government to the Contractor under this contract, or shall otherwise be credited to the price or costs of the work covered by this contract, or shall be paid in such other manner as the Contracting Officer may direct. Pending final disposition of such property, the Contractor agrees to take such action as may be necessary, or as the Contracting Officer may direct, for the protection and preservation thereof.

(j) If the Contracting Officer determines that the interests of the Government require removal of any Government-furnished Property, or if the Contractor determines any Government-furnished Property to be in excess of its needs under this contract, such Government-furnished Property shall be disposed of in the same manner as covered by paragraph (i) above. In the event that the Contracting Officer requires the removal of any Government-furnished Property under this subparagraph (j) or subparagraph (i) above, upon timely written request of the Contractor, an equitable adjustment shall be made in the contract price to cover the direct cost to the Contractor of such removal and of any property damage occasioned thereby.

§ 13.506 *Government property clauses for cost-reimbursement type research and development contracts with non-profit institutions.* The following clause shall be used in cost-reimbursement type research and development contracts with non-profit institutions (provided such contracts are executed on a no-fee basis) under which a Department is to furnish Government property to the contractor, or the contractor is to acquire property for the account of the Government:

GOVERNMENT PROPERTY

(a) The Government shall deliver to the Contractor, for use, in connection with and under the terms of this contract, the property described in this contract, together with such related data and information as the Contractor may request and as may reasonably be required for the intended use of such property (hereinafter referred to as "Government-furnished Property"). The delivery or performance dates for the supplies or services to be furnished by the Contractor under this contract are based upon the expectation that Government-furnished Property suitable for use will be delivered to the Contractor at the times stated in the Schedule of this contract or, if not so stated, in sufficient time to enable the Contractor to meet such delivery or performance dates. In the event that Government-furnished Property is not delivered to the Contractor by such time or times, the Contracting Officer shall, upon timely written request made by the Contractor, make a determination of the delay occasioned the Contractor and shall equitably adjust the estimated cost, or delivery or performance dates, or both, and any other contractual provisions affected by such delay. In the event that the Government-furnished Property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt thereof, notify the Contracting Officer of such fact and, as directed by the Contracting Officer, either (i) return such property at the Government's expense or otherwise dispose of such property, or (ii) effect repairs or modifications. Upon completion of (i) or (ii) above, the Contracting Officer upon timely written request of the Contractor shall equitably adjust the estimated cost, or delivery or performance dates, or both, and any other contractual provision affected by the return, disposition, repair or modification. The foregoing provisions for adjustment are exclusive and the Government shall not be liable to suit for breach of contract by reason of any delay in delivery of Government-furnished Property or delivery of such property in a condition not suitable for its intended use.

(b) The Government may deliver to the Contractor Government-furnished Property in addition to that set forth in this contract. Upon such delivery this contract may be amended, if appropriate, to accomplish an equitable adjustment in its terms and provisions.

(c) Title to all property furnished by the Government shall remain in the Government. Title to all property purchased by the Contractor, for the cost of which the Contractor is to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the Government upon delivery of such property by the vendor. Title to other property, the cost of which is to be reimbursed to the Contractor under this contract, shall pass to and vest in the Government upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of processing or use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the Government, whichever first occurs. All Government-furnished Property, together with all property acquired by the Contractor, title to which vests in the Government under this paragraph, are subject to the provisions of this clause and are hereinafter collectively referred to as "Government Property."

(d) Title to the Government Property shall not be affected by the incorporation or attachment thereof to any property not owned by the Government, nor shall such Government Property, or any part thereof, be or become a fixture or lose its identity as personalty by reason of affixation to any realty.

(e) The Government Property provided or furnished pursuant to the terms of this contract shall, unless otherwise provided herein and except as may be otherwise approved by the Contracting Officer, be used only for the performance of this contract.

(f) The Contractor shall maintain and administer in accordance with sound business practice a program for the maintenance, repair, protection and preservation of Government Property so as to assure its full availability and usefulness for the performance of this contract. The Contractor shall

take all reasonable steps to comply with all appropriate directions or instructions which the Contracting Officer may prescribe as reasonably necessary for the protection of the Government Property.

(g) The provisions of Part III, Appendix C, Armed Services Procurement Regulation, Manual for Control of Government Property in Possession of Non-Profit Research and Development Contractors, as in effect on the date of this contract, are herein incorporated by reference and made a part of this contract. The Contractor agrees to comply with the provisions thereof relating to the keeping of property control records, identification and marking, segregation and commingling, taking of inventories, and control of salvage and scrap, and the Contractor also accepts the responsibilities set forth in said Part III with respect to Government Property.

(h) The Contractor agrees to make available to authorized representatives of the Contracting Officer at all reasonable times at the office of the Contractor all of its property records under this contract, and access to any premises where any of the Government Property is located.

(i) (1) The Contractor shall not be liable for any loss of or damage to the Government Property, or for expenses incidental to such loss or damage, except that the Contractor shall be responsible for any such loss or damage (including expenses incidental thereto):

(i) Which results from willful misconduct or lack of good faith on the part of any of the Contractor's directors or officers, or on the part of any of its managers, superintendents, or other equivalent representatives, who has supervision or direction of all or substantially all of the Contractor's business, or all or substantially all of the Contractor's operations at any one plant, laboratory, or separate location in which this contract is being performed;

(ii) Which results from a failure on the part of the Contractor, due to the willful misconduct or lack of good faith on the part of any of its directors, officers, or other representatives mentioned in (i) above, (A) to maintain and administer, in accordance with sound business practice, the program for maintenance, repair, protection and preservation of Government Property as required by (f) above, or (B) to take all reasonable steps to comply with any appropriate written directions of the Contracting Officer under (f) above;

(iii) For which the Contractor is otherwise responsible under the express terms of the clause or clauses designated in the schedule;

(iv) Which results from a risk expressly required to be insured under some other provision of this contract, but only to the extent of the insurance so required to be procured and maintained, or to the extent of insurance actually procured and maintained, whichever is greater; or

(v) Which results from a risk which is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement: *Provided*, That, if more than one of the above exceptions shall be applicable in any case, the Contractor's liability under any one exception shall not be limited by any other exception.

(2) The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance, or any provision for a reserve, covering the risk of loss of or damage to the Government Property, except to the extent that the Government may have required the Contractor to carry such insurance under any other provision of this contract.

(3) Upon the happening of loss or destruction of or damage to the Government Property, the Contractor shall notify the Contracting Officer thereof, and shall communicate with the Loss and Salvage Organization, if any, now or hereafter designated by the Contracting Officer, and with the assistance of the Loss and Salvage Organization so designated (unless the Contracting Officer has designated that no such organization be employed), shall take all reasonable steps to protect the Government Property from further damage, separate the damaged and undamaged Government Property, put all the Government Property in the best possible order, and furnish to the Contracting Officer a statement of:

(i) The lost, destroyed and damaged Government Property;

(ii) The time and origin of the loss, destruction or damage;

(iii) All known interests in commingled property of which the Government Property is a part; and

(iv) The insurance, if any, covering any part of or interest in such commingled property.

The Contractor shall make repairs and renovations of the damaged Government Property or take such other action as the Contracting Officer directs.

(4) In the event the Contractor is indemnified, reimbursed, or otherwise compensated for any loss or destruction of or damage to the Government property, it shall use the proceeds to repair, renovate or replace the Government property involved, or shall credit such proceeds against the cost of the work covered by the contract, or shall otherwise reimburse the Government, as directed by the Contracting Officer. The Contractor shall do nothing to prejudice the Government's right to recover against third parties for any such loss, destruction or damage and, upon the request of the Contracting Officer, shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery.

(5) (Where applicable.) In the event any aircraft are to be furnished under this contract, any loss or destruction of, or damage to, such aircraft or other Government Property occurring in connection with operations of said aircraft will be governed by the clause of this contract captioned "Flight Risks," to the extent such clause is, by its terms, applicable.

(j) The Government Property shall remain in the possession of the Contractor for such period of time as is required for the performance of this contract unless the Contracting Officer determines that the interests of the Government require removal of such property. In such case the Contractor shall promptly take such action as the Contracting Officer may direct with respect to the removal and shipping of Government Property. In any such instance, this contract may be amended to accomplish an equitable adjustment in its terms and provisions.

(k) Upon completion or expiration of this contract, any Government Property which has not been consumed in the performance of this contract, or which has not been disposed of as hereinafter provided in subparagraph (1) of this clause, or for which the Contractor has not otherwise been relieved of responsibility, shall be disposed of in the same manner, and subject to the same procedures, as is provided in subparagraph (g) of the clause of this contract entitled "Termination for the Convenience of the Government" with respect to termination inventory. The proceeds of any such disposition shall be applied in reduction of any payments to be made by the Government to the Contractor under this contract, or shall otherwise be credited to the cost of the work covered by this contract, or shall be paid in such other manner as the Contracting Officer may direct. Pending final disposition of such property, the Contractor agrees to take such action as may be necessary, or as the Contracting Officer may direct, for the protection and preservation thereof.

(l) If the Contracting Officer determines that the interests of the Government require removal of any Government Property, or if the Contractor determines any Government Property to be in excess of its needs under this contract, such Government Property shall be disposed of in the same manner as provided by subparagraph (k) above. In the event that the Contracting Officer requires the removal of any Government Property under this subparagraph (l) or subparagraph (k) above, the direct cost to the Contractor of such removal and of any property damage occasioned thereby shall constitute an allowable cost thereunder.

(m) Unless otherwise provided herein, the Government shall not be under any duty or obligation to restore or rehabilitate, or to pay the costs of the restoration or rehabilitation of the Contractor's plant or any portion thereof which is affected by the removal of any Government Property.

(n) Directions of the Contracting Officer and communications of the Contractor issued pursuant to this clause shall be in writing.

PART 16—PROCUREMENT FORMS

SUBPART H—MISCELLANEOUS FORMS

Section 16.809 has been added making DD Form 882 available for optional use by Contractors in reporting information required by the newly revised Patent Rights Clause set forth in § 9.107–1.

Section 16.809 reads as follows:

§ 16.809 *Report of inventions and subcontracts (DD Form 882).* DD Form 882 is approved for optional use by contractors in reporting information required by paragraphs (c) (ii), (c) (iii), and (h) of the Patent Rights clause set forth in § 9.107–1 of this subchapter.

(R. S. 161; 5 U. S. C. 22)

T. P. PIKE,
Assistant Secretary of Defense,
(Supply and Logistics).

[F. R. Doc. 56-2601; Filed, Apr. 6, 1956; 8:45 a. m.]

TITLE 31—MONEY AND FINANCE: TREASURY

Chapter I—Monetary Offices, Department of the Treasury

[1956 Dept. Circular 1]

PART 129—VALUES OF FOREIGN MONEYS

QUARTER BEGINNING APRIL 1, 1956

APRIL 1, 1956.

§ 129.19 *Calendar year, 1956.* * * *

(b) *Quarter beginning April 1, 1956.* Pursuant to section 522, title IV, of the Tariff Act of 1930, reenacting section 25 of the act of August 27, 1894, as amended, the following estimates by the Director of the Mint of the values of foreign monetary units, are hereby proclaimed to be the values of such units in terms of the money of account of the United States that are to be followed in estimating the value of all foreign merchandise exported to the United States during the quarter beginning April 1, 1956, expressed in any such foreign monetary

units: *Provided, however,* That if no such value has been proclaimed, or if the value so proclaimed varies by 5 per centum or more from a value measured by the buying rate in the New York market at noon on the day of exportation, conversion shall be made at a value measured by such buying rate as determined and certified by the Federal Reserve Bank of New York and published by the Secretary of the Treasury pursuant to the provisions of section 522, title IV, of the Tariff Act of 1930.

[SEAL] DAVID W. KENDALL,
Acting Secretary of the Treasury.

[The value of foreign monetary units, as shown below in terms of United States money, is the ratio between the legal gold content of the foreign unit and the legal gold content of the United States dollar. It should be noted that this value, with respect to most countries, varies widely from the present exchange rates. Countries not having a legally defined gold monetary unit, or those for which current information is not available, are omitted]

Country	Monetary unit	Value in terms of U. S. money	Remarks
Colombia	Peso	$0.5128	Monetary Law No. 90 of Dec. 16, 1948, effective Dec. 18, 1948, content of peso 0.50637 gram of gold 9/10 fine. Obligation to sell gold suspended Sept. 24, 1931.
Costa Rica	Colon	.1781	Parity of 0.158267 fine gram gold established by decree law effective Mar. 22, 1947.
Denmark	Krone	.4537	Conversion of notes into gold suspended Sept. 29, 1931.
Dominican Republic	Peso	1.0000	By monetary law No. 1528 effective Oct. 9, 1947, gold content of peso equal to 0.888671 gram fine.
Ethiopia	Dollar	.4025	New unit established by Proclamation of the Emperor on May 25, 1945, effective July 23, 1945.
Finland	Markka	.0426	Conversion of notes into gold suspended Oct. 12, 1931.
Guatemala	Quetzal	1.0000	Decree No. 203 of Dec. 10, 1945, defined the monetary unit as 15 5/21 grains gold 9/10 fine. Conversion of notes into gold suspended Mar. 6, 1933.
Haiti	Gourde	.2000	National bank notes redeemable on demand in U. S. dollars.
Peru	Sol	.4740	Conversion of notes into gold suspended May 18, 1932; exchange control established Jan. 23, 1945.
Philippines	Peso	.5000	International value according to the Central Bank Act approved June 15, 1948. Exchange control established.
Sweden	Krona	.4537	Conversion of notes into gold suspended Sept. 29, 1931.
Uruguay	Peso	.6583	Present gold content of 0.585018 gram fine established by law of Jan. 18, 1938. Conversion of notes into gold suspended Aug. 2, 1914; exchange control established Sept. 7, 1931.
Venezuela	Bolivar	.3267	Exchange control established Dec. 12, 1936.

(Sec. 522, 46 Stat. 739; 31 U. S. C. 372)

[F. R. Doc. 56-2613; Filed, Apr. 6, 1956; 8:48 a. m.]

PROPOSED RULE MAKING

FEDERAL COMMUNICATIONS COMMISSION

[47 CFR Part 31]

[Docket No. 11402; FCC 56-275]

UNIFORM SYSTEM OF ACCOUNTS

CLASS A AND CLASS B TELEPHONE COMPANIES

In the matter of amendments of Part 31 (Uniform System of Accounts for Class A and Class B Telephone Companies) of the Commission's rules and regulations.

1. The American Telephone and Telegraph Company (A. T. & T.) and the U. S. Independent Telephone Association (USITA) by letters dated September 30, 1954, and February 21, 1955, respectively, requested the Commission to revise Part 31 of its rules. The proposed revisions would provide that the telephone companies charge their contributions to, and membership fees and dues in, organizations engaged in activities beneficial to the community, to the operating expense account, "Other expenses" (account 675), or to the appropriate operating departmental expense accounts, if directly related thereto, rather than to the "below-the-line" account, "Miscellaneous income charges" (account 323), as currently required.

2. The Commission released a notice of proposed rule making in this matter on June 3, 1955 (published in 20 F. R. 3962), inviting interested parties to present their views to the Commission concerning the industry's proposal as well as the following:

(a) Include the costs of the items in question in a specially designed operating expense account or in account 675, "Other expenses", thereby eliminating the use of departmental expense accounts as proposed by the industry.

(b) If charitable contributions were to be charged to operating expenses, whether such contributions should be limited in amount or type by the accounting rules.

(c) Continue the current requirement that all the items in question be charged to account 323, "Miscellaneous income charges", but amend the rules to eliminate the effect on net operating income of the reduction in federal and state income taxes attributable to charitable contributions by crediting account 323 in the amount of such tax reduction with an offsetting charge to an operating expense account, such as a subdivision of account 305, "Operating taxes".

3. Comments were received from twenty-one parties. Four carriers, A. T. & T.,[1] Hawaiian Telephone Company, R. C. A. Communications, Inc., and The Western Union Telegraph Company, supported the industry's proposal and either criticized,[2] opposed, or ignored the above-described related proposals. The latter two companies urged that the telephone industry's proposed rule revision be extended to the appropriate parts of the Uniform Systems of Accounts relating to telegraph carriers. Eleven state regulatory agencies responded; namely, those of the States of California, Kentucky, Louisiana, Michigan, New Jersey, New York, North Carolina, Pennsylvania, Washington, West Virginia and Wisconsin. All the regulatory agencies from the above States opposed amendment of the accounting rules to permit the telephone companies to charge the cost of contributions and memberships to operating expenses, except the Washington Public Service Commission which favored an amendment permitting such items to be charged to a single operating expense account.[3] Of the two responding associations, the National Association of Railroad and Utilities Commissioners' Committee on Accounts and Statistics opposed any change in the accounting rules, while USITA supported the industry's proposal and opposed the related proposals enumerated above in paragraph two. One public accounting firm, Arthur Andersen & Co., favored the industry's proposal.[4] The Communication Workers of America opposed any amendments of the accounting rules. Two individuals submitted comments opposing the industry's proposal. Reply comments were received from A. T. & T.

4. In general, the proponents of the revised rule to permit the charging of the items in question to operating expenses contended that such items are necessary and legitimate operating expenses; that if private contributions are insufficient to support community welfare agencies, government subsidization thereof with consequent increased taxes would follow, with increased taxes reflected in the carriers' operating expenses; and that while charitable contributions not directly benefiting corporate donors were once generally considered ultra vires, such contributions are now recognized in most jurisdictions as within management's authority, and have been deductible for federal income tax purposes for many years. Those opposed to permitting charitable contributions to be charged to operating expenses generally contended that such accounting would ultimately result in the rate payers bearing the costs of the contributions contrary to the majority of the reported cases; that if charitable contributions are made, the carriers have

[1] A. T. & T. also submitted a statement from Lybrand, Ross Bros. and Montgomery, a public accounting firm, which favored the industry's proposal in substance.

[2] Two carriers (Hawaiian and RCAC), while critical of the tax normalization proposal, indicated that it was preferable to the current rules.

[3] Many of the agencies did not comment specifically on the related proposals enumerated in paragraph two. However, those agencies which referred to the related proposals opposed such proposals with the exception of the Washington Public Service Commission, as noted above.

[4] This firm also indicated that the tax normalization proposal was preferable to the current rules regarding contributions.

an obligation to make them out of net income rather than exact involuntary donations from the rate payers who have no choice in the selection of the beneficiaries and who have their own individual charitable obligations; that the regulatory burden of analyzing the accounts for rate making would increase; and that a lack of uniformity in utility accounting would result. In reply to the comments of those opposed to any rule revisions, A. T. & T. stated in part that if the expenditures in question are not legitimate operating expenses, as contended by many of the respondents, then management, having no authority to pay to third parties portions of net income belonging to stockholders, would in effect be doing that by making charitable contributions under express statutory authority in most states; that the stockholders' individual charitable responsibilities must be considered as well as those of the rate payers; and that the proposed rule revisions relate only to the accounting for the costs of contributions and memberships rather than the treatment of such items for rate making which is not now in issue.

5. With respect to the variation to the industry's proposal whereby the expenditures in question would be charged to a single operating expense account, several respondents stated that such method would facilitate regulatory analysis more readily than departmentalized expense accounts. On the other hand, several respondents commented that the single account procedure would obscure the true nature of the expenditures and would hamper the companies' internal control over such expenditures. All the comments mentioning the proposal to limit by amount or type the expenditures in question chargeable to operating expenses generally opposed the proposed rule either as arbitrary, unworkable or unsound. The tax normalization proposal (described above in paragraph 2c) was criticized in those comments responding to such proposal because tax adjustment accounting: (1) would complicate the accounts and financial statements making them difficult for the layman to understand; (2) could not be justified by the precedent of tax adjustment accounting for unusual, nonrecurring distortive items because contributions are of a continuing nature in relatively uniform amounts and not of sufficient magnitude to materially distort net operating income; and (3) would result in an unsound accounting practice of splitting the items in question between operating expenses and "below-the-line" deductions.

6. The classification of the expenditures in question as operating expenses for rate making is a controversial matter. Many of the reported rate decisions indicate that these expenditures are not allowable as operating expenses. While we recognize that this rule making proceeding concerns accounting, not rate making, we find particularly appropriate the following statement of this Commission taken from a previous accounting case: *

> The Commission is here concerned with preserving the identity and usefulness of an operating expense account by requiring the exclusion therefrom of charges which might distort its character and which might become submerged before occasion arose for review of their merits. In order to provide essential information in the form which the Commission considers most serviceable, operating expense accounts should reflect only clear-cut current costs. The inclusion therein of doubtful items or of items pertaining to other fiscal periods would require time-consuming and expensive reappraisal and analysis of each such item questioned in a regulatory rate proceeding and might be misleading to members of the public interested in the accounts.

Likewise, the inclusion of the doubtful items in question herein in the operating expense accounts, as proposed, is likely to require burdensome, detailed regulatory analysis of the accounts and cause delay in rate proceedings to the disadvantage of regulatory authorities and carriers. Such accounting also could mislead the public.

7. We believe our accounting rules should facilitate expeditious rate proceedings, insofar as possible, and should not impose upon the Commission, to the possible detriment of the rate payers, the burden of ferreting out doubtful or improper items from the accounts. Our current accounting rules are conducive to a rate case procedure whereby each contribution and membership item, currently charged "below-the-line", can be advanced by the carrier as properly includible in operating expenses, and such inclusion therein can be supported by pertinent evidence and argument (the latter might well include nearly every contention contained in the comments of the proponents of the proposed rule revision). The Commission could then rule on the merits of the issues at the proper time. In view of the controversy concerning the rate making treatment of the community welfare expenditures, the amendment of our accounting rules to permit the charging of such expenditures to any of the operating expense accounts might indicate to interested parties that we lean toward allowing such expenditures as operating expense for rate making. Since this matter is not now before us, we do not intend that this document should be construed as setting forth any opinion concerning the rate making aspects of the items at issue.

8. In our opinion, it would be unwise to adopt the proposed tax normalization rule, under which charitable contributions would continue to be charged to account 323, but an amount equal to the income tax reduction attributable to such contributions would be credited to account 323 with an offsetting charge to operating expenses. Even if we assume tax normalization accounting to be desirable in principle, we have doubts whether such accounting should be applied in the case of charitable contributions by the telephone companies. Our records indicate that annual contributions are relatively uniform and not of such magnitude as to produce tax reductions which could distort net operating income to any appreciable extent. Tax normalization accounting is usually applied to extraordinary non-recurring transactions which are of sufficient magnitude to substantially distort net income. Further, tax normalization accounting for contributions would complicate the accounts and may confuse some readers of the carriers' financial statements.

9. Aside from the above-mentioned obection to the proposed tax normalization rule, we believe that such proposal might more appropriately be considered, if at all, as part of a comprehensive review of the entire subject of tax normalization accounting. Such comprehensive subject is beyond the scope of this proceeding. Finally, we feel that if we were to apply tax normalization accounting solely to the matters now under consideration, such action might be construed as an indication that we were of the opinion that carriers may partially charge contributions to operating expenses for rate making purposes. As we have already stated, we do not at this time take any position on such matter.

10. In view of the foregoing, the Commission has concluded that there is no current need to adopt any of the proposed amendments to the accounting rules, and that the current rules are well adapted to serve the regulatory purposes and the public interest: *Accordingly, it is ordered*, That the proceeding in Docket No. 11402 is terminated.

Adopted: March 28, 1956.

Released: April 4, 1956.

FEDERAL COMMUNICATIONS COMMISSION *

[SEAL] MARY JANE MORRIS, *Secretary.*

[F. R. Doc. 56-2615; Filed, Apr. 6, 1956; 8:49 a. m.]

* In the Matter of Additional Charges to Operating Expense Account 672, Docket No. 5188, 9 F. C. C. 232, 244 (1942).

* Commissioners McConnaughey, Hyde and Doerfer dissenting. Dissenting statements of Commissioners McConnaughey and Doerfer filed as part of the original document.

NOTICES

DEPARTMENT OF THE INTERIOR

Bureau of Indian Affairs

[Bureau Order 566, Amdt. 3]

AREA DIRECTORS

REDELEGATION OF AUTHORITY WITH RESPECT TO CONSTRUCTION, SUPPLY AND SERVICE CONTRACTS AND NEGOTIATING CONTRACTS FOR SERVICES OF ENGINEERING AND ARCHITECTURAL FIRMS

Section 4 of Order 566, as amended (19 F. R. 3971; 20 F. R. 2092, 5703), is revised to read as follows:

SEC. 4. *Authority of Area Directors to redelegate.* An Area Director may redelegate the authority delegated to him

by this order. Each redelegation shall be published in the FEDERAL REGISTER.

GLENN L. EMMONS,
Commissioner.

APRIL 3, 1956.

[F. R. Doc. 56-2607; Filed, Apr. 6, 1956; 8:46 a. m.]

DEPARTMENT OF AGRICULTURE

Commodity Stabilization Service

1956 CROP OF UPLAND COTTON

NOTICE OF REDELEGATION OF FINAL AUTHORITY OF STATE AGRICULTURAL STABILIZATION AND CONSERVATION COMMITTEE

Section 722.729 (b) of the Regulations Pertaining to Acreage Allotments for the 1956 Crop of Upland Cotton (20 F. R. 8247) issued pursuant to the marketing quota provisions of the Agricultural Adjustment Act of 1938, as amended (7 U. S. C. 1301–1376), provides that any authority delegated to a State Agricultural Stabilization and Conservation Committee by the regulations in §§ 722.717 to 722.729 (a), inclusive, may be redelegated by the State Committee. In accordance with section 3 (a) (1) of the Administrative Procedure Act (5 U. S. C. 1002 (a)), which requires delegations of final authority to be published in the FEDERAL REGISTER, there are set out herein the redelegations which have been made by the Alabama Agricultural Stabilization and Conservation State Committee of the final authority vested in such committee by the Secretary of Agriculture in the regulations referred to above. These redelegations are in addition to those contained in the notice published in the FEDERAL REGISTER on December 22, 1955 (20 F. R. 9870) and February 16, 1956 (21 F. R. 1077). Shown below are the section of the regulations in which such authority appears and the persons, designated by name and by title, to whom the authority has been redelegated:

ALABAMA

Section 722.729 (a)—Fred M. Acuff, Program Specialist and John L. Hoover, Program Specialist.

Issued at Washington, D. C., this 3d day of April 1956.

[SEAL] WALTER C. BERGER,
Acting Administrator.

[F. R. Doc. 56-2629; Filed, Apr. 6, 1956; 8:51 a. m.]

PEANUTS

NOTICE OF REDELEGATION OF FINAL AUTHORITY BY ALABAMA STATE AGRICULTURAL STABILIZATION AND CONSERVATION COMMITTEE

Section 729.731 of the Marketing Quota Regulations for the 1956 Crop of Peanuts (20 F. R. 6033), issued pursuant to the marketing quota provisions of the Agricultural Adjustment Act of 1938, as amended (7 U. S. C. 1301–1393), provides that any authority delegated to the State Agricultural Stabilization and Conservation Committee by the regulations may be redelegated by the State Committee. In accordance with section 3 (a) (1) of the Administrative Procedure Act (5 U. S. C. 1002 (a)), which requires delegations of final authority to be published in the FEDERAL REGISTER, there are set out herein the redelegations of final authority which have been made by the Alabama State Agricultural Stabilization and Conservation Committee of authority vested in such committee by the Secretary of Agriculture in the regulations referred to above. Shown below are the sections of the regulations in which such authority appears and the persons to whom the authority has been redelegated:

ALABAMA

Section 729.728—Fred M. Acuff and John L. Hoover, Program Specialists of the Office of the State ASC Committee.

Issued at Washington, D. C., this 3d day of April 1956.

[SEAL] WALTER C. BERGER,
Acting Administrator,
Commodity Stabilization Service.

[F. R. Doc. 56-2628; Filed, Apr. 6, 1956; 8:50 a. m.]

DEPARTMENT OF HEALTH, EDUCATION, AND WELFARE

Food and Drug Administration

PUBLIC WARNING AGAINST HOXSEY CANCER TREATMENT

Under the authority vested in the Secretary of Health, Education, and Welfare by the Federal Food, Drug, and Cosmetic Act (sec. 705 (b), 52 Stat. 1058; 21 U. S. C. 375 (b)) and delegated to the Commissioner of Food and Drugs by the Secretary (20 F. R. 1996), and upon the conclusion by the Commissioner that the Hoxsey Cancer Treatment is imminently dangerous to health and constitutes gross deception of the consumer, the following notice is issued:

Sufferers from cancer, their families, physicians, and all concerned with the care of cancer patients are hereby advised and warned that the so-called Hoxsey treatment for internal cancer has been found by the United States Court of Appeals for the Fifth Circuit, on the basis of evidence presented by the Food and Drug Administration, to be a worthless treatment.[1]

The Federal Food, Drug, and Cosmetic Act authorizes dissemination of information regarding drugs in situations involving imminent danger to health or gross deception of the consumer, *supra*. The Hoxsey treatment for internal cancer involves such drugs. Its sale represents a gross deception of the consumer. It is imminently dangerous to rely upon it in neglect of competent and rational treatment.

The Hoxsey treatment costs the patient $400, plus $60 in additional fees—expenditures that will yield nothing of any value in the cure of cancer. It begins with a superficial and inadequate examination of the patient at the Hoxsey Cancer Clinic, Dallas, Texas, or Portage, Pennsylvania. The patient at Dallas is then supplied with one of the following "cancer" medicines: Black pills, red pills, a brownish-black liquid, or a light-red liquid. The black pills and the brownish-black liquid contain potassium iodide, licorice, red clover blossoms, burdock root, Stillingia root, berberis root, pokeroot, cascara sagrada, prickly ash bark, and buckthorn powder. The red pills contain potassium iodide, red clover, Stillingia root, pokeroot, buckthorn, and pepsin. At Portage the patient is given the same "cancer" medication, although the colors of the pills are different. The light-red liquid medicine is potassium iodide in elixir of lactated pepsin. There is evidence that potassium iodide accelerates the growth of some cancers.

The Food and Drug Administration has conducted a thorough and long-continuing investigation of Hoxsey's treatment. His claimed cures have been extensively studied, and the Food and Drug Administration has not found a single verified cure of internal cancer effected by the Hoxsey treatment. In addition, the National Cancer Institute of the United States Public Health Service has reviewed case histories submitted by Hoxsey and has advised him that the cases provided no scientific evidence that the Hoxsey treatment has any value in the treatment of internal cancer.

On October 26, 1953, Harry M. Hoxsey, the Clinic, and all persons in active concert with him were enjoined by the United States District Court at Dallas, Texas, from shipping their worthless cancer medicines in interstate commerce with labeling representing, suggesting, or implying that the products are effective in the treatment of any type of internal cancer. While the Government intends to prosecute violations of the injunction, this warning is necessary for the immediate protection of cancer victims who may be planning to take the Hoxsey treatment.

Those afflicted with cancer are warned not to be misled by the false promise that the Hoxsey cancer treatment will cure or alleviate their condition. Cancer can be cured only through surgery or radiation. Death from cancer is inevitable when cancer patients fail to obtain proper medical treatment because of the lure of a painless cure "without the use of surgery, X-ray, or radium" as claimed by Hoxsey.

Dated: April 3, 1956.

[SEAL] GEO. P. LARRICK,
Commissioner of Food and Drugs.

[F. R. Doc. 56-2608; Filed, Apr. 6, 1956; 8:47 a. m.]

[1] The court decisions may be found in Vol. 198, Federal Reporter, 2d series, p. 273, and Vol. 207, Federal Reporter, 2d Series, p. 567.

DEPARTMENT OF COMMERCE

Maritime Administration

BLOOMFIELD STEAMSHIP CO.

NOTICE OF APPLICATION FOR PERMISSION TO OPERATE VESSEL

Notice is hereby given of the application of Bloomfield Steamship Company for written permission of the Maritime Administrator under section 805 (a) of the Merchant Marine Act, 1936, 46 U. S. C. 1223, to permit operation of its

owned vessel S. S. "Alice Brown" by the charterer of said vessel, States Marine Corporation, on a voyage commencing on or about May 1, 1956, carrying lumber and lumber products from United States North Pacific ports to United States Atlantic ports, north of Cape Hatteras.

Any person, firm, or corporation having any interest in such application and desiring a hearing on issues pertinent to section 805 (a) should within fifteen (15) days from the date of publication of this notice in the FEDERAL REGISTER notify the Secretary, Maritime Administration, and file petition for leave to intervene in accordance with the rules of practice and procedure of the Maritime Administration.

If no request for hearing and petition for leave to intervene is received within the specified time, the requested permission will be granted.

Dated: April 4, 1956.

By order of the Maritime Administrator.

[SEAL] A. J. WILLIAMS,
Secretary.

[F. R. Doc. 56-2614; Filed, Apr. 6, 1956; 8:48 a. m.]

Office of the Secretary

RAY W. IRELAND

STATEMENT OF CHANGES IN FINANCIAL INTERESTS

Statement of changes in financial interests required by section 710 (b) (6) of the Defense Production Act of 1950, as amended.

1. Name of appointee: Ray W. Ireland.

2. Employing agency: Department of Commerce, Defense Air Transportation Administration, Office of the Secretary, Office of the Under Secretary for Transportation.

3. Date of appointment: March 5, 1952.

4. Title of position: Consultant.

5. Name of private employer: United Air Lines, Inc.

6. Changes in names of any corporations of which the appointee is an officer or director or within 60 days preceding appointment has been an officer or director, or in which the appointee owns or within 60 days preceding appointment has owned any stocks, bonds, or other financial interests; any partnerships in which the appointee is, or within 60 days preceding appointment was, a partner; and any other businesses in which the appointee owns, or within 60 days preceding appointment has owned, any similar interest.

A. Deletions: Melville Shoe Corporation, Common; Woolworth, Common; Public Service, Electric and Gas 1.40 Preference Common.

B. Additions: None.

This supplements my statement of financial interests reported in the FEDERAL REGISTER of January 7, 1956, 21 F. R. 163.

Dated: March 10, 1956.

R. W. IRELAND.

[F. R. Doc. 56-2602; Filed, Apr. 6, 1956; 8:46 a. m.]

HAROLD L. GRAHAM, JR.

STATEMENT OF CHANGES IN FINANCIAL INTERESTS

Statement of changes in financial interests required by section 710 (b) (6) of the Defense Production Act of 1950, as amended.

1. Name of appointee: Harold L. Graham, Jr.

2. Employing agency: Department of Commerce, Office of the Under Secretary for Transportation, Defense Air Transportation Administration.

3. Date of appointment: June 28, 1955.

4. Title of position: Consultant (Air Transportation).

5. Name of private employer: Resort Airlines, Inc.

6. Changes in names of any corporations of which the appointee is an officer or director or within 60 days preceding appointment has been an officer or director, or in which the appointee owns or within 60 days preceding appointment has owned any stocks, bonds, or other financial interests; any partnerships in which the appointee is, or within 60 days preceding appointment was, a partner; and any other businesses in which the appointee owns, or within 60 days preceding appointment has owned, any similar interest.

A. Deletions: None.

B. Additions: None.

This supplements my statement of finnancial interests reported in the FEDERAL REGISTER of December 31, 1955, 20 F. R. 10168-69.

Dated: March 29, 1956.

HAROLD L. GRAHAM, JR.

[F. R. Doc. 56-2603; Filed, Apr. 6, 1956; 8:46 a. m.]

ROBERT E. LEE TURNER

STATEMENT OF CHANGES IN FINANCIAL INTERESTS

Statement of changes in financial interests required by Section 710 (b) (6) of the Defense Production Act of 1950, as amended.

1. Name of appointee: Robert E. Lee Turner.

2. Employing agency: Department of Commerce, Defense Air Trafisportation Administration, Office of the Under Secretary for Transportation.

3. Date of appointment: June 19, 1952.

4. Title of position: Consultant.

5. Name of private employer: Northeast Airlines, Inc.

6. Changes in names of any corporations of which the appointee is an officer or director or within 60 days preceding appointment has been an officer or director, or in which the appointee owns or within 60 days preceding appointment has owned any stocks, bonds, or other financial interests; any partnerships in which the appointee is, or within 60 days preceding appointment was, a partner; and any other businesses in which the appointee owns, or within 60 days preceding appointment has owned, any similar interest.

A. Deletions: None.

B. Additions: 304 Shares of Common Stock, Northeast Airlines, Inc.

This supplements my statement of financial interests reported in the FEDERAL REGISTER of December 14, 1955, 20 F. R. 9348-49.

Dated: March 8, 1956.

ROBERT L. TURNER.

[F. R. Doc. 56-2604; Filed, Apr. 6, 1956; 8:46 a. m.]

PAUL BUTLER

STATEMENT OF CHANGE IN FINANCIAL INTERESTS

Statement of changes in financial interests required by Section 710 (b) (6) of the Defense Production Act of 1950, as amended.

1. Name of appointee: Paul Butler.

2. Employing agency: Department of Commerce, Defense Air Transportation Administration, Office of the Secretary—Office of the Under Secretary for Transportation.

3. Date of appointment: August 1, 1954.

4. Title of position: Consultant.

5. Name of private employer: Butler Company, Chicago, Illinois.

6. Changes in names of any corporations of which the appointee is an officer or director or within 60 days preceding appointment has been an officer or director, or in which the appointee owns or within 60 days preceding appointment has owned any stocks, bonds, or other financial interests; any partnerships in which the appointee is, or within 60 days preceding appointment was, a partner; and any other businesses in which the appointee owns, or within 60 days preceding appointment has owned, any similar interest.

A. Deletions: None.

B. Additions: None.

This supplements my statement of financial interests reported in the FEDERAL REGISTER of December 14, 1955, 20 F. R. 9348-49.

Dated: March 1956.

PAUL BUTLER.

[F. R. Doc. 56-2605; Filed, Apr. 6, 1956; 8:46 a. m.]

FEDERAL COMMUNICATIONS COMMISSION

[Docket Nos. 6584, 6585; FCC 56M-320]

ALBUQUERQUE BROADCASTING CO. (KOB)

ORDER POSTPONING HEARING CONFERENCE

In re applications of: Albuquerque Broadcasting Company (KOB), Albuquerque, New Mexico, Docket No. 6584, File No. BMP-1738; for modification of construction permit. Albuquerque Broadcasting Company (KOB), Albuquerque, New Mexico, Docket No. 6585, File Nos. BL-1799, BZ-1583; for license to cover construction permit as modified and authority to determine operating power by direct measurement.

The Hearing Examiner having under consideration a motion, filed on April 2, 1956, on behalf of American Broadcasting Company (WABC), requesting that the hearing conference in the above-

entitled proceeding, now scheduled to be held on April 4, 1956, be postponed until 10:00 o'clock a. m., April 10, 1956; and

It appearing that sufficient facts have been set forth in the above motion to warrant a grant of the relief requested herein; and

It further appearing that all of the parties to the proceeding have consented to a grant of the said motion and to a waiver of § 1.745 of the Commission's rules;

It is ordered, This 3d day of April 1956, that the above motion be, and it is hereby, granted and that the hearing conference in the above-entitled proceeding is hereby postponed until 10:00 o'clock a. m. on April 10, 1956, in the offices of this Commission, Washington, D. C.

FEDERAL COMMUNICATIONS COMMISSION,
[SEAL] MARY JANE MORRIS,
Secretary.

[F. R. Doc. 56-2616; Filed, Apr. 6, 1956; 8:49 a. m.]

[Docket No. 9030, etc.; FCC 56M-312]

QUEEN CITY BROADCASTING CO. ET AL.

ORDER CONTINUING HEARING

In re applications of Queen City Broadcasting Company, Seattle, Washington, Docket No. 9030, File No. BPCT-453; KXA, Incorporated, Seattle, Washington, Docket No. 10758, File No. BPCT-902; Puget Sound Broadcasting Co., Inc., Seattle, Washington, Docket No. 10759, File No. BPCT-1592; for construction permits for new television stations (Channel 7).

At the oral request of counsel for Puget Sound Broadcasting Co., Inc., and with the consent of all other participants to grant of the request and to its early consideration;

It is ordered, This 2d day of April 1956, that further hearing in the above entitled proceeding now scheduled for 10:00 a. m., April 9, 1956, is continued to 10:00 a. m., April 12, 1956.

FEDERAL COMMUNICATIONS COMMISSION,
[SEAL] MARY JANE MORRIS,
Secretary.

[F. R. Doc. 56-2617; Filed, Apr. 6, 1956; 8:49 a. m.]

[Docket Nos. 11364, 11363; FCC 56M-313]

RCA COMMUNICATIONS, INC., AND WESTERN UNION TELEGRAPH CO.

ORDER SCHEDULING HEARING

In the matter of RCA Communications, Inc. v. The Western Union Telegraph Company, Docket No. 11364; complaint with respect to Area "C" Pacific Traffic under the International Formula.

In the matter of RCA Communications, Inc., Docket No. 11663; request for appropriate Commission action with respect to alleged illegal practices of The Western Union Telegraph Company in handling traffic destined to various Far Eastern points.

It is ordered, This 2d day of April 1956, that Jay A. Kyle will preside at the hearing in the above-entitled proceeding which is hereby scheduled to commence on May 15, 1956, in Washington, D. C.

Released: April 3, 1956.

FEDERAL COMMUNICATIONS COMMISSION,
[SEAL] MARY JANE MORRIS,
Secretary.

[F. R. Doc. 56-2618; Filed, Apr. 6, 1956; 8:49 a. m.]

[Docket No. 11519; FCC 56M-314]

GREENVILLE BROADCASTING CORP.

ORDER SCHEDULING HEARING

In re application of The Greenville Broadcasting Corporation, Greenville, Ohio, Docket No. 11519, File No. BP-9522; for construction permit.

It is ordered, This 2d day of April 1956, that Elizabeth C. Smith will preside at the hearing in the above-entitled proceeding which is hereby scheduled to commence on June 5, 1956, in Washington, D. C.

Released: April 3, 1956.

FEDERAL COMMUNICATIONS COMMISSION,
[SEAL] MARY JANE MORRIS,
Secretary.

[F. R. Doc. 56-2619; Filed, Apr. 6, 1956; 8:49 a. m.]

[Docket No. 11600; FCC 56M-322]

TWIN-CITY BROADCASTING CO., INC.

ORDER CONTINUING HEARING

In re application of Twin-City Broadcasting Company, Inc., Shreveport, Louisiana, Docket No. 11600, File No. BP-10032; for construction permit.

At the oral request of counsel for the Broadcast Bureau and with the consent of all other participants to grant of the request and to its early consideration;

It is ordered, This 3d day of April 1956, that hearing in the above-entitled proceeding now scheduled for 10:00 a. m., April 4, 1956, is continued to 10:00 a. m., April 25, 1956.

FEDERAL COMMUNICATIONS COMMISSION,
[SEAL] MARY JANE MORRIS,
Secretary.

[F. R. Doc. 56-2620; Filed, Apr. 6, 1956; 8:49 a. m.]

[Docket No. 11609; FCC 56M-301]

ANNA BROADCASTING CO.

ORDER CONTINUING HEARING

In re application of Pierce E. Lackey and F. E. Lackey d/b as Anna Broadcasting Company, Anna, Illinois, Docket No. 11609, File No. BP-10033; for construction permit.

The Hearing Examiner having under consideration a Petition for Continuance filed March 26, 1956 on behalf of the applicant, requesting an indefinite continuance of the hearing now scheduled to commence on March 30, 1956; and

It appearing from the statements made in the petition that the respondent in this proceeding and counsel for the Broadcast Bureau have consented to a waiver of § 1.745 of the Commission's rules and to a grant of the instant petition; and

It further appearing that good cause for an indefinite continuance is shown by petitioner's allegation that it desires additional time of a presently unforeseeable duration within which to have made on its behalf engineering studies and surveys for the purpose of undertaking to eliminate the problems suggested by the hearing issues in this proceeding, and that the requested indefinite continuance will conduce to the orderly dispatch of the Commission's business;

Now therefore, it is ordered This 28th day of March 1956, that the above Petition for Continuance be and it is hereby granted, and that the hearing in this proceeding is continued from March 30, 1956 to a date to be fixed by subsequent order.

FEDERAL COMMUNICATIONS COMMISSION,
[SEAL] MARY JANE MORRIS,
Secretary.

[F. R. Doc. 56-2621; Filed, Apr. 6, 1956; 8:49 a. m.]

[Docket No. 11626 etc.; FCC 56M-325]

GRAND PRAIRIE BROADCASTING CO. ET AL.

STATEMENT AND ORDER AFTER PREHEARING CONFERENCE

In re applications of Grand Prairie Broadcasting Co., Grand Prairie, Texas, Docket No. 11626, File No. BP-9779; William P. Davis, tr/as Waxahachie Radio, Waxahachie, Texas, Docket No. 11627, File No. BP-9838; Bernice Schwartz and R. M. Hetherington, d/b as Grand Prairie Broadcasting Company, Grand Prairie, Texas, Docket No. 11628, File No. BP-9923; Radio Center, Inc., Arlington, Texas, Docket No. 11629, File No. BP-9958; James Harvey Grove, Henrietta May Grove, and Howard Marion Grove, d/b as Parker County Broadcasting Company, Weatherford, Texas, Docket No. 11630, File No. BP-10044; for construction permits.

1. A prehearing conference was held on February 28 and April 3, 1956. It was agreed by all counsel present that the Hearing Examiner need not issue a detailed statement of all the matters considered at the conference, but need only set out a timetable. It is held, therefore, that the transcript of the prehearing conference shall be referred to with respect to stipulations, order of proof, and all other items therein set forth, and that the following timetable shall apply:

(a) Exchange of written case under Rule 1.841—May 8, 1956, at 5 p. m.

(b) Further conference under Rule 1.841—May 15, 1956, at 10 a. m., in Washington, D. C.

(c) Commencement of evidentiary hearing—May 22, 1956, at 10 a. m., in

Washington, D. C. (continued from April 23, 1956, at session of February 28, 1956).

So ordered, this 3d day of April 1956.

FEDERAL COMMUNICATIONS COMMISSION,
[SEAL] MARY JANE MORRIS,
Secretary.

[F. R. Doc. 56-2622; Filed, Apr. 6, 1956; 8:50 a. m.]

[Docket No. 11638; FCC 56M-321]

CAPITAL BROADCASTING CO. (KFNF)

ORDER CONTINUING HEARING

In re application of Capital Broadcasting Company (KFNF), Shenandoah, Iowa, Docket No. 11638, File No. BP-10222; for construction permit to change antenna-transmitter location and increase antenna height.

It is ordered, This 3d day of April 1956, that, pursuant to a pre-hearing conference between counsel of all parties herein, the hearing now scheduled for April 16, 1956 be, and the same is hereby, continued to May 7, 1956, at the Commission's offices in Washington, D. C., at 10:00 a. m.

FEDERAL COMMUNICATIONS COMMISSION,
[SEAL] MARY JANE MORRIS,
Secretary.

[F. R. Doc. 56-2623; Filed, Apr. 6, 1956; 8:50 a. m.]

[Docket No. 11666; FCC 56M-316]

BLACKSTONE BROADCASTING CO. (KTBB)

ORDER SCHEDULING HEARING

In re application of Blackstone Broadcasting Company (KTBB), Tyler, Texas, Docket No. 11666, File No. BP-10087; for construction permit.

It is ordered, This 2d day of April 1956, that J. D. Bond will preside at the hearing in the above-entitled proceeding which is hereby scheduled to commence on June 5, 1956, in Washington, D. C.

Released: April 3, 1956.

FEDERAL COMMUNICATIONS COMMISSION,
[SEAL] MARY JANE MORRIS,
Secretary.

[F. R. Doc. 56-2624; Filed, Apr. 6, 1956; 8:50 a. m.]

[Docket Nos. 11668, 11669; FCC 56M-318]

LAWRENCE A. REILLY ET AL.

ORDER SCHEDULING HEARING

In re applications of Lawrence A. Reilly and James L. Spates, Groton, Connecticut, Docket No. 11668, File No. BP-10138; The Thames Broadcasting Corporation, Bridgehampton, New York, Docket No. 11669, File No. BP-10146; for construction permits.

It is ordered, This 2d day of April 1956, that H. Gifford Irion will preside at the hearing in the above-entitled proceeding which is hereby scheduled to commence on June 5, 1956, in Washington, D. C.

Released: April 3, 1956.

FEDERAL COMMUNICATIONS COMMISSION,
[SEAL] MARY JANE MORRIS,
Secretary.

[F. R. Doc. 56-2625; Filed, Apr. 6, 1956; 8:50 a. m.]

[Docket No. 11670; FCC 56M-319]

NEWS ON THE AIR, INC.

ORDER SCHEDULING HEARING

In re application of News on the Air, Inc., Port Clinton, Ohio, Docket No. 11670, File No. BP-9977; for construction permit.

It is ordered, This 2d day of April 1956, that Basil P. Cooper will preside at the hearing in the above-entitled proceeding which is hereby scheduled to commence on June 11, 1956, in Washington, D. C.

Released: April 3, 1956.

FEDERAL COMMUNICATIONS COMMISSION,
[SEAL] MARY JANE MORRIS,
Secretary.

[F. R. Doc. 56-2626; Filed, Apr. 6, 1956; 8:50 a. m.]

FEDERAL POWER COMMISSION

[Docket No. G-8512 etc.]

HOUSTON NATURAL GAS PRODUCTION CO. ET AL.

NOTICE OF APPLICATIONS AND DATE OF HEARING

APRIL 2, 1956.

In the matters of Houston Natural Gas Production Company, Lindsey G. Morgan, Margaret H. Stodder, Sheldon Coleman, Clarence Coleman, Docket No. G-8512; The Texas Company, Docket No. G-8831; Alfred Production Company,[1] Docket No. G-8832;[2] J. Keet Lewis, Drilling and Exploration Company, O. G. McClain, O. K. Smith Drilling Company, Reylow Corporation, Calvert & Manley, Manco, Edwin Singer, Trustee, Pontiac Refining Corporation, Republic Natural Gas Company, Charles A. Daubert, Walter J. Achning, Leonard R. Sayers, G. D. Morris, H. E. Hamilton, Dr. Ray M. Morgan, T. E. Alexander, Virginia Lee Riedel and Chester H. Riedel, W. E. Nierth, W. H. Larkin, Jimmie Mumme and J. B. Mumme, Cecil B. Burton, Ellen Oil & Gas Company, Lewis O. Kelsey, Docket No. G-8832;[2] A. O. Phillips, Docket No. G-8838; C. N. Housh, Docket No. G-8873; Dalport Oil Corporation, Edward Wright, Jr., E. H. Reeder Construction Company, Inc., Jack B. Shook, James S. Hudnall, G. W. Pirtle, Norman E. Loomis, George & Wrather Oil Company, Docket No. G-8887; Michaelis Drilling Company, Docket No. G-8984; Northern Natural Gas Producing Company, Docket No. G-9011; Michaelis Drilling Company, Docket No. G-9179; Continental Oil Company, Docket No. G-9248; Warren Petroleum Corporation, Docket No. G-9306; Warren Petroleum Corporation, Docket No. G-9307; Champlin Refining Company, Docket No. G-9328; Acco Oil & Gas Company, Docket No. G-9367; The Atlantic Refining Company, Docket No. G-9379; Samedan Oil Corporation, A. A. Kemnitz, Docket No. G-9456; Sun Oil Company (Gulf Coast Division), Docket No. G-9483; The Texas Company, Docket No. G-9493; Michaelis Drilling Company, Docket No. G-9497; Champlin Refining Company, Docket No. G-9519; Nortex Oil & Gas Corporation, Docket No. G-9537; Roy H. Gardner, Docket No. G-9544; The Shallow Water Refining Company, Docket No. G-9559; Michaelis Drilling Company, Docket No. G-9626; Logan Reip Gas Company, Docket No. G-9639; Perry Gas Company, Docket No. G-9640; Lona Wears Gas Company, Docket No. G-9641; Orville H. Parker, Melvin F. Endicott, John S. Bottomly, Robert L. Wickser, Stephen Paine, George Moatsos, Michel Porges, Spiro N. Conmantaros, William E. Benjamin II, Marshall Norling, Samuel M. Marcus, Paul Pennoyer, Robert B. Meech, Morton Fearey, Robert S. Armacost, Sr., Charles B. Meech, Franz T. Stone, Robert F. Chick, Robert W. MacPherson, Mrs. Rose B. Meech, Dorothy B. Strong, Barbara Kierman, William C. Chick, Jr., George F. Rand III, Howard A. Schumacher, John P. Wickser, Joseph Stewart, Peter Henderson Oil Company, M. Foss and Company, Jerome B. Chambers and Margaret L. Chambers d/b/a Cummins Diesel Sales of Colorado Company, Docket No. G-9655; Pubco Development, Inc. (N. S. L.), Docket No. G-9665; Humble Oil & Refining Company, Docket No. G-9702; Ross Walker, Docket No. G-9703; Champlin Refining Company, Docket No. G-9710; Amerada Petroleum Corporation, Docket No. G-9728; The Hunter Company, Inc., Docket No. G-9733; Anderson-Prichard Oil Corporation, Docket No. G-9735; Anderson-Prichard Oil Corporation, Docket No. G-9736; The Texas Company, Docket No. G-9743; Trippett Gas Company, Docket No. G-9747; Standard Oil Company of Texas, H. R. Smith, Progress Petroleum Company, Docket No. G-9766; Edwin L. Cox, Docket No. G-9768; The Texas Company, Docket No. G-9778; The Texas Company, Docket No. G-9779; G. J. Hollandsworth,[3] Ralph R. Gilster, James E. Kemp, C. H. Lyons, Sr., C. T. McCord, Jr., G. L. Logan, C. H. Lyons, Jr., Hall M. Lyons, G. F. Abendroth, E. L. Hilliard, J. T. Palmer, Docket No. G-9788; Arkansas Fuel Oil Corporation, Docket No. G-9789; Trice Production Company, Docket No. G-9790; The British-American Oil Producing Company, Docket No. G-9814; Anderson-Prichard Oil Corporation, Docket No. G-9828; Anderson-Prichard Oil Corporation, Docket No.

[1] While application pending, Alfred Production Company changed its legal form of business from that of a partnership to a Texas corporation.

[2] A joint application covering sales by J. Keet Lewis et al. to Alfred Production Company (Alfred) and covering sales by Alfred to Trunkline Gas Company.

[3] Application styles Lyons & Logan as Applicant.

G-9829; Stanolind Oil and Gas Company, Docket No. G-9830; E. B. Germany d/b/a E. B. Germany & Sons, Docket No. G-9837; Renwar Oil Corporation, Docket No. G-9844; Mark Edwin Andrews, Docket No. G-9847; H. R. Smith, Docket No. G-9855; Paul Shaffer, Docket No. G-9859; Seabolt Gas Company, Docket No. G-9862; Northern Natural Gas Producing Company, Docket No. G-9863; J. M. Huber Corporation, Docket No. G-9871; Phillips Petroleum Company, Docket No. G-9874; Phillips Petroleum Company, Docket No. G-9875; J. E. Jackson, Docket No. G-9878; Jules G. Franks, Docket No. G-9880; Sinclaid Oil & Gas Company, Docket No. G-9883; Socs Vratis, Lamar Cecil, Jimmy P. Cokinos, Harry Berlowitz, Stanley V. Rush, Docket No. G-9884; Gulf Oil Corporation, Docket No. G-9885; Cecil A. Johnson, Gilbert C. Swanson, W. Clarke Swanson, Stearns Petroleum, Inc., Trans-Era Petroleum, Inc., Docket No. G-9888; Tennessee Gas Transmission Company, Docket No. G-9889; General Crude Oil Company, Docket No. G-9895; E. J. Hudson,[4] R. A. Irwin, Docket No. G-9896; Fred LaRue, Docket No. G-9903; W. Calvin Wells, III, Docket No. G-9904; Calvin L. Wells, Docket No. G-9905; Pauline F. Wells, Docket No. G-9906; Pauline Wells Montgomery, Docket No. G-9907; Emily R. Clark, Docket No. G-9908; Charles H. Russell, Docket No. G-9909; Harrison H. Russell, Docket No. G-9910; Isabel Russell McCarty, Docket No. G-9911; W. R. Newman, Docket No. G-9912; Elizabeth B. Newman, Docket No. G-9913; Toddie L. Wynne, Jr., Docket No. G-9914; Amerada Petroleum Corporation, Docket No. G-9917; Smith & Baker Oil and Gas Company, Docket No. G-9919; Cyprus Oil Company, Docket No. G-9924; Petroleum, Inc., Docket No. G-9929; Petroleum, Inc., Docket No. G-9930; Schermerhorn Oil Corporation, Kenwood Oil Company, J. Hiram Moore, Docket No. G-9936; Skelly Oil Company, Docket No. G-9937; Siznod Oil Corporation, Irving A. Shefts d/b/a Mim Oil Company, R. E. Schiefelbein, Docket No. G-9940; Grace Oil Company, Docket No. G-9941; Anderson-Prichard Oil Corporation, Docket No. G-9946; Cabot Carbon Company, Docket No. G-9950; Phillips Petroleum Company, Docket No. G-9958; Christensen & Mathews, Docket No. G-9973; The Atlantic Refining Company, Docket No. G-9980; Aladdin Petroleum Corporation, Docket No. G-9984; Elmer F. Huebsch,[5] W. B. Greene, Robert P. Marcus, Norris Darrell, Norman Levene, Gillmore M. Perry, William H. Alger, J. Milburn Smith, O. B. Kibler, Louis Putze, Docket No. G-9985; Woodley Petroleum Company, Docket No. G-9987; N. C. Ginther, H. C. Warren, W. L. Ginther, Docket No. G-9996; The Texas Company, Docket No. G-10021.

Take notice that the persons as hereinabove captioned (Applicants), filed, as hereinafter indicated in the various dockets, separate applications for certificates of public convenience and necessity pursuant to Section 7 of the Natural Gas Act, authorizing Applicants to render service as hereinafter described, subject to the jurisdiction of the Commission, all as more fully represented in the applications which are on file with the Commission and open for public inspection.

Each Applicant in each docket proposes to sell natural gas in interstate commerce from production of certain leases, units or acreage located in the area indicated to the respective purchasers as indicated for resale.

Docket No.; Date Filed; Applicant's Address; Source of Gas; and Purchaser

G-8512; 2-24-55; P. O. Box 1188, Houston 1, Tex.; Hagist Ranch Field, Duval County, Tex.; Tennessee Gas Transmission Company.

G-8831; 4-29-55; P. O. Box 2332, Houston 1, Tex.; Alfred Field, Jim Wells County, Tex.; Alfred Production Company.

G-8832; 4-29-55, 10-24-55; 608 Wilson Building, Corpus Christi, Tex.; Alfred Field, Jim Wells and Nueces Counties, Tex.; Trunkline Gas Company.

G-8832; 4-29-55, 10-24-55; 608 Wilson Building, Corpus Christi, Tex.; Alfred Field, Jim Wells and Nueces Counties, Tex.; Alfred Production Company.

G-8838; 4-29-55; 2507 Mercantile Bank Building, Dallas, Tex.; Englehart Field, Colorado County, Tex.; Texas Eastern Transmission Corporation.

G-8873; 5-9-55; 586 Gulf Building Addition, Houston 2, Tex.; Cecil Noble Field, Colorado County, Tex.; Tennessee Gas Transmission Company.

G-8887; 5-11-55; 930 Fidelity Union Life Building, Dallas, Tex.; Morales Field, Jackson County, Tex.; Tennessee Gas Transmission Company.

G-8984; 5-31-55; 1019 East Second Street, Wichita, Kans.; Hugoton Field, Seward and Haskell Counties, Kans.; Northern Natural Gas Company.

G-9011; 6-7-55; 2223 Dodge Street, Omaha 1, Nebr.; Hugoton Field, Haskell, Finney, Seward, and Stevens Counties, Kans.; Northern Natural Gas Company.

G-9179; 7-25-55; 1019 East Second Street, Wichita, Kans.; Hugoton Field, Haskell County, Kans.; Northern Natural Gas Company.

G-9248; 8-19-55; P. O. Box 2197, Houston 1, Tex.; Panhandle Field, Hutchinson County, Tex.; Phillips Petroleum Company.

G-9306; 9-7-55; P. O. Box 1589, Tulsa, Okla.; LaGloria Field, Jim Wells County, Tex.; Transcontinental Gas Pipe Line Corporation.

G-9307; 9-7-55; P. O. Box 1589, Tulsa, Okla.; LaGloria Field, Jim Wells County, Tex.; Texas-Illinois Natural Gas Pipe Line Company.

G-9328; 9-15-55; 318 West Cherokee Avenue, Enid, Okla.; East Pleasant Valley Field, Logan County, Okla.; Cities Service Gas Company.

G-9367; 9-19-55; 500 San Jacinto Building, Houston, Tex.; West Indian Hills Field, Harris and Montgomery Counties, Tex.; Tennessee Gas Transmission Company.

G-9379; 9-20-55; P. O. Box 2819, Dallas 1, Tex.; Orange Grove Field, Jim Wells County, Tex.; Orange Grove Flare Gas Gathering Company.

G-9456; 10-10-55; P. O. Box 959, Ardmore, Okla.; Penrose-Skelly Field, Lee County, N. Mex.; Permian Basin Pipeline Company.

G-9483; 10-13-55; 1608 Walnut Street, Philadelphia 3, Pa.; Nelsonville Field, Austin County, Tex.; Tennessee Gas Transmission Company.

G-9493; 10-17-55; P. O. Box 2332, Houston 1, Tex.; Nelsonville Field, Austin County, Tex.; Tennessee Gas Transmission Company.

G-9497; 10-17-55; 1019 East Second Street, Wichita, Kans.; Hugoton Field, Finney County, Kans.; Kansas-Nebraska Natural Gas Company, Inc.

G-9519; 10-20-55; 318 West Cherokee Avenue, Enid, Okla.; East Pleasant Valley Field, Logan County, Okla.; Cities Service Gas Company.

G-9537; 10-24-55; Fidelity Union Life Building, Dallas, Tex.; Taft-West Field (Sinton Sand), San Patricio County, Tex.; Tennessee Gas Transmission Company.

G-9544; 10-24-55; 345 San Jacinto Building, Houston 2, Tex.; North Tidehaven Field, Matagorda County, Tex.; Tennessee Gas Transmission Company.

G-9559; 10-26-55; Ward Parkway Bank Building, Kansas City, Mo.; Hugoton Field, Finney County, Kans.; Northern Natural Gas Company.

G-9626; 11-7-55; 1019 East Second Street, Wichita, Kans.; Hugoton Field, Haskell County, Kans.; Colorado Interstate Gas Company.

G-9639; 11-10-55; Grantsville, W. Va.; Washington District, Calhoun County, W. Va.; Hope Natural Gas Company.

G-9640; 11-10-55; P. O. Box 962, Logan, W. Va.; Tridelphia District, Logan County, W. Va.; Hope Natural Gas Company.

G-9641; 11-10-55; Arnoldsburg, W. Va.; Washington District, Calhoun County, W. Va.; Hope Natural Gas Company.

G-9655; 11-14-55; Highway 77 and Shirlee Avenue, Ponca City, Okla.; Glenwood Field, Beaver County, Okla.; Cities Service Gas Company.

G-9665; 11-16-55; 111 Fifth Street SW., Albuquerque, N. Mex.; Permian Basin Field, San Juan County, N. Mex.; El Paso Natural Gas Company.

G-9702; 11-25-55; P. O. Box 2180, Houston 1, Tex.; Fuhrman-Mascho, Means and Nolley-Wolfcamp, Deeprock-Ellenberger, and Shafter Lake-San Andres Fields, Andrews County, Tex.; Phillips Petroleum Company.

G-9703; 11-25-55; 516 Peoples Bank Building, Tyler, Tex.; Maxie and Pistol Ridge Fields, Forrest County, Miss.; United Gas Pipe Line Company.

G-9710; 11-28-55; 318 West Cherokee Avenue, Enid, Okla.; East Pleasant Valley Field, Logan County, Okla.; Cities Service Gas Company.

G-9728; 12-2-55, 2-1-56; P. O. Box 2040, Tulsa 2, Okla.; Bloomington Field, Victoria County, Tex.; Texas Illinois Natural Gas Pipeline Company.

G-9733; 12-5-55; 906 Market Street, Shreveport, La.; Greenwood-Waskom Field, Caddo Parish, La.; United Gas Pipe Line Company.

G-9735; 12-5-55; Liberty Bank Building, Oklahoma City, Okla.; Cliff Field, Logan County, Colo.; Kimball Gas Products Company.

G-9736; 12-5-55; Liberty Bank Building, Oklahoma City, Okla.; Cliff Field, Logan County, Colo.; Kimball Gas Products Company.

G-9743; 12-5-55; P. O. Box 2332, Houston 1, Tex.; Rock Island Field, Colorado County, Tex.; Tennessee Gas Transmission Company.

G-9747; 12-6-55; Beatrice, Ritchie County, W. Va.; Sherman District, Calhoun County, W. Va.; Hope Natural Gas Company.

G-9766; 12-12-55; City National Bank Building, Houston, Tex.; South Fowlerton Area, La Salle and McMullen Counties, Tex.; Tennessee Gas Transmission Company.

G-9768; 12-12-55; 2100 Adolphus Tower, Dallas 2, Tex.; Greenwood Field, Morton County, Kans.; Colorado Interstate Gas Company.

G-9778; 12-15-55; P. O. Box 2332, Houston 1, Tex.; West Panhandle Field, Gray County, Tex.; Northern Natural Gas Company.

G-9779; 12-15-55; P. O. Box 2332, Houston 1, Tex.; Guymon-Hugoton Gas Field, Texas County, Okla.; Panhandle Eastern Pipe Line Company.

G-9788; 12-16-55; 404 Texas Eastern Building, Shreveport, La.; Carthage Field, Panola

[4] Application styles Hudson Gas & Oil Corporation as Applicant.

[5] Application filed by Breuer-Robinson Oil Company as Agent.

County, Tex.; Tennessee Gas Transmission Company.

G–9789; 12–19–55; Slattery Building, P. O. Box 1117, Shreveport, La.; Willow Springs Field, Gregg County, Tex.; Texas Eastern Transmission Corporation.

G–9790; 12–19–55; P. O. Box 1471, Longview, Tex.; West Rock Island Field, Colorado County, Tex.; Tennessee Gas Transmission Company.

G–9814; 12–23–55; P. O. Box 749, Dallas, Tex.; West Rock Island Field, Colorado County, Tex.; Tennessee Gas Transmission Company.

G–9828; 12–29–55; Liberty Bank Building, Oklahoma City, Okla.; Dilworth Field, Kay County, Oklahoma City, Okla.; Wunderlich Development Company.

G–9829; 12–29–55; Liberty Bank Building, Oklahoma City, Okla.; Dilworth Field, Kay County, Okla.; Wunderlich Development Company.

G–9830; 12–30–55; 511 South Boston Avenue, Tulsa 3, Okla.; Lake Creek Field, Montgomery County, Tex.; Superior Oil Company.

G–9837; 1–3–56; P. O. Box 8007, Dallas 5, Tex.; San Juan Basin, Rio Arriba County, N. Mex.; El Paso Natural Gas Company.

G–9844; 1–3–56; 1501 Wilson Tower, Corpus Christi, Tex.; East Mathis Field, San Patricio County, Tex.; Gas Gathering Company.

G–9847; 1–4–56; 537 Mellie Esperson Building, Houston, Tex.; Dallas Husky Field, North Berclair Area, Goliad County, Tex.; Texas Eastern Transmission Corporation.

G–9855; 1–9–56, 1–12–56; P. O. Box 98, Alice, Tex.; North Magnolia City Field, Jim Wells County, Tex.; Tennessee Gas Transmission Company.

G–9859; 1–9–56; P. O. Box 369, Huntington, W. Va.; Nicholas County, W. Va.; Columbian Carbon Company.

G–9862; 1–11–56; P. O. Box 96, Spencer, W. Va.; Smithfield District, Roane County, W. Va.; South Penn Natural Gas Company.

G–9863; 1–12–56; 2223 Dodge Street, Omaha 1, Nebr.; Hugoton Field, Stevens County, Kans.; Northern Natural Gas Company.

G–9871; 1–16–56; P. O. Box 831, Borger, Tex.; Glenwood Gas Field, Beaver County, Okla.; Cities Service Gas Company.

G–9874; 1–16–56; Bartlesville, Okla.; Monument Field, Lea County, N. Mex.; Warren Petroleum Corporation.

G–9875; 1–16–56; Bartlesville, Okla.; Jack Herbert Field, Upton County, Tex.; Lone Star Producing Company.

G–9878; 1–17–56; 201–203 Perkins Building, Duncan, Okla.; Velma Field, Stephens County, Okla.; Lone Star Gas Company.

G–9880; 1–18–56; Room 2242, 123 South Broad Street, Philadelphia 9, Pa.; Sheridan District, Calhoun County, W. Va.; Hope Natural Gas Company.

G–9883; 1–18–56; P. O. Box 521, Tulsa, Okla.; Langlie-Mattix Field, Lea County, N. Mex.; El Paso Natural Gas Company.

G–9884; 1–18–56; P. O. Box 1126, Port Arthur, Tex.; Tomball Field, Harris County, Tex.; Tennessee Gas Transmission Company.

G–9885; 1–19–56; P. O. Box 1166, Pittsburgh 30, Pa.; Southwest Helen Gohlke Field, Victoria County, Tex.; Texas Eastern Transmission Company.

G–9888; 1–20–56; 1210 Douglas Street, Omaha, Nebr.; Clark County, Kans.; Northern Natural Gas Company.

G–9889; 1–20–56; P. O. Box 2511, Houston 1, Tex.; Spraberry Trend Area, Reagan County, Tex., and West Blanco Area, San Juan County, N. Mex.; El Paso Natural Gas Company.

G–9895; 1–23–56; P. O. Box 2252, Houston 1, Tex.; Lea County, N. Mex.; Permian Basin Pipeline Company.

G–9896; 1–23–56; P. O. Box 4128, Centenary Station, Shreveport, La.; Iota Field, Acadia Parish, La.; Texas Gas Transmission Corporation.

G–9903; 1–24–56; P. O. Box 3499, Jackson, Miss.; Maxie-Pistol Ridge Fields; Forrest, Lamar, and Pearl River Counties, Miss.; United Gas Pipe Line Company.

G–9904; 1–24–56; Ninth Floor, Lamar Life Building, Jackson, Miss.; Maxie-Pistol Ridge Fields; Forrest, Lamar, and Pearl River Counties, Miss.; United Gas Pipe Line Company.

G–9905; 1–24–56; 702 Pennsylvania Street, Jackson, Miss.; Maxie-Pistol Ridge Fields; Forrest, Lamar, and Pearl River Counties, Miss.; United Gas Pipe Line Company.

G–9906; 1–24–56; 3520 Hawthorn Drive, Jackson, Miss.; Maxie-Pistol Ridge Fields; Forrest, Lamar, and Pearl River Counties, Miss.; United Gas Pipe Line Company.

G–9907; 1–24–56; Inverness, Miss.; Maxie-Pistol Ridge Fields; Forrest, Lamar, and Pearl River Counties, Miss.; United Gas Pipe Line Company.

G–9908; 1–24–56; 1039 Manship Street, Jackson, Miss.; Maxie-Pistol Ridge Fields; Forrest, Lamar, and Pearl River Counties, Miss.; United Gas Pipe Line Company.

G–9909; 1–24–56; 1510 North State Street, Jackson, Miss.; Maxie-Pistol Ridge Fields; Forrest, Lamar, and Pearl River Counties, Miss.; United Gas Pipe Line Company.

G–9910; 1–24–56; 130 Woodland Circle, Jackson, Miss.; Maxie-Pistol Ridge Fields; Forrest, Lamar, and Pearl River Counties, Miss.; United Gas Pipe Line Company.

G–9911; 1–24–56; 120 Pinehaven Drive, Jackson, Miss.; Maxie-Pistol Ridge Fields; Forrest, Lamar, and Pearl River Counties, Miss.; United Gas Pipe Line Company.

G–9912; 1–24–56; 3535 Hawthorn Drive, Jackson, Miss.; Maxie-Pistol Ridge Fields; Forrest, Lamar, and Pearl River Counties, Miss.; United Gas Pipe Line Company.

G–9913; 1–24–56; 3535 Hawthorn Drive, Jackson, Miss.; Maxie-Pistol Ridge Fields; Forrest, Lamar, and Pearl River Counties, Miss.; United Gas Pipe Line Company.

G–9914; 1–24–56; P. O. Box 8105, Dallas, Tex.; Maxie Field, Forrest County, Miss.; United Gas Pipe Line Company.

G–9917; 1–25–56; P. O. Box 2040, Tulsa 2, Okla.; San Juan Field, Rio Arriba County, N. Mex.; El Paso Natural Gas Company.

G–9919; 1–26–56; Box 405, Grantsville, W. Va.; Lee District, Calhoun County, W. Va.; Hope Natural Gas Company.

G–9924; 1–26–56; Oil and Gas Building, 706 Lamar Avenue, Houston, Tex.; Bauer Ranch Field, Jefferson County, Tex.; Texas Gas Corporation.

G–9929; 1–27–56; 311 East Third Street, Wichita, Kans.; Hugoton Field, Finney County, Kans.; Kansas-Nebraska Natural Gas Company, Inc.

G–9930; 1–27–56; 311 East Third Street, Wichita, Kans.; Hugoton Field, Kearny County, Kans.; Cities Service Gas Company.

G–9936; 1–30–56; P. O. Box 287, Tulsa, Okla.; Eumont Field, Lea County, N. Mex.; El Paso Natural Gas Company.

G–9937; 1–30–56; Box 1650, Tulsa, Okla.; Logan County, Colo.; Kansas-Nebraska Natural Gas Company, Inc.

G–9940; 1–31–56; Milam Building, San Antonio, Tex.; Holzmark Field, Bee County, Tex.; Texas Eastern Transmission Corporation.

G–9941; 1–31–56; P. O. Box 600, Houston 1, Tex.; Blanco Creek, Refugio County, Tex.; Tennessee Gas Transmission Company.

G–9946; 2–1–56; Liberty Bank Building, Oklahoma City, Okla.; Crosby Field, Lea County, N. Mex.; El Paso Natural Gas Company.

G–9950; 2–3–56; 77 Franklin Street, Boston 10, Mass.; Wolfcamp-Queens Sand Fields, Andrews County, Tex.; Phillips Petroleum Company.

G–9958; 2–8–56; Bartlesville, Okla.; Lea County, N. Mex.; El Paso Natural Gas Company.

G–9973; 2–20–56; San Jacinto Building, Houston, Tex.; N. W. Hartburg Field, Newton County, Tex.; Tennessee Gas Transmission Company.

G–9980; 2–20–56; P. O. Box 2819, Dallas 1, Tex.; Camrick Southeast Gas Pool, Tex., and Beaver Counties, Okla.; Natural Gas Pipeline Company of America.

G–9984; 2–21–56; 809 Petroleum Building, Wichita 2, Kans.; Stevens Field, Meade County, Kans.; Panhandle Eastern Pipe Line Company.

G–9985; 2–21–56; 333 North Michigan Avenue, Chicago 1, Ill.; Zim Field, Starr County, Tex.; Tennessee Gas Transmission Company.

G–9987; 2–23–56; P. O. Box 1403, Houston 1, Tex.; Lea County, N. Mex.; El Paso Natural Gas Company.

G–9996; 2–27–56; 1714 Esperson Building, Houston 2, Tex.; Pawnee Creek Field, Logan County, Colo.; Kansas-Nebraska Natural Gas Company, Inc.

G–10021; 2–29–56; P. O. Box 2332, Houston 1, Tex.; Bayou Penchant Field, Terreborne Parish, La.; Tennessee Gas Transmission Company.

These related matters should be heard on a consolidated record and disposed of as promptly as possible under the applicable rules and regulations and to that end:

Take further notice that, pursuant to the authority contained in and subject to the jurisdiction conferred upon the Federal Power Commission by sections 7 and 15 of the Natural Gas Act, and the Commission's rules of practice and procedure, a hearing will be held on Tuesday, May 8, 1956, at 9:30 a. m., e. d. s. t., in a hearing room of the Federal Power Commission, 441 G Street NW., Washington, D. C., concerning the matters involved in and the issues presented by such applications: *Provided, however,* That the Commission may, after a noncontested hearing, dispose of the proceedings pursuant to the provisions of § 1.30 (c) (1) or (2) of the Commission's rules of practice and procedure. Under the procedure herein provided for, unless otherwise advised, it will be unnecessary for Applicants to appear or be represented at the hearing.

Protests or petitions to intervene may be filed with the Federal Power Commission, Washington 25, D. C., in accordance with the rules of practice and procedure (18 CFR 1.8 or 1.10) on or before April 19, 1956. Failure of any party to appear at and participate in the hearing shall be construed as waiver of and concurrence in omission herein of the intermediate decision procedure in cases where a request therefor is made.

[SEAL] J. H. GUTRIDE,
Acting Secretary.

[F. R. Doc. 56–2599; Filed, Apr. 6, 1956; 8:45 a. m.]

CIVIL SERVICE COMMISSION

CERTAIN POSITIONS OF PROFESSIONAL ENGINEERS AND PHYSICAL SCIENTISTS IN CONTINENTAL UNITED STATES; ITS TERRITORIES AND POSSESSIONS (EXCEPT PUERTO RICO); AND IN FOREIGN COUNTRIES

NOTICE OF INCREASE IN MINIMUM RATES OF PAY

Under the provisions of section 803 of the Classification Act of 1949, as amended (68 Stat. 1106; 5 U. S. C. 1133) pursuant to 5 CFR 25.103, 25.105, the Commission has increased the minimum

rate of pay for positions at GS–5 and GS–7 in the series and specializations as indicated below. The new rate for GS–5 has been set at $4,480 (the top step of the grade) and for GS–7 at $5,335 (the top step of the grade). These increases will be effective on April 3, 1956.

The new increased rates apply throughout the continental United States; its territories and possessions (except Puerto Rico); and in foreign countries.

All professional engineering positions in the GS–800 series:
Architect, GS–1040.
Patent examiner, GS–1224.
Physicist, GS–1310.
Electronic scientist, GS–1312.
Chemist, GS–1320.
Metallurgist, GS–1321.
Astronomer, GS–1330.
Mathematician, GS–1520.
Technologist, GS–1390.
N. B. Technologist in the following specializations only:
Aviation survival equipment.
Industrial radiography.
Packaging and preservation.
Photographic equipment.
Plastics.
Rubber.
Rubber and plastics.
Geophysicists, GS–1313.
N. B. Geophysicist in the following specializations only:
Earth physics.
Geomagnetics.
Seismology.
Meteorologists, GS–1340—GS–5 only.

UNITED STATES CIVIL SERVICE COMMISSION,
[SEAL] WM. C. HULL,
Executive Assistant.

[F. R. Doc. 56–2627; Filed, Apr. 6, 1956; 8:50 a. m.]

DEPARTMENT OF JUSTICE

Office of Alien Property

STATE OF NETHERLANDS FOR BENEFIT OF MEYER POOL ET AL.

NOTICE OF INTENTION TO RETURN VESTED PROPERTY

Pursuant to section 32 (f) of the Trading With the Enemy Act, as amended, notice is hereby given of intention to return, on or after 30 days from the date of publication hereof, the following property, subject to any increase or decrease resulting from the administration thereof prior to return, and after adequate provision for taxes and conservatory expenses:

Claimant, Claim No., Property, and Location

The State of the Netherlands for the benefit of Meyer Pool; L. S. Claim No. 4; all right, title and interest of the Attorney General acquired pursuant to Vesting Order No. 18521 (16 F. R. 10097, October 3, 1951) in and to Atchison, Topeka & Santa Fe Railway Company 4/95 Bond No. 9702, in the principal amount of $1,000; Kansas City Southern Railway Company 3/50 Bond No. 22839, in the principal amount of $1,000; Norfolk & Western Railway Company 4/96 Bond No. 4277, in the principal amount of $1,000; and Union Pacific Railroad Company 4/47 Bond No. 58409, in the principal amount of $1,000.

The State of the Netherlands for the benefit of Karel Hartogensis; L. S. Claim No. 6; all right, title and interest of the Attorney General acquired pursuant to Vesting Order No. 18521 (16 F. R. 10097, October 3, 1951) in and to Atchison, Topeka & Santa Fe Railway Company 4/95 Bond No. 53515, in the principal amount of $1,000.

The State of the Netherlands for the benefit of Ernst Bonnist; L. S. Claim No. 10; all right, title and interest of the Attorney General acquired pursuant to Vesting Order No. 18521 (16 F. R. 10097, October 3, 1951) in and to Atchison, Topeka & Santa Fe Railway Company 4/95 Bond No. 88738, in the principal amount of $1,000; and Southern Pacific Railroad Company 4/55 Bond Nos. 90830 and 129815, in the principal amount of $1,000 each.

The State of the Netherlands for the benefit of Rebecca van Dien, nee da Silva; L. S. Claim No. 43; all right, title and interest of the Attorney General acquired pursuant to Vesting Order No. 18521 (16 F. R. 10097, October 3, 1951) in and to Cities Service Company 5/58 Debenture Nos. 8100 and 35845, in the principal amount of $1,000 each.

The State of the Netherlands for the benefit of Sellie Cohen; L. S. Claim No. 62; all right, title and interest of the Attorney General acquired pursuant to Vesting Order No. 18521 (16 F. R. 10097, October 3, 1951) in and to Cities Service Company 5/58 Debenture No. 44498, in the principal amount of $1,000; and Cities Service Company 5/69 Debenture No. 31175, in the principal amount of $1,000. Netherlands Embassy, Office of the Financial Counselor, 25 Broadway, New York 4, New York.

Executed at Washington, D. C., on March 29, 1956.

For the Attorney General.

[SEAL] PAUL V. MYRON,
Deputy Director,
Office of Alien Property.

[F. R. Doc. 56–2611; Filed, Apr. 6, 1956; 8:47 a. m.]

ZELMAN VOLPERT ET AL.

NOTICE OF INTENTION TO RETURN VESTED PROPERTY

Pursuant to section 32 (f) of the Trading With the Enemy Act, as amended, notice is hereby given of intention to return, on or after 30 days from the date of publication hereof, the following property located in Washington, D. C., including all royalties accrued thereunder and all damages and profits recoverable for past infringement thereof, after adequate provision for taxes and conservatory expenses:

Claimant, Claim No., and Property

Zelman Volpert, New York, New York; Eugene J. Rivoche, Washington, D. C.; Marcos Bunimovitch, Caracas, Venezuela; to Marcos Bunimovitch an undivided ¾ths part and to Zelman Volpert and Eugene J. Rivoche, jointly, an undivided ¼th part of property described in Vesting Order No. 2434 (8 Fed. Reg. 16327, December 4, 1943), relating to United States Letters Patent No. 2,119,155; Claim No. 63792.

Executed at Washington, D. C., on March 29, 1956.

For the Attorney General.

[SEAL] PAUL V. MYRON,
Deputy Director,
Office of Alien Property.

[F. R. Doc. 56–2609; Filed, Apr. 6, 1956; 8:47 a. m.]

DR. DVORAH ROSEN-JAFFE

NOTICE OF INTENTION TO RETURN VESTED PROPERTY

Pursuant to section 32 (f) of the Trading With the Enemy Act, as amended, notice is hereby given of intention to return, on or after 30 days from the date of publication hereof, the following property, subject to any increase or decrease resulting from the administration thereof prior to return, and after adequate provision for taxes and conservatory expenses:

Claimant, Claim No., Property, and Location

Dr. Dvorah Rosen-Jaffe, 29 Mitudela Street, Jerusalem, Israel, Claim No. 63101; Vesting Order No. 3715; all right, title, interest, and claim of any kind or character whatsoever of Max Rosenbaum, who was one of six children of Isaac Rosenbaum, deceased, in and to that property acquired by the Attorney General of the United States pursuant to Vesting Order No. 3715, filed with the FEDERAL REGISTER on June 2, 1944 (9 F. R. 6038), as the property of the child or children, names unknown, of Isaac Rosenbaum, deceased, and their legitimate descendants, names unknown, in and to the Trust created by the Will of Henrietta Friend, also known as Henriette Friend, deceased. The property is in the process of administration by the First Wisconsin Trust Company, Milwaukee, Wisconsin, Trustee, acting under the judicial supervision of the County Court of Milwaukee County, Wisconsin.

Executed at Washington, D. C., on March 29, 1956.

For the Attorney General.

[SEAL] PAUL V. MYRON,
Deputy Director,
Office of Alien Property.

[F. R. Doc. 56–2610; Filed, Apr. 6, 1956; 8:47 a. m.]

INTERSTATE COMMERCE COMMISSION

FOURTH SECTION APPLICATIONS FOR RELIEF

APRIL 4, 1946.

Protests to the granting of an application must be prepared in accordance with Rule 40 of the general rules of practice (49 CFR 1.40) and filed within 15 days from the date of publication of this notice in the FEDERAL REGISTER.

LONG-AND-SHORT HAUL

FSA No. 31917: *Sodium products to Cincinnati, Ohio, and Indianapolis, Ind.* Filed by H. R. Hinsch, Agent, for interested rail carriers. Rates on sodium products, including caustic soda, sal soda, bicarbonate, etc., carloads, from Detroit and Wyandotte, Mich., Solvay and Syracuse, N. Y., Barberton, Fairport Harbor, Painesville, Perry, Ohio, Saltville, Va., also Charleston, W. Va., and group to Cincinnati, Ohio and Indianapolis, Ind.

Grounds for relief: Motor-truck and market competition, and circuity.

Tariff: See appendix "A" of the application.

FSA No. 31918: *Substituted service—motor-rail-motor—N&W and Pennsylvania Railroads.* Filed by Southern

Motor Carriers Rate Conference, Agent, for interested rail and motor carriers. Rates on various commodities, in highway trailers loaded on railroad flat cars between Winston-Salem, N. C., and Kearny, N. J., and Philadelphia, Pa., on traffic originating at points beyond the named points reached by motor carriers.

Grounds for relief: Competition with all-motor carriers.

Tariff: Southern Motor Carrier Rate Conference, Agent, I. C. C. No. 29.

FSA No. 31919: *Lumber—Georgia to Chicago, Ill.* Filed by R. E. Boyle, Jr., Agent, for interested rail carriers. Rates on lumber and related articles, carloads from specified points in Georgia to Chicago, Ill.

Grounds for relief: Circuitous routes.

Tariff: Supplement 23 to Agent Spaninger's I. C. C. 1443.

FSA No. 31920: *Vermiculite to Marysville, Ohio, and Utica, N. Y.* Filed by R. E. Boyle, Jr., Agent, for interested rail carriers. Rates on vermiculite, broken, crushed or ground, dried or not dried, carloads, from Kearny and Travelers Rest, S. C., to Marysville, Ohio and Utica, N. Y.

Grounds for relief: Short-line distance formula and circuity.

Tariff: Supplement 99 to Agent Spaninger's I. C. C. 1346.

FSA No. 31921: *Sugar to Ohio River crossings and related Kentucky points.* Filed by R. E. Boyle, Jr., Agent, for interested rail carriers. Rates on sugar, carloads from specified south Atlantic and Gulf ports and points in western Louisiana to Cincinnati, Ohio, Lexington, Louisville, Winchester, Ky., and Evansville, Ind.

Grounds for relief: Circuitous routes.

Tariff: Supplement 297 to Alternate Agent Marque's I. C. C. 380.

FSA No. 31922: *Sulphuric acid—Copper Hill, Tenn., to Richmond, Va.* Filed by R. E. Boyle, Jr., Agent, for interested rail carriers. Rates on sulphuric acid, tank-car loads from Copperhill, Tenn., to Richmond, Va.

Grounds for relief: Circuitous routes.

Tariff: Supplement 24 to Louisville and Nashville Railroad Company's tariff I. C. C. A-16805.

FSA No. 31923: *Merchandise—between Texas and New Mexico points and Shreveport, La., group.* Filed by J. P. Brown, Agent, for interested rail carriers. Rates on freight, all kinds, less-than-carloads between points in Texas and New Mexico, on the one hand, and points in the Shreveport, La., group, on the other.

Grounds for relief: Equalization of rates with those from or to Houston, Tex., short-line distance formula and circuity.

Tariff: Supplement 11 to Agent J. P. Brown's I. C. C. 835.

By the Commission.

[SEAL] HAROLD D. McCOY, *Secretary.*

[F. R. Doc. 56-2606; Filed, Apr. 6, 1956; 8:46 a. m.]