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Title 5—ADMINISTRATIVE PERSONNEL

Chapter III—Foreign and Territorial Compensation

[Dept. Reg. 108.389]

PART 325—ADDITIONAL COMPENSATION IN FOREIGN AREAS

Designation of Differential Posts

Section 325.15 *Designation of differential posts*, is amended as follows, effective on the dates indicated:

1. Effective as of the beginning of the first pay period following February 21, 1959, paragraph (a) is amended by the deletion of the following:

Noumea, New Caledonia.
Yukon Territory, Canada, all posts or areas except Whitehorse.

2. Effective as of the beginning of the first pay period following February 21, 1959, paragraph (b) is amended by the deletion of the following:

Madagascar, all posts.

3. Effective as of the beginning of the first pay period following March 7, 1959, paragraph (b) is amended by the deletion of the following:

India, all posts except Anand, Banaras, Bangalore, Bhopal, Bombay, Chandigarh, Gwalior, Hazaribagh, Hyderabad, Izatnagar-Bareilly, Jodhpur, Lucknow, Ludhiana, Madras, Nabha, Nagpur, Nangal, New Delhi, Pipri, Poona, Rajkot, Sehore, Sindri, Tarai, Trivandrum, Udaipur and Vellore.

4. Effective as of the beginning of the first pay period following March 7, 1959, paragraph (a) is amended by the addition of the following:

Bikaner, India.

5. Effective as of the beginning of the first pay period following February 21, 1959, paragraph (b) is amended by the addition of the following:

Madagascar, all posts except Tananarive.

6. Effective as of the beginning of the first pay period following March 7, 1959, paragraph (b) is amended by the addition of the following:

India, all posts except Anand, Banaras, Bangalore, Bhopal, Bikaner, Bombay, Chandigarh, Gwalior, Hazaribagh, Hyderabad, Izatnagar-Bareilly, Jodhpur, Lucknow, Ludhiana, Madras, Nabha, Nagpur, Nangal, New Delhi, Pipri, Poona, Rajkot, Sehore, Sindri, Tarai, Trivandrum, Udaipur and Vellore.

7. Effective as of the beginning of the first pay period following October 4, 1958, paragraph (c) is amended by the addition of the following:

Montserrat Island, T.W.I.

(Secs. 102, 401, E.O. 10000, 13 F.R. 5453, 3 CFR, 1948 Supp., E.O. 10623, E.O. 10636, 20 F.R. 5297, 7025, 3 CFR, 1955 Supp.)

For the Acting Secretary of State.

W. K. SCOTT,
Assistant Secretary.

FEBRUARY 26, 1959.

[F.R. Doc. 59-2058; Filed, Mar. 10, 1959; 8:48 a.m.]

Title 7—AGRICULTURE

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

[Lemon Reg. 780, Amdt. 1]

PART 953—LEMONS GROWN IN CALIFORNIA AND ARIZONA

Limitation of Handling

Findings. (1) Pursuant to the marketing agreement, as amended, and Order No. 53, as amended (7 CFR Part 953), regulating the handling of lemons grown in California and Arizona, effective under the applicable provisions of the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601 et seq.; 68 Stat. 906, 1047), 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

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CFR SUPPLEMENTS

(As of January 1, 1959)

The following supplement is now available:

Title 38 ($0.55)

Previously announced: Title 3, 1958 Supp. ($0.35); Title 8 ($0.35); Titles 22–23 ($0.35); Title 25 ($0.35); Title 46, Parts 146–149, 1958 Supp. 2 ($1.50); Title 47, Part 30 to end ($0.30); Title 49, Parts 91–164 ($0.40)

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limitation of handling of such lemons 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 amendment until 30 days after publication hereof 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 amendment is based became available and the time when this amendment must become effective in order to effectuate the declared policy of the Agricultural Marketing Agreement Act of 1937, as amended, is insufficient, and this amendment relieves restriction on the handling of lemons grown in California and Arizona.

Order, as amended. The provisions in paragraph (b)(1)(ii) of § 953.887 (Lemon Regulation 780; 24 F.R. 1497) are hereby amended to read as follows:

(ii) District 2: 167,400 cartons.

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

Dated: March 5, 1959.

[SEAL] S. R. SMITH,
Director, Fruit and Vegetable Division, Agricultural Marketing Service.

[F.R. Doc. 59-2051; Filed, Mar. 10, 1959; 8:47 a.m.]

[959.316 Amdt. 2]

PART 959—IRISH POTATOES GROWN IN MODOC AND SISKIYOU COUNTIES, CALIFORNIA, AND IN ALL COUNTIES IN OREGON EXCEPT MALHEUR COUNTY

Limitation of Shipments

Findings. (a) Pursuant to Marketing Agreement No. 114, as amended, and Order No. 59, as amended (7 CFR Part 959), regulating the handling of Irish potatoes grown in Modoc and Siskiyou Counties in California and in all counties in Oregon, except Malheur County, effective under the applicable provisions of the Agricultural Marketing Agreement Act of 1937, as amended (48 Stat. 31, as amended; 7 U.S.C. 601 et seq.); and upon the basis of the recommendation and information submitted by the Oregon-California Potato Committee, established pursuant to said marketing agreement and order, and upon other available information, it is hereby found that the amendment to the limitation of shipments, as hereinafter provided, will tend to effectuate the declared policy of the act.

(b) It is hereby 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 amendment until 30 days after publication in the FEDERAL REGISTER (5 U.S.C. 1001 et seq.) in that (i) compliance with this amendment will not require any preparation on the part of handlers which cannot be completed by the effective date; (ii) a reasonable time is permitted under the circumstances, for such preparation; (iii) information regarding the committee's recommendations has been made available to producers and handlers in the production area; and (iv) this amendment relieves restrictions on the handling of potatoes grown in the production area.

Order, as amended. In paragraph (b) of § 959.316 (23 F.R. 5270, 7170), delete subparagraphs (4) and (7) and substitute therefor new subparagraphs (4) and (7) as set forth below.

§ 959.316 Limitation of shipments.

* * * * *

(b) *Order.* * * *

* * * * *

(4) Except as otherwise provided in this section, the limitations set forth in subparagraphs (1) and (2) of this paragraph shall not be applicable to shipments of potatoes for any of the following purposes: (i) Certified seed; (ii) export; (iii) canning or freezing; (iv) dehydration; (v) charity; (vi) potato chipping; (vii) for use in hash browns or potato salad; (viii) for grading or storing within the district where grown; (ix) livestock feed within the district where grown; or (x) potatoes for planting (other than certified seed) within the district where grown, except that potatoes grown in District No. 2 or District No. 4 may be shipped for grading or storing, livestock feed, or planting (other than certified seed) within, or to, such districts for such purposes. Shipments of potatoes for planting (other than certified seed) may be made other than within the district where grown or within, or to, District No. 2 or District No. 4, but such shipments shall be made only in accordance with the safeguards prescribed in subparagraph (7) of this paragraph.

* * * * *

(7) Each handler making any shipments of potatoes for export, canning or freezing, dehydration, charity, planting (other than certified seed), potato chipping, or for use in hash browns or potato salad, pursuant to subparagraph (4) of this paragraph shall: (i) Apply to the committee for and obtain a certificate of privilege to make such shipments; (ii) pay the required assessments, except on shipments for canning or freezing; (iii) have such shipments inspected, except on shipments for canning or freezing; (iv) upon request by the committee, furnish reports of each shipment made pursuant to each certificate of privilege; (v) at the time of applying to the committee for a certificate of privilege, agree to furnish the committee with a receiver's or buyer's certification that the potatoes handled under the certificate of privilege are to be used only for the purpose stated therein and the receiver's or buyer's certification that he will complete and return to the committee such periodic receivers' reports that the committee may require; (vi) mail to the committee office a copy of the bill of lading for each shipment made under the certificate of privilege promptly after date of any such shipment; and (vii) bill each shipment directly to the applicable processor or receiver.

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

Dated March 6, 1959, to become effective upon publication in the FEDERAL REGISTER.

[SEAL] S. R. SMITH,
Director, Fruit and Vegetable Division.

[F.R. Doc. 59-2055; Filed, Mar. 10, 1959; 8:47 a.m.]

Title 14—CIVIL AVIATION

Chapter I—Civil Aeronautics Board—Federal Aviation Agency

SUBCHAPTER B—ECONOMIC REGULATIONS

[Reg. ER-260]

PART 241—UNIFORM SYSTEM OF ACCOUNTS AND REPORTS FOR CERTIFICATED AIR CARRIERS

Miscellaneous Amendments

Adopted by the Civil Aeronautics Board at its office in Washington, D.C., on the 5th day of March 1959.

As presently defined in the Uniform System of Accounts and Reports "seats available" consist of all installed seats, and is supposed to represent the maximum number of seats available for sale to the public. This includes seats in the lounge area, but excludes seats blocked off because of operating weight limitations or priority mail loads. Accordingly, an air carrier in computing "seats available" should consider all installed seats as saleable except those which are blocked off for a specified purpose. However, statistics received by the Board indicates that all carriers do not treat lounge seats as salable. Operating limitations notwithstanding, some carriers sell lounge seats only under unusual circumstances. In airplanes of sleeper configuration certain of the seats installed cannot be sold because of the space requirements when sleeper berths are made up for use. The reporting of all installed seats as being available for sale where it is established company policy to offer less than that number for sale is misleading and the resulting passenger load factor is equally misleading.

In view of the foregoing, a notice of proposed rule making to amend the definitions and instructions relating to "seats available" was published in the FEDERAL REGISTER (23 F.R. 9269) and made available to the industry as Draft Release No. 101, dated November 24, 1958. This draft release would require that the carrier when submitting its statement of procedures for computing seat-miles explain any non-safety reason for excluding installed seats and to outline the procedures adopted to control the sale of non-salable installed seats which are excluded in the reporting of available seat-miles. No comment was received in response to the draft release and the Board is adopting the amendment in its proposed form. Pursuant to the amendment each carrier must use the same basis for computing seats available and this basis will have to be predicated upon the number of seats actually salable.

In addition, this amendment deletes the definition "capacity, seat" inasmuch as instructions for the reporting of the number of seats in an aircraft are fully set forth in § 241.23 Schedule B-7—Aircraft and Aircraft Engines Acquired.

Interested persons have been afforded an opportunity to participate in the making of this amendment.

In consideration of the foregoing, the Board hereby amends Part 241 of the Economic Regulations (14 CFR Part 241) effective April 1, 1959, as follows:

1. By deleting from § 241.03 the definition entitled "capacity, seat".

2. By amending the definition of "seats available" in § 241.03 to read as follows:

Seats available. Installed seats in an aircraft (including seats in lounges) exclusive of any seats not offered for sale to the public by the carrier; provided that in no instance shall any seat sold be excluded from the count of available seats.

3. By amending the instructions in § 241.25 for preparing Schedule T-3 Quarterly Statement of Aircraft Operat-

ing Statistics by adding the following language to paragraph (g): "The reason for exclusion of any installed seats in the computation of available seat-miles with respect to any aircraft type and the provisions made for protecting against the sale of such seats, shall be described in the above statement and shall be certified to by a responsible company official. (See seats available § 241.03)".

(Sec. 204(a), 72 Stat. 743; 49 U.S.C. 1324. Interpret or apply sec. 407(a), 72 Stat. 766; 49 U.S.C. 1377)

By the Civil Aeronautics Board.

[SEAL] MABEL MCCART, *Acting Secretary.*

[F.R. Doc. 59-2081; Filed, Mar. 10, 1959; 8:51 a.m.]

Title 16—COMMERCIAL PRACTICES

Chapter I—Federal Trade Commission

[Docket 7270]

PART 13—DIGEST OF CEASE AND DESIST ORDERS

Carson Pirie Scott & Co.

Subpart—*Advertising falsely or misleadingly:* § 13.155 *Prices:* sales below cost. Subpart—*Misrepresenting oneself and goods*—Prices: § 13.1822 *Sales below cost.* Subpart—*Neglecting, unfairly or deceptively, to make material disclosure:* § 13.1852 *Formal regulatory and statutory requirements:* Fur Products Labeling Act.

(Sec. 6, 38 Stat. 721; 15 U.S.C. 46. Interpret or apply sec. 5, 38 Stat. 719, as amended; Sec. 8, 65 Stat. 179; 15 U.S.C. 45, 69f) [Cease and desist order, Carson Pirie Scott & Company, Chicago, Ill., Docket 7270, Feb. 11, 1959]

This proceeding was heard by a hearing examiner on the complaint of the Commission charging a Chicago department store with violating the Fur Products Labeling Act by advertising in letters and otherwise which represented prices of fur products falsely as "Below original cost", and by failing to maintain adequate records as a basis for such claims.

Following acceptance of an agreement containing a consent order, the hearing examiner made his initial decision and order to cease and desist which became on February 11 the decision of the Commission.

The order to cease and desist is as follows:

It is ordered, That respondent Carson Pirie Scott & Company, a corporation, and its officers representatives, agents and employees, directly or through any corporate or other device, in connection with the introduction into commerce, or the sale, advertising, offering for sale, transportation or distribution, in commerce, of fur products, or in connection with the sale, advertising, offering for sale, transportation, or distribution of fur products which are made in whole or in part of fur which has been shipped and received in commerce, as "commerce", "fur", and "fur product" are defined in the Fur Products Labeling Act, do forthwith cease and desist from:

1. Falsely or deceptively advertising fur products through the use of any advertisement, representation, public announcement, or notice which is intended to aid, promote or assist directly or indirectly, in the sale, or offering for sale of fur products, and which:

A. Represents, directly or by implication, that prices of fur products are "Below original cost", or words of similar import, when such is not the fact.

2. Making price claims or representations in advertisements respecting reduced prices of fur products or that prices of fur products are below original cost, unless respondent maintains full and adequate records disclosing the facts upon which such claims or representations are based.

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

It is ordered, That the respondent herein shall, within sixty (60) days after service upon it of this order, file with the Commission a report in writing setting forth in detail the manner and form in which it has complied with the order to cease and desist.

Issued: February 11, 1959.

By the Commission.

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

[F.R. Doc. 59-2049; Filed, Mar. 10, 1959; 8:47 a.m.]

[Docket 6833]

PART 13—DIGEST OF CEASE AND DESIST ORDERS

Ward Baking Co.

Subpart—*Discriminating in price under section 2, Clayton Act, as amended*—Payment for services or facilities for processing or sale under 2(d): § 13.825 *Allowances for services or facilities.*

(Sec. 6, 38 Stat. 721; 15 U.S.C. 46. Interprets or applies sec. 2, 38 Stat. 730, as amended; 15 U.S.C. 13) [Cease and desist order, Ward Baking Company, New York, N.Y., Docket 6833, February 10, 1959]

This proceeding was heard by a hearing examiner on the complaint of the Commission charging a baking corporation in New York City, with net sales in 1956 exceeding $100,000,000, with discriminating in price in violation of section 2(d) of the Clayton Act by granting promotional allowances to some customers but not to their competitors and not on proportionally equal terms, such as payments of 5 percent of the wholesale price on purchases in excess of $50 a week to retailers in the New Haven, Conn., and Philadelphia, Pa., trading areas.

Following acceptance of an agreement containing consent order, the hearing examiner made his initial decision and order to cease and desist which became on February 10 the decision of the Commission.

The order to cease and desist is as follows:

It is ordered, That Respondent Ward Baking Company, a corporation, directly or through any corporate or other device, in or in connection with the sale of bread and bakery products in commerce, as "commerce" is defined in the amended Clayton Act, do forthwith cease and desist from: Paying or contracting for the payment of anything of value to, or for the benefit of, any customer of Respondent as compensation or in consideration for any service or facilities furnished by or through such customer in connection with the offering for sale, sale, or distribution of any of Respondent's products, unless such payment or consideration is made available on proportionally equal terms to all other customers competing in the distribution of such products.

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

It is ordered, That respondent Ward Baking Company, a corporation, shall, within sixty (60) days after service upon it of this order, file with the Commission a report in writing, setting forth in detail the manner and form in which it has complied with the order to cease and desist.

Issued: February 10, 1959.

By the Commission.

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

[F.R. Doc. 59-2050; Filed, Mar. 10, 1959; 8:47 a.m.]

Title 32—NATIONAL DEFENSE

Chapter V—Department of the Army

SUBCHAPTER G—PROCUREMENT

PART 590—GENERAL PROVISIONS

PART 591—PROCUREMENT BY FORMAL ADVERTISING

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PART 599—BONDS AND INSURANCE

PART 600—FEDERAL, STATE AND LOCAL TAXES

PART 601—LABOR

PART 605—PROCUREMENT FORMS

PART 606—SUPPLEMENTAL PROVISIONS

Miscellaneous Amendments

1. Sections 590.305, 590.307 and 590.307-1 are revised to read as follows:

§ 590.305 Specifications.

Every item to be procured, either by formal advertising or by negotiation,

shall be described by referencing the applicable specifications, or by including a purchase description when permitted under the provisions of § 1.305-1 of this title. Contracting officers shall avoid, to the maximum extent possible, use of the authority of § 3.210-2(m) of this title in negotiating procurements. Few circumstances will exist where this authority will be applicable or justified. However, where this authority is used, it shall be fully justified in accordance with § 3.210-3 of this title.

(a) *Mandatory use of Federal and Military Specifications.* Applicable coordinated Federal and Military Specifications and those Interim Federal and Limited Coordination Military Specifications issued by the technical services are mandatory for use by all procuring activities of the Department of the Army.

(b) *Purchase description and "or equal".* (1) In procurement exempted under the provisions of § 1.305-1 of this title, items may be described in Invitations for Bids or Requests for Proposals by use of a purchase description, provided such description adequately specifies the essential requirements. Heads of procuring activities will insure that necessary discretion is exercised in preparation of purchase descriptions, evaluation of bids, and award of contracts when such descriptions are used.

(2) When a purchase description cannot be prepared adequately in a clear and simple manner because of the technically involved construction or composition of the product, the name of one or preferably more commercial products may be used in the description followed by the words "or equal," to permit free and open competition and not limit bids or proposals to the particular make or makes named. Such reference to commercial products shall not be restrictive to the product of one manufacturer, but shall be for the sole purpose of providing a common basis for competitive bidding. This method of describing requirements in terms of reference to specific manufacturers' products is discouraged and will be avoided insofar as possible.

(3) In instances where purchase descriptions are permitted and bids or proposals are to be solicited with a description based on an "or equal" provision with reference to item names and numbers published in manufacturers' catalogs, adequate description will be included to readily identify the products, such as the complete item names, identification of catalogs, and applicable catalog numbers with the corresponding catalog descriptions. The contracting officer will insure also that a copy of any catalogs referenced, except parts catalogs, is available for review by bidders at the purchasing office, upon request. Necessary precaution will be exercised to avoid any invasion of proprietary rights or patent infringement.

(4) Contracting officers will not use the phrase "or equal" to procure proprietary products under the guise of competitive procurement procedures, to the exclusion of other similar products at least of equal quality and performance that meet the actual needs. Use of a description with the phrase "or equal" is not intended as a device to give any advantage to particular manufacturers by favoring one product over others or to substantiate a determination that no other manufacturers' products are equal in quality and performance to the products specifically named. The procedure for competitive procurement must not be negated by improper application and interpretation of the description of requirements made by reference to specific manufacturers' products and the phrase "or equal." Rejection of a low bid offering products "as equal" to the product or products described by "or equal," will be based on factual determination that the products are in fact not the equal of the named products and do not meet the actual needs of the Government. In instances where a proper determination has been made that one, and only one, supplier can furnish the required item or items, procurement must be accomplished by negotiation in accordance with Part 3 of this title and Part 592 of this subchapter.

(c) *Deviations and waivers.* All deviations and waivers to Federal and Military Specifications will be subjected to competent review in accordance with procedures established by the chief of each technical service. These procedures must provide for (1) appropriate review and surveillance to minimize the use of deviations and waivers, and (2) immediate action where necessary to amend or revise specifications.

(d) *Overseas purchases.* Contracting officers are authorized to deviate from this paragraph, subject to any instructions which may be issued by the Head of the Procuring Activity involved, for procurement effected outside the United States, its Territories, and possessions, to the extent of using where necessary, such specifications, standards, and purchase descriptions of foreign governments and foreign trade associations, which will be understood readily by foreign vendors, provided that adequate measures are taken to insure satisfactory and acceptable products, including standard and interchangeable items, where required. Reports of deviation from Federal and Military Specifications will not be required for oversea purchases.

(e) *Supply of specifications to activities outside the Government.* A liberal attitude shall be taken in complying with requests for specifications from prospective bidders and offerors and possible manufacturers of supplies, whether for the purpose of broadening the peacetime market or for establishing new sources of supply in case of emergency.

(f) *Options permitted by specifications.* Many specifications cover several grades or types or provide for optional requirements. When such specifications are used in conformity with paragraph (a) of this section, the invitation for bids or requests for proposals shall specifically state the grade, type, or option on which bids or quotations are to be based.

§ 590.307 Responsible prospective contractor.

All requirements set forth in § 1.307 (a) through (g) of this title are equally important and must be met before a prospective contractor can be considered responsible. In order to meet the requirements of §§ 1.307(f) and 12.801 of this title, the contracting officer will normally rely upon the findings contained in the preaward survey (§ 1.307-1(b) of this title) as the basis for his determination that the prospective contractor appears to be able to conform to the requirements of the standard nondiscrimination clause. When a preaward survey is not made and in the absence of any evidence to the contrary, the contracting officer may determine, on the basis of any other suitable information, that the prospective contractor can conform, as required by § 1.307(f) of this title. When a prospective contractor is considered not to be responsible, solely because he appears to be unable to conform to the requirements of the nondiscrimination clause, the facts and circumstances together with the recommendation of the Head of the Procuring Activity will be forwarded through the Office of the Deputy Chief of Staff for Logistics, to the Assistant Secretary of the Army (Logistics) for review and appropriate action. Where a prospective contractor is determined not to be responsible (regardless of the reason), even though there is evidence to the effect that a future event would make him responsible, an award contingent on such a future event is prohibited.

§ 590.307-1 Preaward survey.

(a) A preaward qualification check or survey shall be made of the technical and financial capabilities of the prospective contractor in order to provide the basis for evaluating responsibility. Qualification checks or surveys may be curtailed to the extent the prospective contractor's qualifications are known to be satisfactory or when not required in the judgment of the contracting officer. The contract file of the contracting officer will contain a record of his determination of the responsibility of the contractor in all cases over $2,500 with such supporting evidence as is secured by him through qualification checks or surveys. In the event the contracting officer determines that a preaward survey need not be made, a statement to that effect with supporting reasons for the waiver on all contracts over $2,500 will be made a part of the contract file.

(b) In evaluating the responsibility of prospective contractors, consideration will be given to the following factors, as well as to any others which may be deemed appropriate:

(1) Whether the contractor qualifies as a "source of supply," as defined in § 1.201-9 of this title and § 590.201-9.

(2) Financial ability to perform the contract, including the availability of necessary working capital and credit, as determined from the following and any other appropriate sources:

(i) Balance sheets and profit and loss statements;

(ii) Credit reports of commercial and financial-reporting agencies;

(iii) Data available at the prospective contractor's banks; and

(iv) Information concerning other contractual commitments.

(3) Financial aid furnished or required to be furnished by the Government.

(4) Business and financial reputation and integrity of the prospective contractor, and where its reputation and integrity are not established, of the principal executives of the prospective contractor, as determined by checks of the following sources:

(i) The prospective contractor's banks;

(ii) Trade creditors; and

(iii) Any other source, governmental or private, which has had substantial previous dealings with the prospective contractor.

(5) Business and manufacturing experience, including length of time in present business, production efficiency, and technical ability.

(6) Types of supplies, equipment, components, material, and services currently being manufactured, performed, or developed.

(7) Similarity between items currently being produced and items required by the proposed contract.

(8) Total amount of business on hand (military and commercial) as affecting the ability of the prospective contractor to meet deliveries required under the contract.

(9) Prospective contractor's past record of performance of Government contracts.

(10) Adequacy and availability of facilities, materials, and personnel for performance of the specific contract involved, including, when applicable, consideration of:

(i) Plant space;

(ii) Manufacturing equipment;

(iii) Testing, inspection, and laboratory facilties;

(iv) Training facilities;

(v) Materials and components;

(vi) Trained labor;

(vii) Key production and engineering personnel; and

(viii) Subcontractors.

(11) Furnishing of a performance bond.

(c) The problems of security and possible unauthorized release of classified information do not arise under unclassified scientific research contracts. The major consideration regarding the individuals involved should be their scientific integrity and ability. The only consideration relating to the loyalty of individual scientists engaged in work under Government contracts is the principle, that it would appear to be against the national interest to give aid and comfort to a person disloyal to the United States. In conformance with this principle, the following policy has been adopted:

(1) Procuring activities, in considering proposals for contracts in support of unclassified research not involving security considerations, will assure that, in appraising the merit of a proposal submitted by or on behalf of a scientist, his experience, competence, and integrity are always taken carefully into account. Procuring activities will not knowingly award or continue a contract in support of research for a person who:

(i) Is an acknowledged Communist or established as being a Communist by a judicial proceeding, or anyone who advocates change in the United States Government by other than constitutional means, or

(ii) Has been convicted of sabotage, espionage, sedition, subversive activity under the Smith Act, or a similar crime involving the Nation's security.

(2) Where procuring activities receive information indicating that a potential or actual researcher may have violated a Federal statute relating to the national security, such information will be forwarded, on a priority basis, to the Deputy Chief of Staff for Logistics, Department of the Army, Washington 25, D.C., Attn: Chief, Contracts Branch.

§§ 590.350–590.355 [Redesignation]

2. Sections 590.351, 590.352, 590.353, 590.354 and 590.355 are redesignated as §§ 590.350, 590.351, 590.352, 590.353 and 590.354.

3. Revise paragraph (c) of § 590.201 to read as follows:

§ 590.201 Preparation of forms.

* * * * *

(c) *Discount provisions.* In determining whether the standard discount provisions are adequate with regard to a particular procurement, consideration will be given to such factors as the place of delivery and acceptance and place of payment of invoices or vouchers; the number of days required to process invoices or vouchers from receipt through payment; and whether the intervention of Saturdays, Sundays, and holidays will so reduce the number of working days in which prompt payment might be effected as to make it reasonably certain that the Government cannot take advantage of the standard discount provisions. If after considering the above factors the discount provisions set forth on the prescribed forms are found not to be suitable, the changes below may be made therein:

(1) The discount provision on the bid form relating to "10 calendar days", "20 calendar days", etc., may be modified so as to provide that offered discounts will not be taken into consideration in evaluating bids unless a specified minimum period is allowed during which payment may be made and the discount taken.

(2) In special cases where a prolonged acceptance test is necessary, and the invitations or specifications set a limiting date for acceptance that is more than 20 days after date of delivery, the provision in the form as to computation of discount time may be changed to read as follows: "Time, in connection with the discount offered, will be computed from the limiting date set herein for final acceptance." When this change is made, the limiting date for final acceptance must be stated in the invitation.

4. Subpart E, Part 591 is revised to read as follows:

Subpart E—Qualified Products

§ 591.502 Justification for inclusion of products on qualified products list.

Where one or more of the conditions listed in § 2.502 of this title exist, requirements for qualification of the product may be included in the specifications. Specifications shall be cleared with the Deputy Chief of Staff for Logistics as prescribed by AR 715-50 (Administrative regulations pertaining to procurement).

5. Sections 592.201-2, 592.203, and 592.203-2 are revised, § 592.201-3 is added, and § 592.201-50 is revoked, as follows:

§ 592.201-2 Application.

10 U.S.C. 2304(a)(1) may be used and recorded only with respect to the following:

(a) Labor surplus and disaster area programs.

(b) Small business programs.

(c) Research and development contracts and each amendment thereof, for experimental, developmental, or research work, or for the manufacture or furnishing of supplies for experimentation, development, research, or test, when the estimated cost of either is over $2,500, but not over $100,000 (§ 3.201-2(b)(3) of this title, except that this authority shall not be used to negotiate a contract or an amendment thereof, regardless of amount, for experimental, developmental, or research work, or for the manufacture or furnishing of supplies for experimentation, development, research, or test, where the contract is entered into with an educational institution (§§ 592.205-2(a) and 592.211)).

(d) Modifications authorized by terms of definitive contracts previously negotiated under 10 U.S.C. 2304(a)(1).

(1) The term "modifications authorized by the terms of definitive contracts" as used in this section includes:

(i) Increase or decrease of funds obligated on letter contracts and cost-reimbursement type contracts; provided, however, such increase or decrease is not the result of a change in the scope of work or quantities to be delivered.

(ii) Change orders, supplemental agreements, or contract amendments issued pursuant to contractual provisions relating to changes, changed conditions, price escalation, price redetermination, incentive, termination for convenience, default, taxes, and variation in quantity caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes.

(2) Except in connection with contracts which have been or will be negotiated pursuant to paragraphs (a), (b), and (c) of this section, 10 U.S.C. 2304(a)(1) will not be used for:

(i) Increase or decrease of funds obligated on contract amendments issued pursuant to provisioning procedures incorporated in the contract for concurrent spare parts or other accessorial equipment specified to be delivered under the contract.

(ii) Supplemental agreements or contract amendments issued pursuant to contractual provisions relating to increase-decrease quantity options or extras.

(iii) Supplemental agreements or contract amendments for concurrent spare parts or other accessorial equipment not originally provided for in the contract.

(iv) Orders (which obligate funds) against contracts or amendments upon which funds were not obligated.

§ 592.201-3 Limitation.

See § 592.211-3 (a) and (b).

§ 592.203 Purchases not more than $2,500.

§ 592.203-2 Application.

Negotiated purchases or contracts aggregating $2,500 or less shall be made in accordance with Subpart F, Part 3 of this title and Subpart F of this part, except that appropriate forms of negotiated purchase orders and contracts shall be used as applicable. 10 U.S.C. 2304(a)(3) shall be cited as the authority for negotiation of any contract for property or services involving amounts of $2,500 or less, to the exclusion of any other authority which might apply to the procurement, except that purchases or contracts for property or services procured and used outside the United States, its Territories, and its possessions, shall be negotiated pursuant to 10 U.S.C. 2304(a)(6).

6. Revise paragraph (a) of § 592.205-2 and revise §§ 592.212-2, 592.213-2, and 592.213-3, as follows:

§ 592.205-2 Application.

(a) 10 U.S.C. 2304(a)(5) shall be cited as specific authority to negotiate all contracts and amendments thereof, over $2,500, including contracts for experimental, developmental, or research work, or for the manufacture or furnishing of supplies for experimentation, development, research, or test, and for supplies or services classified "Confidential" or higher, including "Confidential—Modified Handling Authorized," where the contract is entered into with an educational institution.

§ 592.212-2 Application.

(a) As a matter of general procurement policy, contracting officers shall negotiate, rather than procure by formal advertising, when the proposed contract or purchase order or the property or services being procured are classified "Confidential" or higher, including "Confidential—Modified Handling Authorized." This authority shall not be used to negotiate a contract or an amendment thereof, regardless of dollar amount where any other authority to negotiate may be cited.

(b) In addition to the requirements of § 7.104-12 of this title and § 596.104-12 of this subchapter, DD Form 254 (Security Requirements Check List) will be used in pre-contract negotiations when it is necessary for proposed contractors and subcontractors to have access to classified matter. Except that, if the procurement is for a research contract, consultant service, or graphic arts services, in which there is no requirement for a breakdown by clasification of the various elements of the pre-contract negotiations, a letter or other written notice of clasification for the entire pre-contract negotiations may be used in lieu of the Security Requirements Check List.

§ 592.213-2 Application.

(a) The term "standardization" includes that uniformity considered necessary to accomplish maximum interchangeability of parts.

(b) Negotiation under this authority shall be limited to purchases of items of technical equipment which must be taken into the field with troops and shall not be used to procure items of equipment used exclusively in installations in the United States.

(c) Standardization approval under this authority will be for a stated period of time (not to exceed six years), which period will be in the ratio to the life of the equipment approved for standardization.

(d) While this authority shall not be used for initial procurements of equipment and parts, it may be used during the period of standardization to purchase later types and models of the equipment standardized, if substantially unchanged in basic design, capabilities, and interchangeability of major components and repair parts.

(e) The stocks on hand and due in from procurement of any make and model of equipment proposed for standardization must constitute a significant portion, normally at least 15 percent, of the total stocks of the equipment in the supply system and due in from procurement.

§ 592.213-3 Limitations.

(a) Prior to submitting a request for approval of standardization, the technical service concerned will request both the Department of the Navy and the Department of Air Force to indicate in writing any objection to the proposed standardization action and to furnish, with respect to its department, (1) data concerning stocks of the equipment on hand, if available, and (2) mobilization requirements for the equipment. Such requests shall cite as the subject, "Requirements for Technical Equipment Proposed for Procurement Without Advertising (Reports Control Symbol OSD-1022)." Two copies of each such request shall be furnished the Deputy Chief of Staff for Logistics, Department of the Army, Washington 25, D.C., Attn: Internal Management Branch.

(b) Requests for approval of standardization of equipment under this authority shall be initiated by the Chief of the Technical Service concerned and shall be submitted to the Advisory Committee on Procurement Without Advertising of Technical Equipment and Components. Such requests shall be submitted in an original and 15 copies, with the original signed by the Chief of the Technical Service or his Deputy, and must include, as a minimum, the following:

(1) Description of equipment proposed for standardization;

(2) Recommendation of at least two makes and models of equipment to be standardized, manufactured by different firms, unless otherwise justified;

(3) Detailed information showing that the proposed standardization is in complete accord with the criteria set forth in § 3.213 of this title and § 592.213, including definite statements (in sequence) as to each factor enumerated in § 3.213-2(b) of this title;

(4) Statement showing the distribution of stocks of the equipment on hand, either numerically or percentagewise, in the United States and oversea areas, both as to total stocks on hand and as to stocks of each make and model representing at least 15% of the total stock on hand. Distribution of assets, if classified, will be submitted by separate correspondence;

(5) Statement as to the number of years for which standardization is proposed (§ 592.213-2(c));

(6) Statement that the item has been type classified as an "adopted type" item in accordance with AR 705-6 (Army regulations pertaining to research and development of material);

(7) Determination embracing the same factors as are set forth in § 3.113-3 of this title, and

(8) Inclosures consisting of the replies to the requests required in paragraph (a) of this section, except that such replies, if classified, will be separately submitted.

(c) Approval by the Assistant Secretary of the Army (Logistics) of standardization of an item of equipment shall not be taken as authority to negotiate a contract for the procurement of the equipment or its parts. When the requirement has been programmed and the procurement becomes imminent for the particular item, an individual determination and findings authorizing procurement by negotiation shall be prepared in accordance with the provisions of § 592.306 and forwarded to the Deputy Chief of Staff for Logistics, Department of the Army, Washington 25, D.C., Attn: Chief, Standards Branch.

(d) After approval by the Assistant Secretary, the Chief of the Technical Service concerned shall, prior to each second anniversary date of such approval, review the requirement for standardization to determine whether the approval should be continued, revised, or cancelled, and submit the results of this review, over signature or that of his Deputy, to the Advisory Committee on Procurement Without Advertising of Technical Equipment and Components. If the Committee is of the opinion that the approved standardization should be revised or cancelled, appropriate recommendations will be made to the Assistant Secretary of the Army (Logistics).

(e) In negotiating procurements under this authority, effective competition will be established between the approved suppliers of the equipment and the award made to the firm submitting the lowest responsive quotation. The price negotiated for any procurement under this authority will be based upon the last competitive contract price with appropriate allowances for price changes. Any contract for a standardized item shall contain a clause that the prices charged therein do not exceed the prices charged the contractor's most favored customer for like quantities of such item.

7. In § 592.308, revise paragraph (a)(1) to read as follows:

§ 592.308 Retention of copies of determinations and findings and of other records.

(a) *Preaward transaction file.* (1) Each purchasing office or installation

which initiates or effects procurement by negotiation will maintain a master file for each procurement initiated. This file will contain the original or a certified copy of each paper related to the procurement, beginning with the procurement directive or other paper initiating the procurement. The purpose of the file is to provide a complete résumé of the transaction prior to and including the award. This master file will be preserved in the office or installation which initiated the procurement unless responsibility for the file is transferred to another office, or retirement or destruction is authorized. As a minimum in negotiated procurement, a memorandum for record, signed by the contracting officer briefly setting forth facts, conclusions, and actions taken regarding the transaction will be included in the contract file in cases where such facts, conclusions, and actions taken are not otherwise reflected in the summary of negotiations and contract award data where such summary is required. Memorandum for record and summary of negotiations as mentioned above are not mandatory for negotiated purchases under $2,500.

§§ 592.502–592.551 [Revocation]

8. Subpart E of Part 592, Advance Payments, including §§ 592.502 to 592.551, is hereby revoked.

9. Sections 592.650–6 and 592.650–8 through 592.650–14 are revised, and new § 592.650–15 is added, as follows:

§ 592.650–6 Use as a voucher.

DD Form 1155 shall not be used as a public voucher in amounts between $1,000 and $2,500, but in lieu thereof SF 1034 shall be used.

(a) *One payment.* DD Form 1155 will be completed and processed as any other public voucher. In order to comply with the Army Command Management System, Copy No. 5 may be routed with Copies No. 7 and 8 to the accountable officer. Copy No. 8, the original receiving report, will be returned to the contracting officer and Copy No. 5 routed direct to the Finance and Accounting Office. Copies No. 9 and 10 are for optional use.

(b) *More than one payment.* When more than one payment becomes necessary, the payment voucher feature of DD Form 1155 will be prepared covering the first partial delivery as evidenced by a receiving report. Payment then will be made in the normal manner. Subsequent payments will be made by use of either DD Form 1155 or SF 1034, which will cite the unnumbered contract identification number on the original voucher and will identify the particular partial payment being made, i.e., 2d, 3d, etc. The appropriate receiving report form will be completed for those supplies or services accepted. The 2d and subsequent vouchers will cross-reference all prior vouchers; for example, the 2d voucher will cite the original voucher, the 3d voucher will cite the original, and 2d voucher, etc. The cross-reference will allow the General Accounting Office to reconcile the entire purchase.

§ 592.650–8 Shipments through ports.

Where shipments are made to oversea consignees through aerial or water ports of embarkation, DD Form 250 will be prepared to effect cargo documentation as prescribed in pertinent Army regulations.

§ 592.650–9 Limitations.

(a) DD Form 1155 will be numbered in accordance with the provisions of § 606.203 of this chapter, only when:

(1) The purchase exceeds $1,000 and (i) it is originally contemplated that more than one payment will be made (ii) it was originally contemplated that only one payment would be made and it is subsequently determined that more than five payments will be made, or

(2) When used with DD Form 1155s, regardless of the dollar amount of the purchase.

The "order number" space provided on the face of a DD Form 1155 which is unnumbered will be used for the purchase order number (i.e. local identification).

(b) Where additional contract clauses or deviations are required for specific purposes, prior approval for their use shall be obtained from the Chief, Contracts Branch, Deputy Chief of Staff for Logistics, Department of the Army, Washington 25, D.C. The attaching of vendor's invoices which are required for payment, specifications, drawings, packaging, and marking instructions, and other similar data which are considered an adjunct or a part of the description of the supplies listed on the face of DD Form 1155 is authorized.

(c) DD Form 1155 shall not be utilized for the acceptance of bids after formal advertising.

§ 592.650–10 General instructions.

The following general instructions are applicable whether the form is issued as a purchase order or as a delivery order:

(a) Supplemental operating procedures as may be necessary in connection with routing of copies of DD Form 1155 by a purchasing office may be issued by that purchasing office.

(b) Supplemental agreements and change orders, other than notice of termination for default, may be issued in connection with a purchase made on DD Form 1155.

(c) If the purchase is based on a written quotation, the original quotation may be retained in the contract file (31 Comp. Gen. 124) (§ 606.201(b) of this chapter).

(d) Overages and shortages in the quantities called for on an order may be accepted, provided the aggregate amount of the order (including any accepted overages and shortages) does not exceed $2,500. When any such overages or shortages are accepted, an adjustment of the total dollar amount for payment will be made in the "Differences" section of DD Form 1155 after the "Quantity Accepted" column has been completed.

(e) The contracting officer is responsible for obtaining from the fiscal officer a citation of the proper funds to be charged and for assuring that funds have been made available in the estimated amount of the purchase contemplated. The signature of the contracting officer on Copy No. 1 of DD Form 1155 (Order for Supplies or Services) shall constitute the certification that funds are available under the appropriation and allotment cited in the accounting classification.

(f) The certifying officer shall accomplish the administrative certificate on Copy No. 1.

§ 592.650–11 Termination for default.

(a) If all of the supplies or services ordered on DD Form 1155 are terminated for default, notice of termination for default to the vendor will be by letter and a copy of the letter will be filed with the original (white) copy in the contracting officer's file, and a copy will be furnished each addressee on the original distribution list.

(b) If a part of the supplies or services ordered by use of DD Form 1155 are terminated for default, notice of termination for default will be by letter, and a copy will be furnished to each addressee on the original distribution list.

(c) When a reprocurement is made, one of the following procedures will apply:

(1) If the price paid is not in excess of the price which would have been paid under the terminated contract, the DD Form 1155 covering the second procurement will be processed in the normal manner, and it is not necessary to refer to the terminated procurement document.

(2) If the price exceeds that which would have been paid under the terminated contract, the contracting officer will comply with the provisions of § 596.103–11 of this chapter.

§ 592.650–12 Use in postal channels; APO shipments.

(a) DD Form 1155 (Order for Supplies or Services) is authorized for use for parcel post or mail shipments to an APO number as a method of accomplishing small purchases where a purchase order is required.

(b) When making such shipments, external distribution of copies of DD Form 1155 is required as follows:

(1) One advance copy mailed to the appropriate oversea supply agency.

(2) Three copies inside the package (none on the outside).

(c) The advance copy forwarded to the oversea supply agency will be annotated with the date of shipment and the quantity shipped as follows:

(1) The date of shipment will be entered in the "Supplies or Services" block.

(2) Where the quantities shipped represent the total quantities ordered, a statement to that effect will be included in the "Supplies or Services" block.

(3) Where there is a difference between the quantity ordered and the quantity shipped, the quantity shipped will be entered under the quantity ordered, in the column headed "Quantity (No. of Units)," and an appropriate statement to that effect will be included in the "Supplies or Services" block.

(d) The contracting officer is responsible for assuring that the advance copy is properly annotated and promptly forwarded to the oversea supply agency.

The advance copy may be furnished to the oversea supply agency by the contractor or by the contracting officer.

(e) The contracting officer shall furnish instructions to the contractor regarding the annotation and distribution required on DD Form 1155.

(f) Inspection will be performed at origin only when the dollar value, quantity, nature, or geographical location of the item warrants such action. When origin inspection is not practicable, or is waived by the contracting officer, the order will provide for delivery of the shipment to a United States Post Office, postage prepaid and properly addressed to the specified consignee. Acceptance will be accomplished by the contracting officer on the basis indicated below:

(1) The contracting officer may, at his discretion, require the contractor to submit a certificate of mailing (Form 3817 or 3877A obtainable at the United States Post Offices) as evidence of dispatch. To assure that prompt payment may be made of the invoice, the purchase order number must be inserted by the contractor on the certificate of mailing.

(2) Where the contractor fails to furnish a certificate of mailing, or where the contracting officer deems it uneconomical to require the use of the certificate of mailing, acceptance may be accomplished by the contracting officer on the basis of a certificate of shipment executed by the vendor as follows: "The articles in the quantities listed herein have been shipped as indicated."

§ 592.650–13 Use for shipment to Army attachés.

(a) Certain small purchases made for Army attachés may be shipped direct from contractors to the Assistant Chief of Staff, Intelligence, for transmittal by surface pouch to the Army attaché concerned.

(b) This method of shipment is subject to the following limitations:

(1) Maximum weight of individual parcels: 41 pounds.

(2) Maximum dimensions.

(i) Boxes—12 by 16 by 18 inches;

(ii) Flat packages—4 by 18 by 18 inches;

(iii) Cylindrical packages—5 inches in diameter, 24 inches long.

(3) Parcels cannot contain:

(i) Perishable, fragile, liquid, explosive, or flammable articles;

(ii) Firearms; or

(iii) Glass containers.

(c) Shipments will be addressed as follows:

U.S. Army Attaché, City—Country, c/o Assistant Chief of Staff, Intelligence, Department of the Army, Washington 25, D.C.

Shipments will be further identified by requisition and purchase order number if available.

(d) Copies No. 7 and 8 will be mailed by the contracting officer at the time the order is placed to:

Assistant Chief of Staff, Intelligence, Attn: Property Officer, Department of the Army, Washington 25, D.C.

(1) The addressees to whom the copies will be returned will be clearly indicated thereon.

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(2) Payment will be made on the basis of the signed acceptance certificate of the Assistant Chief of Staff, Intelligence, Property Officer (Copy No. 8).

§ 592.650–14 Use of reproducible masters.

Subject to the provisions of § 605.1505–6 of this chapter, heads of procuring activities may authorize use of reproducible masters.

§ 592.650–15 Additional instructions.

See § 16.303 of this title and § 605.303 of this chapter.

10. Subpart B, Part 595, Canadian Purchases, is revoked, and Subpart E, Part 595, governing same subject matter, is added, as follows:

Subpart E—Canadian Purchases

Sec.
595.501 Purchases from Canadian suppliers.
595.501–50 Secretarial determination of exception.
595.501–51 Delegation of authority.
595.501–52 Reference in contractual documents.
595.503 Agreement with Department of Defence Production (Canada).
595.503–50 Letter of agreement with Department of Defence Production (Canada).

AUTHORITY: §§ 595.501 to 595.503–50 issued under sec. 3012, 70A Stat. 157; 10 U.S.C. 3012. Interpret or apply secs. 2301–2314, 70A Stat. 127–133; 10 U.S.C. 2301–2314.

§ 595.501 Purchases from Canadian suppliers.

The purchase of supplies or services from sources in the Dominion of Canada shall be made with and administered through the Canadian Commercial Corporation through its Washington Office, except that:

(a) Under circumstances of public exigency as described in § 592.202–2 of this chapter procuring activities are authorized to negotiate direct with suppliers or contractors domiciled in the Dominion of Canada without reference to the Canadian Commercial Corporation.

(b) Subject to applicable restrictions of §§ 592.205 and 592.211 of this chapter, procuring activities are authorized to negotiate direct for research services to be rendered by any university, college, or educational institution located in the Dominion of Canada without reference to the Canadian Commercial Corporation or other Canadian clearing agency.

(c) When the Canadian Commercial Corporation requests that the procurement be made direct with Canadian suppliers or contractors.

§ 595.501–50 Secretarial determination of exception.

The Assistant Secretary of the Army (Logistics) determined, on July 10, 1956, pursuant to the authority contained in the Act of March 3, 1933, as amended, popularly called the "Buy American Act" (41 U.S.C. 10 a–d), that it is in the public interest for the Department of the Army to procure military supplies and equipment in Canada since one or more of the following benefits to the United States will accrue therefrom:

(a) Greater standardization of military equipment.

(b) Wider dispersal of hemispheric munitions-production facilities.

(c) Establishment of a supplemental source of supply for the United States and NATO countries.

(d) Increase in defense cooperation between the United States and Canada.

(e) Large savings to the United States in the case of many procurements.

(f) Conservation of domestic facilities, manpower, and raw materials.

(g) Procurement at an earlier date than would be possible if the item were procured from United States sources.

§ 595.501–51 Delegation of authority.

Contracting officers are authorized to procure military supplies and equipment from Canadian sources without regard to the restrictions of the "Buy American Act," provided, the cost to the Government, including duty (whether or not a duty-free certificate may be issued) and transportation to destination, of any military supplies and equipment procured from Canadian sources is less than the cost would be if procured from a source in the United States.

§ 595.501–52 Reference in contractual documents.

A reference to the Secretarial Determination of Exception under the "Buy American Act," referred to in § 595.501–50, shall be placed on the voucher covering payment for each Canadian purchase under this authority, and a similar reference shall be placed in the contract file.

§ 595.503 Agreement with Department of Defence Production (Canada).

See Subchapter A, Chapter I, of this title.

§ 595.503–50 Letter agreement with Department of Defence Production (Canada).

A letter agreement between the Department of Defence Production (Canada) and the Departments of the Army, Navy, and Air Force, dated July 27, 1956, and subsequently amended sets forth policies and procedures applicable to contracts for supplies and services, placed by the Military Departments with the Canadian Commercial Corporation on and after October 1, 1956. The agreement follows:

Dear Sirs: The agreement between the Department of Defence Production (Canada) and the United States Departments of the Army, Navy, and Air Force (hereinafter referred to as the "Military Departments"), evidenced by the letter of February 18, 1952, from the Deputy Minister of Defence Production (Canada), the terms of which were accepted by the Military Departments at Washington on February 26, 1952 (which agreement was amended as of January 13, 1953, December 21, 1955 and June 21, 1956), laid down policies and provided procedures with respect to all contracts for supplies and services placed with the Canadian Commercial Corporation by the Military Departments, up to and including September 30, 1956.

Since experience in the administration of contracts placed by the Military Departments with the Canadian Commercial Corporation (hereinafter referred to as the "Corporation") under the agreement indicates that it is desirable to revise certain policies and procedures set forth in said agreement with

respect to all contracts entered into on or after October 1, 1956, it is therefore agreed, as follows:

1. This agreement applies to all contracts placed, on or after October 1, 1956, by any of the Military Departments with the Corporation. It shall remain in force from year to year until terminated by mutual consent; however, it can be terminated on the 31st day of December or the 30th day of June in any year by either party provided that six months notice of termination has been given in writing. In addition, this agreement provides for certain reciprocal arrangements facilitating procurement by each of the parties in the country of the other.

2. (a) The Corporation agrees that, if the aggregate profit realized by first-tier subcontractors under contracts covered by this agreement, excluding those subcontracts mentioned in subparagraph (b) below, exceeds 10 per cent of the cost (as determined in accordance with Costing Memorandum DDP-31 of the Department of Defence Production (Canada)), the amount of such excess will be refunded by the Corporation to the Military Departments. For this purpose, the aggregate profit shall be computed by the Corporation on all first-tier subcontracts, excluding those mentioned in subparagraph (b) below, taken collectively and not individually. The Corporation shall, in computing such profit, conduct the audits called for in paragraph 5 and such other audits or verifications of costs as it may deem necessary, and shall render to the Military Departments its certificate as to such profit.

(b) Subcontracts placed by the Corporation as a result of formal competitive bidding, and subcontracts placed by the Corporation with Canadian Arsenals Limited or any other department or agency of the Canadian Government, shall not be included in computing the aggregate profit referred to in subparagraph (a) above.

(c) If, as a result of an audit made by direction of the Minister of Defence Production (Canada) under the powers conferred upon him by section 21 of the Defence Production Act (Canada), it is disclosed that any individual subcontractor of any tier, including any subcontractor referred to in subparagraphs (a) and (b) above, has made a profit on a subcontract, under a contract covered by this agreement, in excess of an amount which the Minister considers to be fair and reasonable, the Minister shall take appropriate action to recover such excess, and the amount of any such recovery with respect to that subcontract shall be refunded to the Military Departments.

(d) Contracts for communication and transportation services, and the supply of power, water, gas, and other utilities shall be excepted from the provisions of subparagraphs (a) and (c) above, provided the rates or charges for such services or utilities are fixed by public regulatory bodies; and provided further the Military Departments are accorded any special rates that may be available to the Canadian Government with respect to such contracts.

(e) The Canadian Government, its Departments and Agencies, including but not limited to the Corporation and Canadian Arsenals Limited, a Crown Company wholly owned by the Canadian Government, shall not be entitled to any profit on any contract or contracts covered by this agreement. Any profits which may be realized shall be refunded to the Military Departments except as hereinafter provided:

Before refunding profits realized from the following sources:

(i) net profits of the Canadian Government, its Departments and Agencies, as defined above, with respects to contracts and subcontracts covered by this agreement,

(ii) excess profits referred to in paragraph (a) above, and

(iii) renegotiation recoveries from subcontractors of any tier under contracts covered by this agreement, which recoveries the Military Departments would otherwise be entitled to receive in accordance with the provisions of subparagraphs (a) and (c) above; the Corporation shall be entitled to deduct any losses it may sustain with respect to contracts covered by this agreement.

(f) Interim adjustments and refunds under this paragraph 2 shall be made at such time or times as may be mutually agreed upon but at least once a year as of June 30th. Such interim adjustments shall apply only to completed contracts. The final adjustment and refund shall be made as soon as practicable after the expiration of this agreement.

(g) The profit and loss provisions of this paragraph 2 shall not apply to contracts awarded to the Corporation as the result of formal competitive bidding (initiated by Invitation for Bids).

3. (a) All contracts placed by the Military Departments with the Corporation, except those placed as the result of formal competitive bidding, shall provide for prices or cost reimbursement, as the case may be, in terms of Canadian currency, and for payment to be made in such currency. Therefore, quotations and invoices shall be submitted by the Corporation to the Military Departments in terms of Canadian currency, and such cost data, vouchers, etc., as the contracts require shall also be submitted in terms of Canadian currency. However, the Corporation may elect in respect of any of such contracts to quote, submit the said cost data, vouchers, etc., and receive payment in United States currency, in which event such contracts shall provide for payment in United States currency and shall not be subject to adjustment for losses or gains resulting from fluctuations in exchange rates.

(b) All formal competitive bids shall be submitted by the Corporation in terms of United States currency and contracts placed as a result of such formal competitive bidding shall not be subject to adjustment for losses or gains resulting from fluctuations in exchange rates.

4. The Military Departments and the Corporation shall avoid, to the extent consistent with the declared policies of the Military Departments and the Canadian Government, the making of any surcharges covering administration costs with respect to contracts placed with the Corporation by any of the Military Departments and contracts placed by the Military Departments in the United States for the Canadian Government.

5. To the extent that contracts placed with the Corporation by the Military Departments provide for the audit of costs and profits, such audit will be made without charge to the Military Departments by the Cost Inspection and Audit Division of the Treasury of Canada in accordance with Costing Memorandum Form DDP-31 of the Department of Defence Production, Canada.

6. The Canadian Government shall arrange for inspection personnel of the Department of National Defence (Canada) to act on behalf of the Military Departments with the Corporation and with respect to subcontracts placed in Canada by United States contractors which are performing contracts for the Military Departments, and for the use of inspection facilities of the Department of National Defence (Canada) for such purposes, such personnel and facilities to be provided without cost to the Military Departments. The Military Departments shall provide and make no charge for inspection services and inspection facilities in connection with contracts placed in the United States by the Military Departments for the Canadian Government and, with respect to subcontracts placed in the United States by Canadian contractors which are performing contracts for the Department of Defence Production (Canada). The Department of National Defence (Canada) or any Military Department may provide liaison with the other's inspection personnel in connection with the foregoing. It is understood that either the Department of National Defence (Canada) or any Military Department may in appropriate cases arrange for inspection by its own inspection organization in the other's country.

7. Because of the varying arrangements made by the Canadian Government and the Military Departments in furnishing Government-owned facilities (including buildings and machine tools) to contractors, it is recognized that the matter of inclusion in contracts prices of charges, through amortization or otherwise, for use of such facilities will be determined in the negotiation of individual contracts. However, there shall be avoided, to the extent consistent with the policies of the Canadian Government and the Military Departments, any such charges for use of Government-furnished facilities.

8. (a) The Corporation agrees that the prices set out in fixed-price type contracts covered by this agreement will not include any taxes with respect to first-tier subcontracts; nor shall such prices include customs duties to the extent refundable in accordance with Canadian law, paid upon the import of any materials, parts, or components incorporated or to be incorporated in the supplies, with respect to first-tier subcontracts.

(b) The Corporation agrees that under cost-reimbursement type contracts the Corporation shall, to the extent practicable with respect to first-tier subcontracts, exclude from its claims all taxes and to the extent refundable, in accordance with Canadian law, customs duties, paid upon the import of any materials, parts, or components, incorporated or to be incorporated in the supplies and that any amounts included in such claims representing such taxes and duties shall be refunded or credited to the Military Departments.

(c) The Corporation agrees that to the extent that such taxes and duties can be reasonably and economically identified it will use its best endeavours to cause such taxes and duties to be excluded from all subcontracts below the first-tier and if found to be included to be recovered and credited to the Military Departments.

9. The Corporation recognizes that existing law of the United States prohibits the use of the cost-plus-a-percentage-of-cost system of contracting.

10. Each contract covered by this agreement shall be deemed to include the provisions required by (i) Public Law 245, 82d Congress of the United States (65 Stat. 700; 41 U.S.C. 153(c)) and (ii) Section 719 of Public Law 458, 83d Congress of the United States (68 Stat. 353) or similar provisions that may be required by subsequent legislation.

11. If the above correctly sets forth our mutual understanding, please indicate your acceptance by signing below.

Yours faithfully,

[s] D. A. Golden,
D. A. Golden,
Deputy Minister.

Accepted in Washington, D.C.

[s] F. H. Higgins,
F. H. Higgins,
Assistant Secretary of the Army (Logistics).

[s] R. H. Fogler,
R. H. Fogler,
Assistant Secretary of the Navy (Material).

[s] Dudley C. Sharp,
Dudley C. Sharp,
Assistant Secretary of the Air Force (Materiel).

§ 596.104–12A [Redesignation]

11. Section 596.104–12A is redesignated as § 596.104–12 and the introductory portion is revised to read as follows:

§ 596.104–12 Military Security Requirements.

The Security Requirements Check List (DD Form 254) or other written notification as prescribed by § 7.104–12 of this title shall be transmitted to the contractor, material inspector, and to such other individuals or agencies as determined necessary by the contracting officer:

12. Section 596.104–13 is revoked, § 596.104–50 is revised, §§ 596.104–51 and 596.106–50 are revoked, and new § 596.107 is added, as follows:

§ 596.104–50 Marine risk.

The following clause may be used in contracts for chartering vessels for coastal, harbor, inland water or similar services.

MARINE RISKS

The owner shall assume all marine risks of whatever nature or kind, including all risks or liability for breach of law or statutes or for damage caused to other vessels, persons or property, except as otherwise provided herein. When official storm warnings have been issued or weather and water or other conditions render an operation unusually hazardous and the owner or master protests in writing to the Contracting Officer or his authorized representative against undertaking the operation but thereafter the Contracting Officer or his authorized representative orders him to perform the operation and he undertakes to do so and the vessel is damaged or lost as the proximate result of the unusual hazard protested against and not of the negligence of the owner, master or crew, the Government shall, at its discretion, repair the damage to the vessel or reimburse the owner for the cost of such repairs or for the loss of the vessel, to the extent not covered by insurance and within the limit of funds against which indemnification by the Government to the contractor for such loss or damage may lawfully be charged, but in no case in excess of the value of the vessel immediately preceding the incident causing the damage or loss; and shall, for a period not to exceed ------ days (insert the number of days estimated to repair or replace the vessel), reimburse the owner, within the funds limitation as indicated above, for the actual expenses of stand-by time, as determined by the Contracting Officer. The Contractor shall file a report of such damage or loss within three working days after the date of the incident or the date of the vessel's return to port, whichever is the later date. Failure to file such a report within the time specified shall constitute a waiver of liability of the Government for the damage to or loss of the vessel. Failure to agree to any findings or determinations made by the Contracting Officer hereunder shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes."

§ 596.107 Price escalation (labor and material).

(a) The clause set forth in § 7.107 of this title shall not be used where it is desired to adjust contract prices upon the basis of changes in the original estimates of hours of labor or quantities of materials. The clause may be used in the procurement of items other than those of a standard commercial nature where adequate cost experience has been obtained on previous contracts and where the design of the supplies has been stabilized.

(b) Paragraph (d)(v) of the clause provides that prices may be adjusted only if the change results in an increase or decrease of at least 3 percent of the then total contract price. Authority is granted to deviate from this percentage to provide for a lesser percentage if it is deemed that the value of the contract warrants the administration of price adjustments involving a smaller percentage charge.

(c) When it is planned to include this clause in contracts to be awarded as a result of formal advertising, the invitation for bids will clearly so state and will further state that all bids shall be evaluated after applying the maximum amount of escalation. (§§ 591.201(i) and 591.406(b) of this chapter.)

(d) In the use of the Labor and Material escalation clause, it is emphasized that considerable latitude is permitted and encouraged in the selection of types of labor and material and rates of pay or price per unit to be negotiated under paragraph (b) of the clause. Wherever possible and practicable, cost selected for escalation should be reduced to a type of material price or rate of pay agreement that will require little if any audit review if a price adjustment is called for by either of the contracting parties.

13. Section 596.150–6 is revised, § 596.150–7 is revoked, and new § 596.204–50 is added, as follows:

§ 596.150–6 Cost-plus-a-percentage-of-cost subcontracting.

Pursuant to § 3.401 of this title and § 592.401 of this chapter, the following clause shall be included in all negotiated contracts, other than firm fixed-price contracts, unless the provisions of this clause are otherwise included in a clause prescribed by Subchapter A, Chapter I of this title.

Cost-plus-a-percentage-of-cost subcontracting. The Contractor agrees that no subcontract placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis.

§ 596.204–50 Medical services at Government owned contractor operated installations.

The following clause shall be included in all new and current Government Owned Contractor Operated contracts entered into or amended:

The Contractor will provide as a minimum medical services of a scope which will include (a) treatment of on-the-job illnesses and dental conditions requiring emergency attention; (b) pre-employment examinations; and (c) preventive programs related to health.

14. Sections 598.104, 598.105–52, 598.105–55(d), and 599.107(c) are revised to read as follows:

§ 598.104 Notice and assistance.

For proper action to be taken by contracting officers or others with respect to reports, received by them, of claims of patent infringement asserted against a contractor or a subcontractor, see §§ 598.105–52 and 598.105–53.

§ 598.105–52 Duties of designees.

(a) *Duties.* Each designee is charged with the duty of taking appropriate action, on behalf of the Department of the Army, with respect to each such claim pertaining to the procurement responsibility of his service promptly after knowledge of the claim is brought to his attention. Such action includes the following:

(1) Acknowledgment in writing receipt of the communication in which such claim is asserted. An authorized form of acknowledgment is set forth in § 598.105–54.

(2) Requiring the representative of the claimant to file in duplicate a Notice of Appearance in the form prescribed in paragraph (b) of § 583.1 of this chapter.

(3) Requesting clearance within 30 days from the Chief, Patents Division, to investigate and settle each such claim pursuant to § 598.105–55, inclosing a copy of the communication in which such claim was asserted or reported.

(4) Investigating each such claim upon clearance from the Chief, Patents Division.

(5) Requesting contractors who have agreed to provide "notice and assistance" (§ 9.104 of this title) to furnish evidence and information in their possession which is deemed necessary for proper disposition of such claims. When such evidence and information is to be furnished at the expense of the Government, the expense shall be charged against the funds under which the contract was initially executed.

(6) Settling such claim pursuant to §§ 598.105–58 through 598.105–62, where deemed appropriate.

(7) Making the required distribution of each contract of settlement or partial settlement of such claim pursuant to § 598.105–62.

(8) Preparing and transmitting to the Chief, Patents Division, a final report with respect to each such claim in which no settlement is effected, pursuant to § 598.105–56.

(b) *Action by representative.* The action indicated in paragraph (a) of this section, and wherever referred to in § 598.105, may be performed by an authorized representative of the designee, except for the execution of contracts pursuant to paragraph (a)(6) of this section.

§ 598.105–55 Clearance to investigate.

* * * * *

(d) When clearance has been granted, the designee shall proceed in accordance with § 598.105–52(a) (4) through (8).

§ 599.107 Other types of bonds.

* * * * *

(c) *Riders and endorsements required on fidelity and forgery bonds.* (1) Unless included as a part of the bond form, the provisions set forth in this section shall be required as riders or endorsements to fidelity and forgery bonds. The rider or endorsement shall provide that:

(i) A pro-rata refund of the premium will be made in the event of cancellation by the insured due to completion of the work;

(ii) The contracting officer will be given notice prior to the making of any material change in or cancellation of the bond;

(iii) After a loss has been sustained and with respect to undiscovered or future losses, restoration will be made of the full amount of the bond without additional premium charge; and

(iv) That the surety waives all rights to be subrogated, on payments of losses or otherwise, on any claim against the Government arising out of performance of a cost-type contract.

(2) The surety shall agree, either by rider or endorsement attached to the bond, or by written assurance to the contractor, that it will (i) investigate under the fidelity bond all Class A employees as reported by the contractor and (ii) investigate all claims.

15. Sections 599.108(d), 599.203(b), 599.401 and 599.450 are revised to read as follows:

§ 599.108 Execution and administration of bonds.

* * * * *

(d) *Bond forms.* Standard bond forms are set forth in § 16.805 of this title and shall be used in accordance with the instructions accompanying each form.

§ 599.203 Consent of surety.

* * * * *

(b) *Consent of surety without providing for an increase in the penal sums of bonds previously given.* The consent of the surety may be obtained by letter or other written authorization signed by an official, agent or representative of the surety.

Consent of Surety is hereby given to the foregoing contract modification, and the Surety agrees that its bond or bonds shall apply and extend to the contract as modified or amended thereby.

§ 599.401 Policy.

(a) Where certain laws apply, such as State laws governing workmen's compensation and employers' liability coverage, Federal laws such as the Federal Longshoremen's and Harbor Workers' Act or, in the case of common carrier, cargo insurance as required by Interstate Commerce Commission regulations, the contracting officer shall not impose insurance requirements other than to require a written statement from the contractor that such laws have been complied with and that compliance will continue throughout the period of contract performance. Where the means of compliance is in the form of insurance, such statement shall include the nature of the policies, the names of the insurers, and the numbers, amounts, and policy periods thereof. The contractor shall agree to notify the contracting officer of any cessation of the insurance.

(b) In special cases, other types of insurance may be required by the Head of the Procuring Activity only if such insurance is determined to be necessary in connection with the performance of the contract.

§ 599.450 Work at Government installation.

Contractors performing work called for by the contract within a Government installation shall be required to furnish a statement as described in § 599.401(a) attesting to the existence, in addition to legally required insurance, of Comprehensive General Liability and Automobile Liability insurance, in each instance for both bodily injury and property damage. Such evidence of insurance shall be furnished to the contracting officer and shall be in such limits as is deemed reasonable under the circumstances. In no event shall these limits be less than $5,000 per person, $10,000 per accident for bodily injury and $5,000 for property damage. Where the Financial Responsibility or Compulsory Insurance Law of the State in which the installation is located requires higher limits, the Automobile Liability insurance policy should provide for coverage of at least those limits.

16. Revise § 599.501(a)(5), add new § 599.501-1(c), and revise §§ 599.502, 599.551 and 599.750 to read as follows:

§ 599.501 Policy.

(a) *General.* * * *

(5) The contracting officer, in establishing insurance costs for overhead rate negotiations, shall ascertain to the extent possible that such cost are net after anticipated dividends or other credits, or shall provide for proportionate recovery for the benefit of the Government of any dividends or credits not anticipated in the overhead rate calculations.

§ 599.501-1 Workmen's compensation and employers' liability insurance.

* * * * *

(c) Several States have imposed upon employers the obligation to afford benefits for non-occupational disability as well as for disability in the course of and arising out of employment. Employers may, under State law, be given the option of insuring with companies or underwriters or of self-insuring this obligation. Where the performance of Department of the Army contracts is in a State having such laws, contracting officers will assure that the contractor complies with such laws.

§ 599.502 Self-insurance.

Self-insurance may be approved by the contracting officer in lieu of the insurance requirement for one or more of the mandatory coverages required by §§ 599.501-1, 599.501-2, 599.501-3 and 599.501-4(a) provided that:

(a) The contractor has maintained the practice of self-insurance in respect to such coverage or risk for a period of not less than three years;

(b) Adequate safety inspection and engineering programs are carried on by the contractor;

(c) The contractor has an effective and established policy for claims investigation;

(d) The contractor has established a plan of funding so that the annual cost of "loss payments" remains reasonably constant;

(e) The charges to be made against the contract for the cost of the self-insurance program may reasonably be expected to be less than the charge for an equivalent program of insurance; and

(f) That the government contracts will share equitably in any release of reserve funds.

Self-insurance programs which do not meet the foregoing conditions shall be submitted for approval to the Head of the Procuring Activity prior to acceptance by the contracting officer.

§ 599.551 Group insurance plans.

(a) Group life insurance plans and other forms of insurance provided to employees in order to furnish benefits in the event of death, disability, dismemberment, hospitalization, surgical or medical care shall be subject to approval by the Head of the Procuring Activity. The purpose of this requirement is to insure that greater benefits are not being extended under the Department of the Army cost-reimbursement type contract than are otherwise extended to employees under the contractor's regular commercial operations. When an existing benefit schedule is being increased, such schedule shall also be referred to the Head of the Procuring Activity for approval. When contractor's employees under the cost-reimbursement type contract are covered under the contractor's commercial group life or similar-type insurance policies, provision should be made upon contract completion or termination to insure that any experience refund due will be credited proportionately to the contract and refunded to the Government.

(b) The Defense Department Group Term Insurance Plan is available for use in connection with the purchase of group insurance coverages for employees of a cost-reimbursement type contractor. The Chief of Ordnance is responsible for the operation of this plan within the Department of the Army. Coordination should be effected with the Office, Chief of Ordnance prior to the approval of the use of this plan by the head of any procuring activity. A contractor is eligible for the Defense Department Group Term Insurance Plan only if the number of covered employees is 500 or more, and (1) the contractor is wholly engaged in operations under eligible contracts, or (2) ninety percent or more of the payroll of the contractor's operations to be insured under the Plan arise under eligible contracts.

§ 599.750 Application of National Defense Project Rating Plan.

The procedures applicable to the operations of this Plan are set forth in detail in Bulletins issued by the Conference Committee on the National Defense Projects Rating Plan, Tenth Floor, 200 East 42d Street, New York 17, New York. Copies of these Bulletins have been furnished to the heads of procuring activities. The documents required and procedures normally followed are outlined below:

(a) Insurance policies: Each of the affected Workmen's Compensation, Automobile and General Liability policies must contain the prescribed General Endorsement for that particular policy. The Workmen's Compensation Policy,

in addition, must contain the National Defense Projects Rating Plan Endorsement. Additional endorsements may be required, where appropriate. The forms for the required endorsements and various optional endorsements are set forth in Bulletin Number 8 and supplements thereto.

(b) Preliminary Settlement Exhibits: The Preliminary Settlement Exhibits are submitted annually from six to eight months after the completion of each policy year and after termination of the policy. Samples of these exhibits and instructions for their preparation may be found in Bulletin Number 11.

(c) Premiums: Fifty percent of the "Standard Premium" is usually paid monthly, where the standard premium is established by published rate manuals within the United States and by negotiation outside the United States. Accompanying each preliminary settlement should be a premium refund or a bill for additional premium, dependent upon the cumulative experience of the claims for the project to the date of settlement. A final premium adjustment is made after the Final Settlement Exhibits have been submitted and reviewed (see paragraph (e) of this section).

(d) Assignment to the Government: At the time of completion of the Department of the Army contract(s), all premium refunds, dividends and return premiums are assigned to the Government. The Government also assumes direct liability for any additional premium which may become due. The form of this assignment is found in § 599.752.

(e) Final settlement exhibits: Between eighteen and twenty months after termination of the policies, a computation of premiums for final settlement purposes is prepared by the insurance company. No return premium should be accepted or additional premium paid until this settlement offer has been reviewed in accordance with § 599.554(b).

(f) Release: After the final review has been completed and the final premium refund or payment made, the insurer will be required to furnish a National Defense Projects Rating Plan Release, the form of which is found in Bulletin Number 9.

(g) It is often advantageous to the Government to combine the insurance for several cost-reimbursement type contracts under one National Defense Projects Rating Plan project for premium settlement purposes. The contracts involved may have been negotiated by different procuring activities or by the Departments of the Navy and Air Force, in which case § 599.554 (c) and (d) apply. Situations where combinations of contracts may be advisable are where work under several contracts is performed:

(1) At the same location at the same time by different contractors, such as an Architect-Engineer and a Construction contractor;

(2) At the same location at different times by the same or different contractors, such as construction and operation contracts at a Government Owned Contractor Operated (GOCO) plant or aircraft maintenance contracts which are replaced periodically by new contracts; or (3) at different locations by the same contractor, such as one division of a contractor performing mostly cost-type contracts.

17. Sections 600.102-3, 600.401(a) and 601.101(b)(2) are revised to read as follows:

§ 600.102-3 Gasoline.

(a) The ultimate purchaser of gasoline upon which tax of 3 cents per gallon has been paid is entitled to a refund of 1 cent per gallon, if such gasoline is:

(1) Not used as fuel in a highway vehicle (e.g., used in a motorboat, air compressor, electric generator, etc.); or

(2) Used as fuel in a highway vehicle which is owned by the United States, or is not registered or required to be registered for highway use under the laws of any state or foreign country, and such vehicle is not used at any time on public highways during the one-year period covered by the claim.

The period covered by a claim for refund runs from 1 July of one year through 30 June of the following year, and a consumer of gasoline may submit only one claim for all of the gasoline used by him during such one-year period. Further, such annual claim must be submitted no later than September 30 following the 30 June on which such one-year period ends. Ordinarily the one-cent refund represents an amount which will be credited to miscellaneous receipts of the United States Treasury. In such cases, no useful purpose is served by seeking a refund. However, where an installation or activity is operating under a working capital fund, the refund received from the Treasury Department will revert to the corpus of the working fund. To the extent it is economically advantageous to do so, activity and installation commanders operating under working capital funds shall establish procedures for compilation of gasoline tax refund claims on a fiscal year basis, and will make direct application to the District Director, Internal Revenue Service for tax refunds due under these procedures.

(b) Section 11.204 of this title and § 600.204 of this chapter establish policies and procedures relating to manufacturers' and retailers' excise tax on gasoline purchased for aircraft and vessels.

§ 600.401 Fixed-price contracts.

(a) Subject to the exception in paragraph (b) of this section and to such variations as may be prescribed by the Department of Defense or other competent authority (including Standard Forms so prescribed for use).

(1) The clause appearing in § 600.401-1 shall be inserted by contracting officers in all formally advertised contracts, and in negotiated fixed-price contracts in excess of $2,500 when the contracting officer is satisfied that, by virtue of competition or otherwise, the contract price excludes contingencies for State and local taxes.

(2) The clause appearing in § 600.401-2 shall be inserted in all other negotiated fixed-price contracts in excess of $2,500.

(3) Printed forms of the Department of the Army or any of its agencies shall be revised, if necessary, to conform with the foregoing.

§ 601.101 Labor relations.

* * * * *

(b) *Labor responsibility.* * * *

(2) Subject to the restrictions in subdivisions (i) and (ii) of this subparagraph, the Head of the Procuring Activity concerned is authorized to communicate with local labor organizations and the local offices of Federal agencies in connection with labor matters of concern to a particular activity, but no action which is not mutually acceptable to the Head of the Procuring Activity and the local organization shall be taken without requisite coordination.

(i) All inquiries to the Federal Mediation and Conciliation Service for information regarding the status of arbitration or mediation proceedings, the nature of the dispute and similar inquiries shall be directed only to the Regional Office of Federal Mediation and Conciliation Service.

(ii) The Department of the Army representatives will not volunteer or answer requests from representatives of labor, management or Federal agencies for statements of interest in a work stoppage or dispute without prior clearance from The Labor Advisor, Office of the Deputy Chief of Staff for Logistics, Headquarters, Department of the Army, Washington 25, D.C. When necessary, such clearance may be obtained by telephone or other informal means and written confirmation of all informally reported facts shall be made as soon as possible thereafter.

18. Revise §§ 601.806, 601.806-1, 601.806-2, 601.806-3, add new § 601.806-4, revoke § 601.806-6, revise § 601.806-7, and add new § 601.806-8, as follows:

§ 601.806 Administration.

§ 601.806-1 General.

(a) *Compliance officers.* Commanding general, ZI armies, the Commanding General, Military District of Washington, and the chief of each technical service shall appoint a labor compliance officer to supervise the nondiscrimination program. A field labor compliance officer shall be appointed at each major field purchasing office to handle all investigations of alleged violations of the nondiscrimination clause. In appointing such officers, heads of procuring activities and purchasing offices should normally utilize their existing labor relations personnel.

(b) *Reports.* Reports required by this subpart are exempt from reports control.

§ 601.806-2 Educational responsibility.

(a) It is the responsibility of field labor compliance officers to appraise contracting officers, and other personnel concerned with procurement, of their responsibility in obtaining compliance with the nondiscrimination clause.

(b) Contracting officers are responsible for notifying prospective contrac-

tors of the nondiscrimnation program. This may be done by an appropriate correspondence or giving such contractors an edition of "How to Sell to the Department of Defense" which outlines the policy of the Government with respect to nondiscrimnation in employment. In addition, contracting officers may explain the nondiscrimnation program during discussions with contractors or potential contractors.

§ 601.806-3 **Posting of notices.**

Contracting officers shall transmit the posters to contractors by a letter substantially as follows:

In accordance with Executive Order No. 10557, signed by the President on September 3, 1954, your contract with the Department of the Army contains a provision in which you agree not to discriminate against any employee, or applicant for employment, because of race, religion, color, or national origin. Further, you have agreed to insert this provision in appropriate subcontracts.

Your contract also requires you to display in conspicuous places, available to employees and applicants for employment, "Posters," setting forth the provisions of the nondiscrimination clause.

I have disclosed copies of the poster which you have agreed to display. Upon request, I shall supply additional copies for subcontractors who are subject to this poster requirement.

If you have any questions concerning your obligations under the nondiscrimination clause or display of the posters, please do not hesitate to call on me.

§ 601.806-4 **Compliance reviews.**

(a) *Routine reviews.* (1) Routine reviews are brief reviews of contractors' and subcontractors' compliance with the provisions of the Nondiscrimination in Employment clause (§ 12.802 of this title). They should be considered a normal part of contract administration procedures, but are not necessarily required to be conducted as to every contract or subcontract, or as to every contractor or subcontractor. If the contractor's or subcontractor's plant, facility or sight of work is visited by procurement personnel in the course of normal contract administration, a check should be made for compliance with the nondiscrimination clause using the routine review procedure. In the event that a particular contractor or subcontractor receives contracts from time to time, or firms in particular industries or areas are not subject to plant visitation, special compliance reviews on a selective basis may be made at the discretion of the contracting officer in lieu of the routine review.

(2) Routine reviews shall include the following:

(i) Verification that nondiscrimination posters are appropriately displayed;

(ii) Ascertainment that the nondiscrimination clause is included in all subcontracts not exempted by the clause;

(iii) Examination of employment application forms and referral forms from employment agencies to insure that they do not contain questions, the answers to which might give rise to suspicion of discriminatory action; and

(iv) Examination of the contractor's published policy against discrimination in employment by reason of race, color, creed or national origin; and assurance that such policy has been communicated to all echelons of management.

(3) Reporting—Any deficiencies found as a result of routine compliance reviews which, standing alone, do not indicate a violation, e.g., inadvertent failure to post the required nondiscrimination poster, should be corrected by the contracting officer. Reports of review in such cases, including description of corrective action taken to effect compliance, shall be submitted in quadruplicate, through channels, to the Deputy Chief of Staff for Logistics, Department of the Army, Washington 25, D.C., Attn: Labor Advisor, in form suitable for transmission through channels to the President's Committee on Government Contracts. Names of contractors involved need not be furnished. In the event that deficiencies found as a result of routine compliance reviews suggest the existence of violations of the nondiscrimination clause, the report of review should be referred to the labor compliance officer of the procuring activity (§ 601.806-1(b)) for complete investigation in accordance with § 12.806-5 of this title. The review in these cases shall be considered the "Complaint" to which reference is made in §§ 12.806-5 and 12.806-7 of this title.

(b) *Special reviews.* Department of the Army or technical service labor compliance officers may receive requests to conduct special reviews of contractor performance. The primary purpose of these reviews will be to develop information concerning the progress being made under the nondiscrimination program. Reports of these special reviews will be transmitted, through channels, to the Deputy Chief of Staff for Logistics, Department of the Army, Washington 25, D.C., Attn: Labor Advisor. Reviews may include the following:

(1) Examination of blank employment application and other personnel forms used by contractor for discriminatory questions or materials.

(2) Visits to local employment offices of the United States Employment Service, to determine what requests the contractor files with them and their experience as to contractor hiring of members of minority groups.

(3) Check of contractor compliance with the poster requirement and insertion of nondiscrimination clause in subcontracts.

(4) Discussion with the contractor or his personnel officers to ascertain his participation and experiences under the nondiscrimination program. The discussions should include employment, training, promotion, grades of jobs open to members of known minority groups, any changes in policy, any changes planned by the contractor, and contractor suggestion for furtherance of the nondiscrimination program.

(5) Discussions with representatives of at least one local known minority group organization concerning degree of participation in the nondiscrimination program in the community, including participation of company being surveyed. Should any organization have a complaint it should be pointed out that the purpose of the survey is purely informational, and that any complaint should be submitted to the President's Committee on Government Contracts.

(6) If there is a State or local nondiscrimination authority, discussions with officials of such authority concerning the contractor's participation in the nondiscrimination program.

§ 601.806-7 **Processing of complaints.**

(a) Any complaint and all requests for investigation as a result of compliance reviews (§ 601.806-4(a)) shall be referred to the appropriate army or technical service labor compliance officer. If it appears that a complaint cannot be disposed of by education and where appropriate by mediation, conciliation, or persuasion, such labor compliance officer will direct an investigation of the case. If there is doubt as to the agency with primary interest, the case will be transmitted through channels to the Deputy Chief of Staff for Logistics, Department of the Army, Washington 25, D.C., Attn: Labor Advisor.

(b) In investigating a complaint, field labor compliance officer shall take the following actions where applicable:

(1) Inform all parties involved that he is acting on behalf of the Department of the Army in carrying out the President's nondiscrimination program.

(2) Throughout the investigation he should be alert to opportunities for settling the matter by conciliatory means. If it appears that the complaint can be disposed of by conciliation and mediation, the field labor compliance officer may encourage the parties to meet and resolve their differences. If the case is thus adjusted, a report, describing the understanding reached should be submitted in accordance with the procedures set forth in § 601.806-8. This report should include copies of any document pertinent to the understanding reached (e.g., memorandum of agreement, exchange of letters).

(3) Check and report contractor's compliance with the contract requirement that nondiscrimination posters be displayed. In the event of noncompliance the report should include the contractor's reasons therefor and other pertinent facts.

(4) All cases which are not adjusted by conciliatory means should be investigated in such a manner as to develop all pertinent information available. The following is a check list of items which should be included in the field labor compliance officer's report of investigation where applicable. This list is not to be considered as limiting the report to the items enumerated.

(i) Statements of all parties, their representatives, and material witnesses, including complainant, any minority group organization representing him, and any representatives of the contractor who dealt with the complainant.

(ii) Statement setting forth facts to show whether the alleged discrimination is "in connection with the performance of work under" a Government contract.

(iii) Statement of whether the contractor has included the nondiscrimina-

tion provision in subcontracts where required.

(iv) Copies of summaries of contractor's advertisements, forms, or records which furnish evidence of discrimination against the complainant of recent discriminatory practices or policies.

(v) Summary of any actions taken via labor-management grievance procedures concerning the case.

(vi) Review of State or municipal nondiscrimination authority's past experience with the contractor on compliance.

(vii) Description of the system used by the employer with respect to hiring, upgrading, layoff, demotion, termination, transfer, pay or selection for training or apprenticeship; and statement whether the action taken with respect to complainant was in accordance with the system; and the reason for any divergence therefrom.

(viii) Factual statement of complainant's qualifications or lack thereof with respect to the position, pay, training, or transfer sought, demotion, layoff, termination, or reduction in pay.

(ix) Verification that the contractor had the vacancy sought by complainant.

(x) Statement of contractor's treatment of others of the same minority group as complainant.

(xi) Recommendations for finding on whether the contractor is in compliance.

(xii) Recommendations as to future action with respect to the contractor.

(5) (i) In order to obtain the information set forth in subparagraph (4) of this paragraph, or other pertinent information, it may be necessary to ascertain the race, religion, color, or national origin of various persons. Such inquiries should not be made where it appears that they may provoke resentment or embarrassment.

(ii) Field labor compliance officers should, in the conduct of investigations and reviews, endeavor to avoid unnecessary interference with contractor personnel or industrial relations.

(iii) If advice or guidance is needed concerning further steps to be taken in the investigation, a request for such advice or guidance, accompanied by an interim report of the facts developed, may be transmitted, through channels, to the Deputy Chief of Staff for Logistics, Department of the Army, Washington 25, D.C., Attn: Labor Advisor.

§ 601.806–8 **Reporting channels.**

Report will be prepared to reach the Zone of Interior army or technical service labor compliance officer in quintuplet. They should be suitable and proper for transmission to the President's Committee on Government Contracts. In cases of noncompliance with the provision of the nondiscrimination clause, the report will include all efforts made by the field labor compliance officer and the office of the head of the procuring activity to effect compliance. The foregoing items shall be forwarded in quadruplicate, through channels, to the Deputy Chief of Staff for Logistics, Department of the Army, Washington 25, D.C., Attn: Labor Advisor.

19. Sections 605.503–1, 606.201, 606.202 and 606.203–3(e) are revised to read as follows:

§ 605.503–1 **General.**

(a) DD Form 731 is prescribed for use in Continental United States for contracting for the repair and alteration of vessels and other floating equipment, except for minor repairs accomplished while the vessel remains in the possession of the Government.

(b) Provisions of this subchapter such as those applicable to approval of awards, preaward surveys, procurement action reporting, formal advertising, authority to negotiate, etc., apply to the placement of individual job orders rather than to the master contract itself.

(c) The provisions of DD Form 731 relating to Government property do not conform to Part 13 of this title. Job orders placed under DD Form 731 contracts are exempt from the requirements of Part 13 and § 30.2 of this title. However, provisions not in conflict with DD Form 731 may be included in individual job orders making Government property furnished under such job orders subject to specific requirements of § 30.2 of this title.

(d) Clause 3(b) of DD Form 731 is a provision for the placement of letter contracts for vessel repair work. Accordingly, all job orders placed under Clause 3(b) are subject to the limitations, approvals, and other provisions of Subchapter A, Chapter I of this title and this subchapter relating to letter contracts.

(e) Contracting officers shall delete all of clause 8, paragraph (e), except the last sentence.

(f) Clause 23 of DD Form 731, entitled "Walsh-Healey Public Contracts Act," is not applicable to contracts for the repair and alteration of vessels entered into by the Department of the Army. The following additional clause shall be included in all contracts entered into by the Department of the Army on DD Form 731:

CLAUSE 39. *Alteration in Contract*. The following alterations have been made in the provisions of this contract:

Clause entitled "Walsh-Healey Public Contracts Act" is deleted.

(g) Contracts entered into on DD Form 731 shall be numbered in accordance with § 606.203–4 of this chapter. Each job order issued under such contracts shall contain a reference to the number of the master contract under which it is issued.

§ 606.201 **Documentary evidence of purchases.**

(a) *Requirements*. All purchase transactions made by a contracting officer shall be evidenced by written contracts (§ 1.201–6 of this title) on approved contract forms, as prescribed in Part 16 of this title and Part 605 of this chapter, and in applicable procuring activity instructions, except:

(1) Those in which payments are made coincidentally with respect of the supplies or services; and

(2) As authorized by §§ 606.409–1 and 592.405–51 of this chapter.

(b) *Negotiated purchases not in excess of $2,500*. If the purchase is made under the authority of § 592.203 of this chapter the original of any written quotation supporting the transaction need not be forwarded to the General Accounting Office, but if not forwarded it shall be retained in the contract file (31 Comp. Gen. 124). This exemption does not apply to purchases under the imprest fund procedure. Imprest fund transactions shall be accomplished under § 3.604 of this title, and § 592.604 of this chapter.

§ 606.202 **Execution of contracts; requirements.**

(a) *Availability of funds*. Contracting officers shall, prior to the incurrence of an obligation, obtain a certification of availability of funds from the appropriate individual(s) specifically designated in writing by the commanding officer responsible for the underlying allotment to so certify. The certification will contain a citation of the proper funds to be charged and a statement that sufficient funds are available for payment of the contractual obligation to be incurred. The certificate shall be retained in the contract file. The designated individual(s) effecting the certification of availability of funds shall be responsible for determining the proper funds to be charged and the sufficiency thereof. The complete accounting classification chargeable shall be cited on all contracts, purchase orders, and delivery orders. The signature of a contracting officer on a contract, purchase order, or delivery order constitutes a certification of the availability and sufficiency of the funds cited. The contracting officer shall be responsible for insuring that final delivery, acceptance and payment, under the terms of the contract, are completed prior to expiration of the period in which the funds cited in the contract are authorized for expenditure.

(b) *Contracting officer's signature*. In the case of formal advertising, the personal signature of the contracting officer on the award consummates the contract. In the case of negotiated contracts, the contracting officer shall personally sign on behalf of the United States after the contractor has signed, except where otherwise required by the particular contract form, as for example when DA Form 47 is used. In addition, the contracting officer's rank or title shall be indicated. Proxy and facsimile signatures are not permissible.

(c) *Signature by agents of contractors*. Contracts executed on behalf of contractors by agents must be accompanied by evidence satisfactory to the contracting officer, of the agent's authority to do so.

(d) *Signature by corporate officers*. In the case of corporations, the amount and type of evidence to be required to determine the authority of a particular corporate officer to bind a corporation is for administrative determination by the contracting officer, subject to the limitation that the interest of the Government shall be protected. The contracting officer need not require that corporations execute a certificate in the form included in DD Form 351–2 (Signature and Certificate Sheet), provided he obtains other evidence which satisfactorily shows that the agent is empowered to bind the corporation.

(e) *Contracts with partnerships*. Contracts entered into with partnerships

shall be executed in the partnership name and shall enumerate the names of all the partners. The contract need be signed by only one partner provided the authority of the particular partner to effectively bind the partnership has been established. The contracting officer need not require that partnerships execute a certificate in the form included in DD Form 351-2 provided he obtains other evidence which satisfactorily shows that the partner is empowered to bind the partnership.

(f) *Presigned contracts subject to approval.* Contracts subject to the approval of higher authority as prescribed by this subchapter or by instructions of heads of procuring activities or both, are not binding on the Government until so approved, even though signed by both parties.

(g) *Contracts subject to approval of award.* Where approval of award of a contract is required either by § 606.204 or by instructions of heads of procuring activities or both, no contract shall be entered into or signed by a contracting officer until approval to award the contract has been obtained.

(h) *Date of signature.* Where contracts, agreements, orders requiring acceptance, amendments, and similar documents require one or more signatures in order to constitute a valid obligation of funds, the signatures shall be affixed prior to the expiration of the period for obligation of the appropriation or fund involved; and the actual date when such signatures are affixed shall be placed adjacent to the signature. However, the date of execution of a notice of award or letter contract shall be the date of obligation of the funds covered thereby, notwithstanding that a definitive contract is issued thereafter and is effective on the date of execution of the notice of award or letter contract.

§ 606.203-3 Contracts required to be numbered.

* * * * *

(e) Except as required by § 592.650-9 (a) of this chapter, the instructions contained in this section do not apply to DD Form 1155 used in connection with the Small Purchases Procedure (Subpart F, Part 3 of this title and Subpart F, Part 592 of this chapter).

20. Revise §§ 606.208, 606.209, and 606.210, and revoke § 606.211, as follows:

§ 606.208 Contracts pertaining to the Army Industrial Fund.

(a) *General.* (1) Purchasing and contracting at installations operating under the Army Industrial Fund will be governed by this subchapter. The procedures prescribed herein apply to the numbering and distribution of contracts pertaining to the Army Industrial Fund. These procedures do not apply to Army Stock Fund contracts, nor to the preparation and processing of DD Form 1155 (§ 592.650 of this chapter).

(2) Where a contract provides for payments from the Army Industrial Fund and other funds, the contract concerned will be assigned two numbers. One number as provided by paragraph (b) of this section to identify the contract as relating in part to the Army Industrial Fund and an alternate number as provided by § 606.203-4. Copies of these contracts shall be distributed in accordance with the provisions of paragraph (c) of this section and § 606.206.

(b) *Numbering.* (1) Army Industrial Fund contracts shall be numbered as follows:

(i) The capital letters "DA."

(ii) The station number assigned the installation for utilization in accounting transactions of the Army Industrial Fund.

(iii) Industrial fund project number assigned to the installation concerned and indicated in the Army Fiscal Code.

(iv) Letter symbol of the activity under whose jurisdiction the contract is awarded (§ 606.203-4(a)).

(v) Serial number of the contract.

(2) Example: DA-28-017-501-ORD-1

(3) Subparagraph (1)(v) of this paragraph does not require the initiation of a new series of serial numbers at existing installations. Newly activated installations will begin with number 1 as the serial number of the first contract awarded, and continue the numerical sequence in the same manner as provided by § 606.203-4(a)(4) for other than Industrial Fund Contracts.

(c) *Distribution.* There will be retained at the site of operations the originals of all contracts and related documents (except those pertaining to transportation services) supporting disbursements from, and collections for, the Army Industrial Fund at the installation or activity concerned. Where a contract provides for payment from the Army Industrial Fund and other funds, an authenticated copy of the contract and related documents will be distributed as prescribed in § 606.206.

§ 606.209 Information releases by contractors.

(a) *Production contracts.* Prior to making an award of a contract for production of military equipment or supplies, excluding purchase orders of $2,500 or less, the contracting officer shall insure that the prospective contractor has a copy of, and is familiar with, the contents of Department of Defense Directive 5230.3 (Reissue of DOD Dir. No. 700.05-3, dated 18 January 1952). The purpose of this Directive is to provide public information security guidance governing the public release of information by manufacturers holding Army, Navy, or Air Force contracts for the production of military equipment or supplies. If a copy of DOD Directive 5230.3 is not available, copies of the following paragraphs, a through f, will be furnished the prospective contractor:

RELEASABLE AND NON-RELEASABLE INFORMATION

a. Manufacturers who receive from the Departments of the Army, Navy, and Air Force awards of classified or unclassified contracts, letters of intent or supplemental agreements for production of military equipment or supplies or for increased production of materials now being produced may release to the public information of the following general nature concerning any individual contract without further specific clearance by the Department of Defense:

(1) A statement that a contract (or letter of intent) has been received.

(2) Type of item in general terms (i.e., aircraft of standard types, tanks, trucks, ammunition, clothing, etc.) provided that the designation of the item or equipment itself is not classified.

(3) In the case of unclassified negotiated or formally advertised contracts, releases may include the name of the purchasing office, a brief description of the commodity or service, quantity, and dollar amount of the contract.

(4) A statement that workers in certain fields are required. Number of additional personnel needed by the plant may be announced.

(5) Subject to restriction listed in this guidance, a contractor may advertise for bids from prospective subcontractors for component parts or services in those cases where the subsequent contract itself will be unclassified.

(6) Information previously officially approved for release.

b. Contractors will not release to the public information of the following nature concerning such contracts, unless specifically approved and cleared by the Security Review Branch, Office of Public Information, Office of the Secretary of Defense, Washington 25, D.C.

(1) Production schedules, future planning on production schedules, or rates of delivery.

(2) Information on sources of supply, quantities and qualities of strategic or critical supplies and movements, assembly or storage of supplies or materiel.

(3) Information on sabotage attempts or plant security measures.

(4) Information on any research and/or development contracts.

(5) Information, including any photograph, sketch, or plan concerning first models of weapons or equipment, outstanding production achievements, or performance of weapons or equipment.

(6) Information on material for shipment to allied governments under MAP, NATO, etc.

(7) Movement of military aircraft. (This restriction is applicable to all cases, including those where actual movement order is unclassified. This action is to reduce unauthorized disclosure of aircraft deliveries, modification and conversion programs.)

(8) Movement of naval vessels, unless approved by the responsible commander.

(9) Classified information.

c. A subcontractor or branch plant involved in military production programs also may release information subject to paragraphs a and b above, provided he does not:

(1) Indicate he is sole supplier.

(2) Indicate the percentage of the prime Contractor's requirements. he provides in terms of quantity or dollar value.

(3) Reveal rates of production or deliveries.

d. Manufacturers outside the continental United States, may after initial public release by the Secretary of Defense, release to the public information subject to the provisions of this guidance. For initial release the contracting agency should forward pertinent information regarding the contract, together with the manufacturer's proposed release, through the Department of the Army, Navy, or Air Force, as the case may be, to the Secretary of Defense. The Office of Public Information will make the original release if appropriate.

e. In order that manufacturers holding classified contracts may make statement of business reports to stockholders, stock exchange, etc., the total company-wide dollar value of backlog may be released provided:

(1) That only the Department of Defense total is used and not broken down by individual military service or item.

(2) That the release does not reveal the quantity or volume of individual orders.

(3) That the report is not made for periods of less than three months.

f. In case of doubt as to the releasability of information, contractors, factories, subcontractors, etc., may contact the Security Review Branch for advice, or may refer to the contracting agency.

(b) *Research and development contracts performed by colleges and universities.* Prior to making an award of a research and development contract with college or university the contracting officer shall insure that the prospective contractor has a copy of, and is familiar with, the provisions of Department of Defense Directive, 5230.5 dated September 24, 1953. The purpose of this directive is to provide security guidance governing the public release of information by colleges and universities holding Department of Defense research and development contracts, letter contracts or supplementary agreements. The release of unclassified information derived from research and development contracts is encouraged, since dissemination of such information will accrue to the general benefit of the United States. Recognition that scientists receive from publication of the results of their work is of great importance to them as a personal incentive, and is, in a sense, a part of their compensation. If a copy of DOD Directive 5230.5 is not available, copies of the following paragraphs a, b, and c will be furnished the prospective contractor:

RELEASABLE AND NON-RELEASABLE INFORMATION

a. Colleges and universities which are awarded unclassified Defense research and development contracts, letter contracts or supplemental agreements may release to the public without further specific clearance by the Department of Defense the following information:

(1) A statement that a contract, letter contract or supplementary agreement has been received.

(2) The type of contract (i.e., a proposal for a new electronics system or a high altitude research study), provided the release of information is not limited by terms of the contract.

(3) Information of public or professional interest pertinent to research and development accomplished under the contract, provided the release of such information is not limited by terms of the contract.

(4) Information previously officially approved for release.

b. Department of Defense agencies or colleges and universities will not make public releases regarding research and development projects performed under contract for the Department of Defense or its agencies without proper clearance if:

(1) The contract is classified.

(2) Such information pertains to research, methods, or end products that develop a security classification in an otherwise unclassified contract.

(3) Special agreements concerning the release of information are written into the contract. (In such cases the military contracting agency or its representative in charge of the contract will be consulted).

c. In case of doubt as to whether release of information will cause a breach of security, the college or university is responsible for obtaining proper clearance prior to release of information. Normally, such material will be referred to the military contracting agency, which will accomplish coordination of the proposed release with the Office of Security Review, Office of the Assistant Secretary of Defense (Public Affairs). In cases of emergency, the Office of Security Review may be consulted directly for advice and clearance. In this connection, consideration will be given to the fact that contracts may involve more than one of the military services or Federal agencies.

§ 606.210 Organization and maintenance of contract files.

This section establishes general guidelines which will insure that every preaward transaction file and contract administration file documented to provide a complete history of the contractual actions and the basis for the individual actions taken, and establish a system for the organization of those files which will facilitate locating any particular document with the least practicable delay. The types of documents set forth in this section shall be included in these files to the extent practicable. Where procurements utilize the simplified purchase procedures, compliance with the requirements of those procedures will be considered to constitute adequate contract file documentation.

(a) *Pre-award file; Section A; Pre-Award Section.* (1) Copy of procurement directive.

(2) When procurement is by negotiation appropriate documentation as to necessity for negotiation when over $2,500.

(3) List of firms solicited, or justification in the event only one firm was solicited.

(4) Security Requirements Checklist.

(5) Pre-Award Survey.

(6) Invitation for Bids or Requests for Proposals, including drawings and specifications, or reference thereto.

(7) Bids or proposals received, including:

(i) Complete record of negotiations,

(ii) Price and Cost Analysis Data,

(iii) Memorandums for Record,

(iv) Statement that notice was sent to unsuccessful bidders, and

(v) Bid Bond.

(8) Summary of Proposals or Abstract of Bids.

(9) Report of equal bids.

(10) Determinations and Findings.

(11) Review of proposed award(s).

(12) Approval of award.

(13) Exemption from "Buy American Act."

(14) Deviation approvals.

(15) Any other pre-award documents and correspondence not covered by the above subparagraphs of this paragraph.

(b) *Contract Administration File*—(1) *Section B; Contract Section.* (i) Contract (signed number) including any Letter Contract.

(ii) Change Orders in numerical sequence.

(iii) Supplemental Agreements in numerical series. (A single numerical series may be used for subdivisions (ii) and (iii) of this subparagraph.)

(iv) Bonds, except Bid Bond.

(v) Insurance policies or certificates of insurance which apply to operations under several contracts, shall be filed with one contract and a cross reference placed in all other applicable contract files.

(vi) Copy of Individual Procurement Action Report.

(vii) Information regarding royalties.

(viii) Contractor's Statement of Contingent Fees.

(ix) Neutrality Act certification of registration.

(x) Priority data and Controlled Materials Plan data.

(xi) Price adjustment data, including contractor's proposals, price analyst recommendations, audit reports and negotiation reports.

(xii) Waivers.

(xiii) Any other documents and correspondence not covered by above items which properly belong in Section B.

(2) *Section C; Property Section.* (Separate files sections may be maintained for Government-furnished property and for contract items.)

(i) End item delivery date, i.e., Material Inspection and Receiving Report—or other shipping documents with recap and storage data as appropriate (paragraph 303.3, § 30.2 of this title).

(ii) Subsidiary inspection documents such as Lot No. reports, technical data, report of sub-lot inspection, etc.

(iii) Inspection requisitions and correspondence by other districts relating to inspection.

(iv) Other inspection correspondence.

(v) Statement as to quality of contractor's product.

(vi) Bills of lading.

(vii) Report of Survey (incident to shipment) and other instruments affecting relief of responsibility for Government property except "Written Advices", i.e., special reports from the contractor on which the property administrator determines a "Written Advice" is not required or other instances where, under the provisions of paragraph 402, § 30.2 of this title, a contractor is relieved of responsibility for property other than consumption (paragraph 303.1(d), § 30.2 of this title and § 602.1708-2 of this chapter).

(viii) Copy of contracting officer's written determination and findings concerning loss, damage, shortage or destruction of contract items or of Government property used, including excess consumption (paragraphs 402.1(e) and 402.2(a), § 30.2 of this title).

(ix) Disposal data—at contract completion (Subpart F, Part 8 of this title).

(x) Property correspondence in chronological order or sufficiently indexed for ready reference.

(xi) Where the Government maintains the official property control records under the deviation authority contained in paragraph 301(a), § 30.2 of this title, or paragraph 207.1, § 30.3 of this title, the property file will contain those records set forth in §§ 30.2 or 30.3 of this title necessary for effective property control (§ 602.1705-1 of this chapter).

(xii) Contractor's written receipt for Government-furnished property (paragraph 303.1, § 30.2 of this title).

(xiii) Data, where appropriate, in connection with contractor acquired facilities (§ 602.1705-1(b) of this chapter).

(xiv) All other records required to be maintained by § 30.2 or § 30.3 of this title.

(3) *Section D; Fiscal Section.* (i) Invoices and Vouchers.

(ii) Other documents relating to payments.

(iii) Documents and correspondence relating to financial assistance to contractor.

(4) *Section E; Termination Section.* (i) Notice of Termination.

(ii) Contractor's settlement proposal.

(iii) Auditor's report.

(iv) Price Analyst's report.

(v) Inventory schedule.

(vi) Storage of Layaway agreement.

(vii) All termination correspondence.

(viii) Negotiator's report.

(ix) Property disposal.

(x) If termination for default:

(*a*) Copy of contracting officer's findings.

(*b*) Summary of initial action taken to buy against, and all subsequent action on appeals taken, if any.

(5) *Section F; Renegotiation Data.* (1) Efficiency of contractor.

(2) Reasonableness of costs and profits.

(3) Capital employed.

(4) Extent of risk assumed.

(5) Contribution to the National Security.

(6) Character of business.

[C 14, APP, Jan. 7, 1959] (Sec. 3012, 70A Stat. 157; 10 U.S.C. 3012. Interpret or apply secs. 2301-2314, 70A Stat. 127-133; 10 U.S.C. 2301-2314)

[SEAL] R. V. LEE,
Major General, U.S. Army,
The Adjutant General.

[F.R. Doc. 59-2043; Filed, Mar. 10, 1959; 8:46 a.m.]

Title 33—NAVIGATION AND NAVIGABLE WATERS

Chapter II—Corps of Engineers, Department of the Army

PART 202—ANCHORAGE REGULATIONS

PART 203—BRIDGE REGULATIONS

Casco Bay, Maine; Indian River, Florida

1. Pursuant to the provisions of section 1 of an Act of Congress approved April 22, 1940 (54 Stat. 150; 33 U.S.C. 180), paragraph (a-1) of § 202.5 designating a special anchorage area in Merriconeag Sound at Harpswell, Maine, is hereby amended to correct the boundary of the area, as follows:

§ 202.5 Casco Bay, Maine.

* * * * *

(a-1) *Merriconeag Sound, Harpswell.* The area comprises that portion of the Sound beginning at a point on the shoreline about 1,000 feet northeasterly from the southwesterly extremity of Orr's Island at latitude 43°45'09'', longitude 69°59'14'', thence extending 290° (True) to a point at latitude 43°45'10'', longitude 69°59'20'', thence extending 20° (True) to a point at latitude 43°45'34'', longitude 69°59'05'', thence extending 110° (True) to a point on the shoreline at latitude 43°45'33'', longitude 69°58'58'', thence along the shoreline to the point of beginning.

NOTE: The area is principally for use by yachts and other recreational craft. Fore and aft moorings will be allowed. Temporary floats or buoys for marking anchors in place will be allowed. All moorings shall be so placed that no vessel, when anchored, shall at any time extend beyond the limits of the area. Fixed mooring piles or stakes are prohibited. All anchoring in the area shall be under the supervision of the local harbor master or such authority as may be designated by authorities of the Town of Harpswell, Maine.

2. Pursuant to the provisions of section 5 of the River and Harbor Act of August 18, 1894 (28 Stat. 362; 33 U.S.C. 499), § 203.436 (a) governing the operation of bridges over Indian River at Cocoa, Eau Gallie and Melbourne, Florida, is hereby amended with respect to the bridges at Eau Gallie and Melbourne to allow an additional 30 minutes of closed period during the afternoon, to relieve congestion of highway traffic, as follows:

§ 203.436 Indian River, Fla.; State Road Department of Florida bridges at Cocoa, Eau Gallie and Melbourne.

(a) Except as provided in paragraphs (b) and (c) of this section, the owner of or agency controlling the bridges at Cocoa, Eau Gallie and Melbourne shall not be required to open the drawspans between 6:45 a.m. and 7:45 a.m. and between 4:15 p.m. and 5:45 p.m., Monday through Friday of each week.

[Regs., Feb. 20, 1959, 285/91-ENGWO] (Sec. 1, 54 Stat. 150, sec. 5, 28 Stat. 362; 33 U.S.C. 180, 499)

[SEAL] R. V. LEE,
Major General, U. S. Army,
The Adjutant General.

[F.R. Doc. 59-2042; Filed, Mar. 10, 1959; 8:45 a.m.]

PROPOSED RULE MAKING

DEPARTMENT OF THE TREASURY

Internal Revenue Service

[26 CFR (1939) Part 39]

INCOME TAX; TAXABLE YEARS BEGINNING AFTER DECEMBER 31, 1951

Tax Treatment of Patronage Dividends Received From Cooperative Associations

Notice is hereby given, pursuant to the Administrative Procedure Act, approved June 11, 1946, that the regulations set forth in tentative form below are proposed to be prescribed by the Commissioner of Internal Revenue, with the approval of the Secretary of the Treasury or his delegate. Prior to the final adoption of such regulations, consideration will be given to any comments or suggestions pertaining thereto which are submitted in writing, in duplicate, to the Commissioner of Internal Revenue, Attention: T:P, Washington 25, D.C., within the period of 30 days from the date of publication of this notice in the FEDERAL REGISTER. Any person submitting written comments or suggestions who desires an opportunity to comment orally at a public hearing on these proposed regulations should submit his request, in writing, to the Commissioner within the 30-day period. In such a case, a public hearing will be held and notice of the time, place, and date will be published in a subsequent issue of the FEDERAL REGISTER. The proposed regulations are to be issued under the authority contained in sections 62 and 3791 of the Internal Revenue Code of 1939.

(53 Stat. 32, 467; 26 U.S.C. 62, 3791)

[SEAL] DANA LATHAM,
Commissioner of Internal Revenue.

In order to conform Regulations 118 (26 CFR (1939) Part 39) relating to the treatment of patronage dividends received from cooperative associations to the decisions in Long Poultry Farms, Inc. v. Commissioner (C.A. 4th 1957) 249 F. 2d 726, and Commissioner v. B. A. Carpenter (C.A. 5th 1955) 219 F. 2d 635, and to make certain clarifying changes, such regulations are amended as follows:

PARAGRAPH 1. Section 39.22(a)-23 is amended as follows:

(A) By striking paragraph (b) and inserting in lieu thereof the following:

§ 39.22(a)-23 Allocations by cooperative associations; tax treatment as to patrons.

* * * * *

(b) *Extent of taxability.* (1) Amounts allocated to a patron on a patronage basis by a cooperative association with respect to products marketed for such patron, or with respect to supplies, equipment, or services, the cost of which was deductible by the patron under section 23(a) (1) or (2), shall be included in the computation of the gross income of such patron, as ordinary income, to the following extent:

(i) If the allocation is in cash, the amount of cash received.

(ii) If the allocation is in merchandise, the amount of the fair market value of such merchandise at the time of receipt by the patron.

(iii) If the allocation is in the form of capital stock, revolving fund certificates, retain certificates, certificates of indebtedness, letters of advice, or similar documents, the amount of the fair market value of such document at the time of its receipt by the patron. For the purposes of this subdivision, capital stock and any document containing an unconditional promise to pay a fixed sum of money on demand or at a fixed or determinable time shall be considered

to have a fair market value at the time of its receipt by the patron. However, any revolving fund certificate, retain certificate, letter of advice, or similar document, which is payable only in the discretion of the cooperative association, or which is otherwise subject to conditions beyond the control of the patron, shall be considered not to have any fair market value at the time of its receipt by the patron.

(2) If any allocation to which subparagraph (1) of this paragraph applies is received in the form of a document of the type described in subparagraph (1)(iii) of this paragraph and is redeemed in full or in part or is otherwise disposed of, there shall be included in the computation of the gross income of the patron, as ordinary income, in the year of redemption or other disposition, the excess of the amount realized on the redemption or other disposition over the amount previously included in the computation of gross income under such subparagraph.

(3)(i) Amounts which are allocated on a patronage basis by a cooperative association with respect to supplies, equipment, or services, the cost of which was not deductible by the patron under section 23(a) (1) or (2), are not includible in the computation of the gross income of such patron. However, in the case of such amounts which are allocated with respect to capital assets (as defined in section 117(a)(1)) or property used in the trade or business within the meaning of section 117(j), such amounts shall, to the extent set forth in subparagraph (1) of this paragraph, be taken into account by such patron in determining the cost of the property to which the allocation relates. Notwithstanding the preceding sentence, to the extent that such amounts are in excess of the unrecovered cost of such property, and to the extent that such amounts relate to such property which the patron no longer owns, they shall be included in the computation of the gross income of such patron.

(ii) If any patronage dividend is allocated to the patron in the form of a document of the type described in subparagraph (1)(iii) of this paragraph, and if such allocation is with respect to capital assets (as defined in section 117(a)(1)) or property used in the trade or business within the meaning of section 117(j), any amount realized on the redemption or other disposition of such document which is in excess of the amount which was taken into account upon the receipt of the document by the patron shall be taken into account by such patron in the year of redemption or other disposition as an adjustment to basis or as an inclusion in the computation of gross income, as the case may be.

(iii) Any adjustment to basis in respect of an amount to which subdivision (i) or (ii) of this subparagraph applies shall be made as of the first day of the taxable year in which such amount is received.

(iv) The application of the provisions of this subparagraph may be illustrated by the following examples:

Example (1). On July 1, 1952, P, a patron of a cooperative association, purchases a tractor for use in his farming business from such association for $2,200. The tractor has an estimated useful life of five years and an estimated salvage value of $200. P files his income tax returns on a calendar year basis and claims depreciation on the tractor for the year 1952 of $200 pursuant to his use of the straight-line method at the rate of $400 per year. On July 1, 1953, the cooperative association allocates to P with respect to his purchase of the tractor a dividend of $300 in cash. P will reduce his depreciation allowance with respect to the tractor for 1953 (and subsequent taxable years) to $333.33, determined as follows:

Cost of tractor, July 1, 1952		$2,200
Less:		
Depreciation for 1952 (6 mos.)	$200	
Adjustment as of January 1, 1953, for cash patronage dividend	300	
Salvage value	200	
		700
Basis for depreciation for the remaining 4½ years of estimated life		1,500
Basis for depreciation divided by the 4½ years of remaining life		333.33

Example (2). Assume the same facts as in example (1), except that on July 1, 1953, the cooperative association allocates a dividend to P with respect to his purchase of the tractor in the form of a revolving fund certificate having a face amount of $300. The certificate is redeemable in cash at the discretion of the directors of the association and is subject to diminution by any future losses of the association. Since, under the provisions of subparagraph (1)(iii) of this paragraph, the certificate had no fair market value when received by P, no amount with respect to such certificate shall be taken into account by him in the year 1953.

Example (3). In 1953, Y, a patron of a cooperative association, receives $300 cash from the association in full redemption of a revolving fund certificate issued to Y on July 1, 1948, with respect to a tractor Y purchased on July 1, 1947, for use in his farming business at a cost of $2,200. Y, who files his returns on the basis of the calendar year, has not included any amount in the computation of his gross income for any taxable year insofar as his receipt of this certificate is concerned. Prior to 1953, Y had recovered through depreciation $2,000 of the cost of the tractor, leaving an unrecovered cost of $200 (the salvage value). For the year 1953, the redemption proceeds of $300 are applied against the unrecovered cost of $200, reducing the basis to zero, and the balance of the redemption proceeds, $100, is includible in the computation of Y's gross income.

Example (4). On July 1, 1952, Z, a patron of a cooperative association, receives $300 cash from the association in full redemption of a revolving fund certificate issued to him on July 1, 1951, with respect to a tractor Z purchased from the association on July 1, 1949, for use in his farming business at a cost of $2,200. Z, who files his returns on the basis of the calendar year, has not included any amount in the computation of his gross income for any taxable year prior to 1952 insofar as his receipt of the revolving fund certificate is concerned. Prior to 1952, Z had recovered $1,000 through depreciation deductions in 1949, 1950, and 1951, since the depreciation allowable amounted to $400 a year, the salvage value of the tractor being $200 and its useful life being five years. The full $300 received on redemption of the certificate will be applied against the unrecovered cost of the tractor as of January 1, 1952, computed as follows:

Cost of tractor, July 1, 1949		$2,200
Less:		
Depreciation for 1949 (6 mos.)	$200	
Depreciation for 1950	400	
Depreciation for 1951	400	
		1,000
Unrecovered cost on Jan. 1, 1952		1,200
Adjustment as of Jan. 1, 1952, for proceeds of the redemption of the revolving fund certificate		300
Unrecovered cost on Jan. 1, 1952, after adjustment		900
Less: Salvage value		200
Basis for depreciation on Jan. 1, 1952		700
If Z uses the tractor in his business until June 30, 1954, he would be entitled to the following depreciation allowances with respect to the tractor:		
For 1952	$280	
For 1953	280	
For 1954 (6 mos.)	140	
		700
Balance to be depreciated		0

Example (5). Assume the same facts as in example (4), except that Z sells the tractor in 1951. The entire $300 received in 1952 in redemption of the revolving fund certificate is includible in the computation of Z's gross income for the year 1952.

(B) By adding at the end of paragraph (b) the following new paragraph (c):

(c) *Special rule.* If, for any taxable year ending before the date of publication of this paragraph as final regulations in the FEDERAL REGISTER, a taxpayer treated any patronage dividend received in the form of a document described in paragraph (b)(1)(iii) of this section in accordance with the regulations then applicable (whether such dividend is subject to paragraph (b)(1) or (3) of this section), such taxpayer is not required to change the treatment of such patronage dividends for any such prior taxable year. On the other hand, the taxpayer may, if he so desires, amend his income tax returns to treat the receipt of such patronage dividend in accordance with the provisions of this section, but no provision in this paragraph shall be construed as extending the period of limitations within which a claim for credit or refund may be filed under section 322.

PAR. 2. The amendment to § 39.22(a)-23 (Regulations 118), covering taxable years beginning after December 31, 1951, set forth in this Treasury decision, is applicable to taxable years beginning after December 31, 1941, and before January 1, 1952 (such years being covered by Regulations 111).

[F.R. Doc. 59-2075; Filed, Mar. 10, 1959; 8:50 a.m.]

[26 CFR (1954) Part 1]

INCOME TAX; TAXABLE YEARS BEGINNING AFTER DECEMBER 31, 1953

Tax Treatment of Patronage Dividends Received From Cooperative Associations

Notice is hereby given, pursuant to the Administrative Procedure Act, approved June 11, 1946, that the regulations set forth in tentative form below are proposed to be prescribed by the Commissioner of Internal Revenue, with the approval of the Secretary of the Treasury or his delegate. Prior to the final adoption of such regulations, consideration will be given to any comments or suggestions pertaining thereto which are submitted in writing, in duplicate, to the Commissioner of Internal Revenue, Attention: T:P, Washington 25, D.C., within the period of 30 days from the date of publication of this notice in the FEDERAL REGISTER. Any person submitting written comments or suggestions who desires an opportunity to comment orally at a public hearing on these proposed regulations should submit his request, in writing, to the Commissioner within the 30-day period. In such a case, a public hearing will be held and notice of the time, place, and date will be published in a subsequent issue of the FEDERAL REGISTER. The proposed regulations are to be issued under the authority contained in section 7805 of the Internal Revenue Code of 1954.

(68A Stat. 917; 26 U.S.C. 7805)

[SEAL] DANA LATHAM,
Commissioner of Internal Revenue.

In order to conform the Income Tax Regulations (26 CFR Part 1) relating to the treatment of patronage dividends received from cooperative associations to the decisions in Long Poultry Farms, Inc. v. Commissioner (C.A. 4th 1957) 249 F. 2d 726, and Commissioner v. B. A. Carpenter (C.A. 5th 1955) 219 F. 2d 635, and to make certain clarifying changes, such regulations are amended as follows:

PARAGRAPH 1. Section 1.61-5 is amended as follows:

(A) By striking paragraph (b) and inserting in lieu thereof the following:

§ 1.61-5 Allocations by cooperative associations; tax treatment as to patrons.

* * * * *

(b) *Extent of taxability.* (1) Amounts allocated to a patron on a patronage basis by a cooperative association with respect to products marketed for such patron, or with respect to supplies, equipment, or services, the cost of which was deductible by the patron under section 162 or section 212, shall be included in the computation of the gross income of such patron, as ordinary income, to the following extent:

(i) If the allocation is in cash, the amount of cash received.

(ii) If the allocation is in merchandise, the amount of the fair market value of such merchandise at the time of receipt by the patron.

(iii) If the allocation is in the form of capital stock, revolving fund certificates, retain certificates, certificates of indebtedness, letters of advice, or similar documents, the amount of the fair market value of such document at the time of its receipt by the patron. For the purposes of this subdivision, capital stock and any document containing an unconditional promise to pay a fixed sum of money on demand or at a fixed or determinable time shall be considered to have a fair market value at the time of its receipt by the patron. However, any revolving fund certificate, retain certificate, letter of advice, or similar document, which is payable only in the discretion of the cooperative association, or which is otherwise subject to conditions beyond the control of the patron, shall be considered not to have any fair market value at the time of its receipt by the patron.

(2) If any allocation to which subparagraph (1) of this paragraph applies is received in the form of a document of the type described in subparagraph (1) (iii) of this paragraph and is redeemed in full or in part or is otherwise disposed of, there shall be included in the computation of the gross income of the patron, as ordinary income, in the year of redemption or other disposition, the excess of the amount realized on the redemption or other disposition over the amount previously included in the computation of gross income under such subparagraph.

(3) (i) Amounts which are allocated on a patronage basis by a cooperative association with respect to supplies, equipment, or services, the cost of which was not deductible by the patron under section 162 or section 212, are not includible in the computation of the gross income of such patron. However, in the case of such amounts which are allocated with respect to capital assets (as defined in section 1221) or property used in the trade or business within the meaning of section 1231, such amounts shall, to the extent set forth in subparagraph (1) of this paragraph, be taken into account by such patron in determining the cost of the property to which the allocation relates. Notwithstanding the preceding sentence, to the extent that such amounts are in excess of the unrecovered cost of such property, and to the extent that such amounts relate to such property which the patron no longer owns, they shall be included in the computation of the gross income of such patron.

(ii) If any patronage dividend is allocated to the patron in the form of a document of the type described in subparagraph (1) (iii) of this paragraph, and if such allocation is with respect to capital assets (as defined in section 1221) or property used in the trade or business within the meaning of section 1231, any amount realized on the redemption or other disposition of such document which is in excess of the amount which was taken into account upon the receipt of the document by the patron shall be taken into account by such patron in the year of redemption or other disposition as an adjustment to basis or as an inclusion in the computation of gross income, as the case may be.

(iii) Any adjustment to basis in respect of an amount to which subdivision (i) or (ii) of this subparagraph applies shall be made as of the first day of the taxable year in which such amount is received.

(iv) The application of the provisions of this subparagraph may be illustrated by the following examples:

Example (1). On July 1, 1959, P, a patron of a cooperative association, purchases a tractor for use in his farming business from such association for $2,200. The tractor has an estimated useful life of five years and an estimated salvage value of $200. P files his income tax returns on a calendar year basis and claims depreciation on the tractor for the year 1959 of $200 pursuant to his use of the straight-line method at the rate of $400 per year. On July 1, 1960, the cooperative association allocates to P with respect to his purchase of the tractor a dividend of $300 in cash. P will reduce his depreciation allowance with respect to the tractor for 1960 (and subsequent taxable years) to $333.33, determined as follows:

Cost of tractor, July 1, 1959		$2,200
Less:		
Depreciation for 1959 (6 mos.)	$200	
Adjustment as of Jan. 1, 1960, for cash patronage dividend	300	
Salvage value	200	
		700
Basis for depreciation for the remaining 4½ years of estimated life		1,500
Basis for depreciation divided by the 4½ years of remaining life		333.33

Example (2). Assume the same facts as in example (1), except that on July 1, 1960, the cooperative association allocates a dividend to P with respect to his purchase of the tractor in the form of a revolving fund certificate having a face amount of $300. The certificate is redeemable in cash at the discretion of the directors of the association and is subject to diminution by any future losses of the association. Since, under the provisions of subparagraph (1) (iii) of this paragraph, the certificate had no fair market value when received by P, no amount with respect to such certificate was taken into account by him in the year 1960. In 1965, P receives $300 cash from the association in full redemption of the certificate. Prior to 1965, he had recovered through depreciation $2,000 of the cost of the tractor, leaving an unrecovered cost of $200 (the salvage value). For the year 1965, the redemption proceeds of $300 are applied against the unrecovered cost of $200, reducing the basis to zero, and the balance of the redemption proceeds, $100, is includible in the computation of P's gross income.

Example (3). Assume the same facts as in example (2), except that the certificate is redeemed in full on July 1, 1962. The full $300 received on redemption of the certificate will be applied against the unrecovered cost of the tractor as of January 1, 1962, computed as follows:

Cost of tractor, July 1, 1959		$2,200
Less:		
Depreciation for 1959 (6 mos.)	$200	
Depreciation for 1960	400	
Depreciation for 1961	400	
		1,000
Unrecovered cost on Jan. 1, 1962		1,200
Adjustment as of Jan. 1, 1962, for proceeds of the redemption of the revolving fund certificate		300

Unrecovered cost on Jan. 1, 1962, after adjustment		$900
Less: Salvage value		200
Basis for depreciation on Jan. 1, 1962		700
If P uses the tractor in his business until June 30, 1964, he would be entitled to the following depreciation allowances with respect to the tractor:		
For 1962	$280	
For 1963	280	
For 1964 (6 mos.)	140	
		700
Balance to be depreciated		0

Example (4). Assume the same facts as in example (3), except that P sells the tractor in 1961. The entire $300 received in 1962 in redemption of the revolving fund certificate is includible in the computation of P's gross income for the year 1962.

(B) By adding at the end of paragraph (b) the following new paragraph (C):

(c) *Special rule*. If, for any taxable year ending before the date of publication of this paragraph as final regulations in the FEDERAL REGISTER, a taxpayer treated any patronage dividend received in the form of a document described in paragraph (b)(1)(iii) of this section in accordance with the regulations then applicable (whether such dividend is subject to paragraph (b)(1) or (3) of this section), such taxpayer is not required to change the treatment of such patronage dividends for any such prior taxable year. On the other hand, the taxpayer may, if he so desires, amend his income tax returns to treat the receipt of such patronage dividend in accordance with the provisions of this section, but no provision in this paragraph shall be construed as extending the period of limitations within which a claim for credit or refund may be filed under section 6511.

[F.R. Doc. 59-2076; Filed, Mar. 10, 1959; 8:51 a.m.]

DEPARTMENT OF AGRICULTURE

Agricultural Marketing Service

[7 CFR Part 930]

[Docket No. AO-72-A22]

MILK IN TOLEDO, OHIO, MARKETING AREA

Notice of Recommended Decision and Opportunity To File Written Exceptions With Respect to Proposed Amendments to Tentative Marketing Agreement and Order

Pursuant to the provisions of the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601 et seq.), and the applicable rules of practice and procedure governing the formulation of marketing agreements and marketing orders (7 CFR Part 900), notice is hereby given of the filing with the Hearing Clerk of this recommended decision of the Deputy Administrator, Agricultural Marketing Service, United States Department of Agriculture, with respect to proposed amendments to the tentative marketing agreement and order regulating the handling of milk in the Toledo, Ohio, marketing area. Interested parties may file written exceptions to this decision with the Hearing Clerk, United States Department of Agriculture, Washington, D.C., not later than the close of business the third day after publication of this decision in the FEDERAL REGISTER. The exceptions should be filed in quadruplicate.

Preliminary statement. The hearing on the record of which the proposed amendments, as hereinafter set forth, to the tentative marketing agreement and to the order were formulated, was conducted at Toledo, Ohio, on November 24-25, 1958, pursuant to the notice thereof which was issued November 17, 1958 (23 F.R. 9032).

The material issues on the record of the hearing relate to:

1. Revision of the supply plant portion of the pool plant definition.
2. Addition of provisions for an "associate producer".
3. Elimination of the butter-cheese alternative basic formula price.
4. Revision in the seasonal pattern of the Class I differential.

Findings and conclusions. The following findings and conclusions on the material issues are based on the evidence presented at the hearing and the record thereof.

1. *The regulation of supply plants*. The producers' association proposed that the definition of a pool plant be changed so as to provide for the pricing of milk at a supply plant in any month that such plant furnishes milk to a distributing plant, which is a pool plant, and such milk is allocated to Class I milk at the distributing plant.

Under the present order, a supply plant must furnish milk to a pool plant at least 15 days during any of the months of September through December and at least 7 days during any other month of the year to become a pool plant and subject to full regulation. It is possible, therefore, that the full supply of milk for a distributing plant during September through December and a substantial portion during other months may be obtained from sources which are not subject to minimum pricing and payment provisions.

At the present time, there is only one supply plant that is subject to regulation. This plant is operated by one of the handlers who also operates a distributing pool plant. There are three or four other supply plants which furnish milk to the market. The milk from these latter plants is considered as other source milk under the order.

During 1955 and 1956 approximately 29 percent of total Class I disposition was allocated to other source receipts. The corresponding figures for 1957 and the first 10 months of 1958 were 25 and 14 percent, respectively. Although on a marketwide basis receipts of other source milk show a downward trend, a substantial portion of Class I sales are still supplied from other source milk. Notwithstanding the fact that most, if not all, distributing plants secure a major portion of their requirements from producer milk, there has been a tendency for some plants to use milk from outside sources particularly during the fall and winter months while other plants depend exclusively on producer milk for their year 'round supply. Furthermore, in each of the summer months of 1958 (the months when producer milk is in excess of Class I sales) other source milk was allocated to Class I milk and at the same time producer milk was transferred to nonpool plants for manufacturing. The regulation of supply plants is reasonable and necessary, therefore, to protect the integrity of the classified price plan.

Most of the other source milk is procured from plants not subject to regulation under an order. To the extent that unpriced other source milk is procured at less than the order Class I prices, handlers using such milk have a lower cost for Class I milk than handlers using producer milk. This undermines the effectiveness of the order in promoting the maximum marketwide use of the available supply of producer milk in Class I and results in different costs of Class I milk among handlers. The way is open for handlers to meet the increasing requirements for Class I milk in this market from unpriced milk and at the same time curtail their purchases from producers.

The lowering of the shipping standards for supply plants to become pool plants and consequently subject their milk to the pricing and payment provisions of the order would promote uniformity in the application of minimum prices for Class I milk among handlers. The regulation of the principal sources of supply will tend to encourage more efficient allocation of the presently available supply of producer milk among pool plants. An improved marketwide allocation of producer milk among distributing plants would increase the utilization of producer milk in Class I and increase returns to producers for their milk. The regulation of supply plants which may supply only relatively small volumes of milk will not restrict the sources of supply to local producer milk.

Provision is made in the present order to exempt plants subject to the pricing and payment provisions of another order unless such plant supplies more milk to the Toledo marketing area than to the area in which the plant is regulated. There are a number of plants in Ohio, Indiana, Michigan and Wisconsin which are subject to regulation under other Federal orders and from which supplemental milk supplies may be drawn. If pool plants need and secure supplemental milk from such plants, both producers and handlers are assured that the Toledo order will not be undermined by purchases of unpriced milk on an opportunity basis.

Under an individual handler type of pool, as is used in the Toledo market, it is not necessary to require substantial association with the market before a plant may become a pool plant. It is reasonable, however, both from the viewpoint of the administration of the order and in recognition of unusual circumstances which could result in an emergency need for spot shipments of milk

from unregulated plants, to make provision for an occasional shipment of milk without subjecting such plants to regulation.

It is concluded, therefore, that a supply plant should be a pool plant which furnishes milk, skim milk or cream to distributing pool plants in excess of 70,000 pounds per month and all or any part of the skim milk or butterfat contained in such products is allocated to Class I pursuant to the allocation provisions of the order.

2. The proposal for an associate producer clause should be denied.

Under the proposal, an associate producer would be a dairy farmer who had furnished milk to a pool plant during a specified previous period and the receipt of his milk had been discontinued at the handler's or another handler's pool plant for reasons other than failure of the milk to meet health ordinance requirements. Under such circumstances, if the farmer sold his milk to manufacturing outlets, his deliveries of milk would be included with the receipts and utilization of producer milk of the handler, who received his milk during the specified period, for the purpose of determining the handler's blend price to be paid producers. The handler would be required to pay such dairy farmer the difference between his blend price and the Class II price under the order.

The producers' association favored the associate producer clause as a means of accommodating the disposal of milk by dairy farmers who do not convert from can to bulk tank deliveries; and, to assist the cooperative association in maintaining a supply of reserve milk for plants which do not have manufacturing facilities for reserve milk or do not choose to carry sufficient reserve supplies to meet their day-to-day or month-to-month variation in receipts or sales. The milk of certain producers would be assigned to certain plants for accounting purposes so that such milk would share in its proportionate share of the Class I utilization of such plant. The cooperative could then dispose of such milk to other pool plants or to nonpool plants for Class II uses when such milk is not needed by the plant to which the producer is assigned without unduly reducing the blend price to such producer or the cooperative.

A number of pool plants have converted from can to bulk tank receipts in this market. More than one-half of the producer milk is now delivered by bulk tank. To a large extent, the can shipping producers have either shifted to bulk tank at the request of the buyer of their milk or shifted to other pool plants continuing to receive can milk. It has been the practice of handlers to notify producers of their intention a substantial period of time in advance of discontinuing the receipt of can milk. There is no evidence that producers have not had a reasonable period of time to make the necessary conversion or to arrange for another outlet. Also there is no evidence that handlers have failed to accept the deliveries of milk or cut-off producers on a temporary basis for the purpose of adjusting receipts to sales seasonally or for other arbitrary reasons.

The producers' association goal (to have all handlers share in the responsibility and cost of carrying a reserve supply of milk for the market) has some merit. No solution, however, was offered to a number of administrative and economic problems associated with the assignment of certain producers to certain plants or to other means of pooling the reserve supply under an individual handler pool. Handlers and the cooperative now have the privilege of diverting producer milk to both pool and nonpool plants throughout the year. The present order, therefore, provides the necessary mechanics for the producers' association to develop with handlers a voluntary plan for diverting milk which will meet most of the problems associated with the transition to the bulk method of milk deliveries and the maintenance of a necessary reserve supply of milk.

3. The butter-cheese formula should be deleted from the computation of the basic formula price.

The basic formula price applied under the current order is the higher of the prices resulting from (1) the average of prices paid at 12 midwestern condenseries, (2) a butter-cheese formula, (3) a butter-powder formula, and (4) the average of prices at local manufacturing plants. The basic formula price is used to establish the Class I price by the addition of stated Class I differentials. The Class II price is the average of prices paid at specified local manufacturing plants during March through June and the basic formula price during July through February.

The butter-cheese formula price has been the effective basic formula price during 16 of the 24 months of the past two years. Official notice is hereby taken of "Announcement of Minimum Class Prices per Hundredweight for 3.5 Percent Butterfat Content Milk * * *" for November and December 1958, issued by the market administrator of Order No. 30. The use of the butter-cheese formula increased the basic formula price 2.5 cents in 1957 and 6 cents in 1958 higher than the price which would have resulted from the other alternative basic formulas. Class I prices, therefore, were increased by the same amounts. The butter-cheese formula likewise increased the Class II price an average of 2.3 cents in 1957 and 3.3 cents in 1958.

In 1958, the butter-cheese formula averaged $3.06 as compared with the average of $3.01 for the 12 midwestern condenseries and $2.96 for the butter-powder formula. During the past three years, the spread between the butter-cheese formula price and the other alternative basic formula prices has gradually widened. Because of changed relationships, the weighting of the factors in the present butter-cheese formula are antiquated and the formula fails to provide an appropriate measure of the prices paid to dairy farmers for milk at cheese plants. The formula is no longer a proper basic price formula or a reasonable measure of the value for manufacturing milk for the Toledo market. The other nearby Federal orders for the Detroit, North Central Ohio and Cleveland markets, with which the Toledo market competes in the procurement of milk and in the sale of fluid milk and manufactured dairy products, do not employ the butter-cheese formula. The basic formula price in each of these orders also employs the average of the prices at the 12 midwestern condenseries and a butter-powder formula essentially the same as the formula in the Toledo order. In addition, the Detroit order employs the average of prices paid farmers at local manufacturing plants.

The deletion of the butter-cheese formula, therefore, will result in more appropriate pricing of Class I and Class II milk under the Toledo order and will promote more uniform Class I and manufacturing milk price movements in the Federal order markets in this region.

4. The Class I price differential should be revised to provide for two instead of three seasonal price changes.

The Class I price is now computed by adding to the basic formula price a differential of $1.00 during April, May and June; $1.25 during February, March and July; and, $1.60 during August through January. On an annual basis, the differential equals approximately $1.39.

The producers' association proposed a differential of $1.20 for February through July and $1.60 for August through January as a means of maintaining the present average annual level. The association also suggested that consideration be given to including July in the highest differential months.

Handlers regulated by the Toledo order compete in the procurement and sale of milk with handlers regulated by the Detroit, Cleveland and North Central Ohio orders. A two seasonal pattern of Class I differentials is employed under each of these orders. Under the Detroit order, the differential is 40 cents less in February through July than in August through January. Under the Cleveland and North Central Ohio orders, the same grouping of months is followed but the seasonal difference in the differential is 45 cents. Because of the interrelationships of these markets, orderly marketing would be promoted by coordinating the seasonal changes in Class I prices. Handlers supported the producers' proposal and emphasized the need to align Class I price changes particularly under the Toledo and Detroit orders.

Receipts of producer milk are normally highest in relation to Class I sales during February through July and lowest during August through January. The ratio of Class I sales to producer receipts in July usually increases substantially as compared with June and is at substantially the same level as January. Although producers' proposal to include July in the period of the highest differential has merit, the weight of the evidence favors the adoption of the same seasonal pattern as is provided in the other orders.

It was concluded under Issue No. 3 that the butter-cheese formula should be discontinued as one of the alternative basic prices used for determining Class I prices. Unless a change is made in the

Class I differential, elimination of the butter-cheese formula would result in the reduction in the relative level of Class I prices. Removal of the cheese formula would have reduced the Class I price an average of 6 cents per hundredweight during 1958.

The relationship of producer receipts to Class I sales are relatively low in this market and the present level of producer milk receipts are inadequate to provide reasonable reserve supply. In fact, in September 1958 producer receipts were nearly one million pounds less than Class I sales. For the four months of lowest production, September through November, receipts from producers averaged only 101 percent of Class I utilization. For the months of February through July 1958 this ratio was 113 percent and during the flush production months (April through June) the market had less than a 20 percent reserve supply.

Both producers and handlers favored a compensating increase in the Class I price differential to continue the present relative level of Class I prices if the butter-cheese formula were deleted.

To promote closer co-ordination in Class I price changes among the Federal order markets in this region and to continue the same relative level of Class I prices in the Toledo market, the Class I price differential should be changed to $1.25 during February through July and $1.65 during August through January.

Rulings on proposed findings and conclusions. Briefs and proposed findings and conclusions were filed on behalf of certain interested parties in the market. These briefs, proposed findings and conclusions and the evidence in the record were considered in making the findings and conclusions set forth above. To the extent that the suggested findings and conclusions filed by interested parties are inconsistent with the findings and conclusions set forth herein, the requests to make such findings or reach such conclusions are denied for the reasons previously stated in this decision.

General findings. The findings and determinations hereinafter set forth are supplementary and in addition to the findings and determinations previously made in connection with the issuance of the aforesaid order and of the previously issued amendments thereto; and all of said previous findings and determinations are hereby ratified and affirmed, except insofar as such findings and determinations may be in conflict with the findings and determinations set forth herein.

(a) The tentative marketing agreement and the order, as hereby proposed to be amended, and all of the terms and conditions thereof, will tend to effectuate the declared policy of the Act;

(b) The parity prices of milk as determined pursuant to section 2 of the Act are not reasonable in view of the price of feeds, available supplies of feeds, and other economic conditions which affect market supply and demand for milk in the marketing area, and the minimum prices specified in the proposed marketing agreement and the order, as hereby proposed to be amended, are such prices as will reflect the aforesaid factors, insure a sufficient quantity of pure and wholesome milk, and be in the public interest; and

(c) The tentative marketing agreement and the order, as hereby proposed to be amended, will regulate the handling of milk in the same manner as, and will be applicable only to persons in the respective classes of industrial and commercial activity specified in, a marketing agreement upon which a hearing has been held.

Recommended marketing agreement and order amending the order. The following order amending the order regulating the handling of milk in the Toledo, Ohio, marketing area is recommended as the detailed and appropriate means by which the foregoing conclusions may be carried out. The recommended marketing agreement is not included in this decision because the regulatory provisions thereof would be the same as those contained in the order, as hereby proposed to be amended:

1. Delete § 930.9(b) and substitute therefor the following:

(b) A supply plant from which shipments in excess of 70,000 pounds of milk, skim milk or cream are received during the month at a plant described pursuant to paragraph (a) of this section and all or any part of the skim milk or butterfat contained in such products would be allocated from Class I pursuant to § 930.46 if such plant were not a pool plant.

2. Delete the schedule in § 930.50(a)(1) and substitute therefor the following:

Delivery period:	*Amount*
February through July	$1.25
All other months	1.65

3. In § 930.51, delete the reference "paragraphs (a), (b) and (c) of this section" and substitute therefor "paragraphs (a) and (b) of this section".

4. Delete § 930.51(b) and renumber § 930.51(c) as § 930.51(b).

Issued at Washington, D.C., this 6th day of March 1959.

[SEAL] F. R. BURKE,
Acting Deputy Administrator.

[F.R. Doc. 59-2078; Filed, Mar. 10, 1959; 8:51 a.m.]

[7 CFR Part 965]

[Docket No. AO-166-A23]

MILK IN CINCINNATI, OHIO, MARKETING AREA

Notice of Extension of Time for Filing Exceptions to Recommended Decision With Respect to Proposed Amendments to Tentative Marketing Agreement and Order

Pursuant to the provisions of the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601 et seq.), and the applicable rules of practice and procedure governing the formulation of marketing agreements and marketing orders (7 CFR Part 900), notice is hereby given that the time for filing exceptions to the recommended decision with respect to the proposed amendments to the tentative marketing agreement and to the order regulating the handling of milk in the Cincinnati, Ohio, marketing area, which was issued February 27 (24 F.R. 1593), is hereby extended to March 20, 1959.

Dated: March 6, 1959.

[SEAL] ROY W. LENNARTSON,
Deputy Administrator.

[F.R. Doc. 59-2053; Filed, Mar. 10, 1959; 8:47 a.m.]

NOTICES

DEPARTMENT OF THE INTERIOR

Bureau of Land Management

ALASKA

Notice of Proposed Withdrawal and Reservation of Lands

The Department of the Air Force has filed an application, Serial Number A. 046705 for the withdrawal of the lands described below, from all forms of appropriation under the public land laws, including the mining and mineral leasing laws. The applicant desires the land for a Missile Annex.

For a period of 60 days from the date of publication of this notice, all persons who wish to submit comments, suggestions, or objections in connection with the proposed withdrawal may present their views in writing to the undersigned officer of the Bureau of Land Management, Department of the Interior, Anchorage Operations Office, Mailing: 334 East Fifth Avenue, Anchorage, Alaska.

If circumstances warrant it, a public hearing will be held at a convenient time and place, which will be announced.

The determination of the Secretary on the application will be published in the FEDERAL REGISTER. A separate notice will be sent to each interested party of record.

The lands involved in the application are:

BIRD CREEK AREA

TRACT A

A parcel of land situated 30 miles southeast of the Townsite of Anchorage, Third Judicial Division, State of Alaska, more specifically described as follows:

Beginning at a point identical with the intersection of latitude 60°59′17″ N., and longitude 149°25′ W.; thence S. 33°37′08″ W., 1,442.3 feet; thence West 2,450.0 feet; thence North 2,700.0 feet; thence N. 53°22′34″ E., 1,929.5 feet; thence East 1,700.0 feet to a

point on longitude 149°25' W.; thence South 2,650.0 feet to the point of beginning.

Containing 255.78 acres, more or less.

L. T. MAIN,
Operations Supervisor, Anchorage.

[F.R. Doc. 59-2056; Filed, Mar. 10, 1959; 8:48 a.m.]

NEW MEXICO

Notice of Proposed Withdrawal and Reservation of Lands

MARCH 3, 1959.

The New Mexico College of Agriculture and Mechanic Arts has filed an application, Serial Number NM-055653 for the withdrawal of the lands described below, from all forms of appropriation including mineral leasing and mining location, except for grazing. The applicant desires the land for scientific research, including, but not limited to, the testing of electromagnetic devices.

For a period of 30 days from the date of publication of this notice, all persons who wish to submit comments, suggestions, or objections in connection with the proposed withdrawal may present their views in writing to the undersigned officer of the Bureau of Land Management, Department of the Interior, P.O. Box 1251, Santa Fe, New Mexico.

If circumstances warrant it, a public hearing will be held at a convenient time and place, which will be announced.

The determination of the Secretary on the application will be published in the FEDERAL REGISTER. A separate notice will be sent to each interested party of record.

The lands involved in the application are:

NEW MEXICO PRINCIPAL MERIDIAN

T. 23 S., R. 2 E.,
Sec. 22, Lots 5 and 6;
Sec. 23, Lots, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16;
Sec. 26, Lots 4, 5, 6, and 7, E½;
Sec. 35, Lots 6, 7, 8, and 9, N½NE¼, SE¼NE¼.

The area described aggregates 1393.19 acres.

E. R. SMITH,
State Supervisor.

[F.R. Doc. 59-2057; Filed, Mar. 10, 1959; 8:48 a.m.]

DEPARTMENT OF AGRICULTURE

Agricultural Marketing Service

BURKBURNETT SALES CO. ET AL.

Proposed Posting of Stockyards

The Director of the Livestock Division, Agricultural Marketing Service, United States Department of Agriculture, has information that the livestock markets named below are stockyards as defined in section 302 of the Packers and Stockyards Act, 1921, as amended (7 U.S.C. 202), and should be made subject to the provisions of the act.

Burkburnett Sales Co., Burkburnett, Tex.
Nocona Sales Co., Nocona, Tex.
Loudoun County Live Stock Market, Leesburg, Va.
Nokesville Livestock Auction, Inc., Nokesville, Va.
Rockingham Livestock Sales, Inc., Harrisonburg, Va.
Staunton Livestock Market, Inc., Staunton, Va.
The Culpeper Live Stock Order Buying Yard, Inc., Culpeper, Va.

Notice is hereby given, therefore, that the said Director, pursuant to authority delegated under the Packers and Stockyards Act, 1921, as amended (7 U.S.C. 181 et seq.), proposes to issue a rule designating the stockyards named above as posted stockyards subject to the provisions of the act, as provided in section 302 thereof.

Any person who wishes to submit written data, views, or arguments concerning the proposed rule may do so by filing them with the Director, Livestock Division, Agricultural Marketing Service, United States Department of Agriculture, Washington 25, D.C., within 15 days after publication hereof in the FEDERAL REGISTER.

Done at Washington, D.C., this 5th day of March 1959.

[SEAL] DAVID M. PETTUS,
Director, Livestock Division, Agricultural Marketing Service.

[F.R. Doc. 59-2054; Filed, Mar. 10, 1959; 8:47 a.m.]

COLUMBIA COUNTY LIVESTOCK AUCTION

Deposting of Stockyard

It has been ascertained that the Columbia County Livestock Auction, Magnolia, Arkansas, originally posted on December 12, 1957, under the name of Magnolia Auction, as being subject to the Packers and Stockyards Act, 1921, as amended (7 U.S.C. 181 et seq.), no longer comes within the definition of a stockyard under said act for the reason that it is no longer being conducted or operated as a public market. Accordingly, notice is given to the owner thereof and to the public that such livestock market is no longer subject to the provisions of the act.

Notice or other public procedure has not preceded promulgation of the foregoing rule since it is found that the giving of such notice would prevent the due and timely administration of the Packers and Stockyards Act and would, therefore, be impracticable and contrary to the public interest. There is no legal warrant or justification for not deposting promptly a stockyard which no longer is within the definition of that term contained in said act.

The foregoing is in the nature of a rule granting an exemption or relieving a restriction and, therefore, may be made effective in less than 30 days after publication in the FEDERAL REGISTER. This notice shall become effective upon publication in the FEDERAL REGISTER.

(42 Stat. 159, as amended and supplemented; 7 U.S.C. 181 et seq.)

Done at Washington, D.C., this 5th day of March 1959.

[SEAL] DAVID M. PETTUS,
Director, Livestock Division, Agricultural Marketing Service.

[F.R. Doc. 59-2079; Filed, Mar. 10, 1959; 8:51 a.m.]

Commodity Credit Corporation

SALES OF CERTAIN COMMODITIES

March 1959 Monthly Sales List

Pursuant to the policy of Commodity Credit Corporation issued October 12, 1954 (19 F.R. 6669) and subject to the conditions stated therein, the commodities listed below are available for sale in the quantities stated and on the price basis set forth. The Commodity Credit Corporation will entertain offers from prospective buyers for the purchase of any such commodity.

Applicable interest rates on credit sales made in March under the Export Sales Announcement GSM 1 are as follows:

For periods up to and including 6 months, 3⅞ percent per annum.
For periods over 6 months up to and including 18 months, 4⅜ percent per annum.
For periods over 18 months up to and including 36 months, 4⅞ percent per annum.

NOTICE TO BUYERS

If CCC does not have adequate information as to the financial responsibility of prospective buyer to meet all contract obligations that might arise by acceptance of an offer or if CCC deems such buyer's financial responsibility to be inadequate CCC reserves the right (i) to refuse to consider the offer (ii) to accept the offer only after submission by the buyer of a certified or cashier's check, bond, letter of credit or other security acceptable to CCC assuring that the buyer will discharge the responsibility under the contract, or (iii) to accept the offer upon condition that the buyer promptly submit to CCC such of the aforementioned security as CCC may direct.

If a prospective buyer is in doubt as to whether CCC is acquainted with his financial responsibility he should communicate with the CSS Office at which the offer is to be placed to determine whether a financial statement or advance financial arrangement will be necessary in his case.

Announcements containing the contractual terms and conditions of sale for the respective commodities will be furnished upon request. For ready reference a number of these announcements are identified by code number in the following list. Commodity Credit Corporation reserves the right to amend, from time to time, any of its announcements which amendments shall be applicable to and be made a part of the sale contracts thereafter entered into.

CCC reserves the right to reject any or all offers placed with it for the purchase of commodities pursuant to such announcements.

Disposals and other handling of inventory items often result in small quan-

tities at given locations or in qualities not up to specifications. These lots are offered promptly upon appearance by public notice issued by the appropriate CSS Office and therefore generally they do not appear in the Monthly Sales List.

NOTICE TO EXPORT BUYERS

On sales for which the buyer is required to submit proof to CCC of exportation the buyer shall be regularly engaged in the business of buying or selling commodities and for this purpose shall maintain a bona fide business office in the United States, its territories or possessions, and have a person, principal, or resident agent upon whom service of judicial process may be had.

Prospective buyers for export should note that generally, sales to United States Government agencies, with only minor exceptions, will constitute a domestic, unrestricted use of the commodity.

Commodity Credit Corporation reserves the right, before making any sale, to define or limit export areas.

Commodity	Sales price or method of sale
Dairy products	All sales are under LD-29 and amendments. All sales are in carlots only. As many as 3 buyers may participate in purchasing a single carlot. Domestic prices: For unrestricted use price is "in store" at storage locations of products. For restricted use price is on the basis of delivery f.o.b. cars at point of use named in offer. CCC will convert to "in store" price as provided in LD-29. Expert prices are on the basis of delivery f.a.s. vessel or a buyers option f.o.b. cars point of export. If delivery is to be "in store" CCC will convert to "in store" price as provided in LD-29. During March, Commodity Credit Corporation's sales price for butter and nonfat dry milk for export shall be 7.0 cents per pound for nonfat dry milk and 37.0 cents per pound for butter: *Provided, however*, That the prices for these commodities to fulfill contractual commitments with foreign buyers entered into prior to February 1, 1959, shall be at the export prices in effect for export sales of these products by Commodity Credit Corporation during the month of January 1959, unless an amendment to such contractual commitment is made providing for a decrease in the respective prices to the foreign buyers equal to the differences between Commodity Credit Corporation's January and March 1959 prices. *Provided further*, The prices for these commodities to fulfill contractual commitments with export buyers for U.S. Government Agencies entered into prior to February 1, 1959, shall be at the export prices in effect for export sales of these products by Commodity Credit Corporation during the month of January 1959. Offers to purchase from CCC butter and nonfat dry milk for export shall state (1) "Offer is made pursuant to Announcement LD-29 and to the pricing and other conditions set forth in the March 1959 monthly sales list published in the FEDERAL REGISTER," (2) whether offer is to fulfill Public Law 480 commitments, and (3) date of contract of sale to foreign buyer and, if such date is prior to February 1, 1959, whether the sales prices to the foreign buyers have been reduced as required. Submission of offers: For products in Arizona, California, Idaho, Nevada, Oregon, Utah, and Washington, submit offers to the Portland CSS Commodity Office. For products in other States and the District of Columbia, submit offers to the Cincinnati CSS Commodity Office.
Butter	Domestic, unrestricted use: 68 cents per pound, New York, Pennsylvania, New Jersey, New England and other States bordering the Atlantic Ocean and Gulf of Mexico. 67¼ cents per pound, Washington, Oregon, and California. All other States 67 cents per pound. Domestic, restricted use: For use as an extender for cocoa butter in the manufacture of chocolate and in such a manner as will not displace other dairy products from use in the manufacture of other products made from chocolate, 39 cents per pound. Export, unrestricted use: See "Export Prices" above.
Nonfat dry milk, spray roller, as available.	Domestic, unrestricted use: Spray process, U.S. extra grade; in barrels and drums, 16.25 cents per pound; in bags, 15.40 cents per pound. Roller process, U.S. extra grade; in barrels and drums, 14.25 cents per pound; in bags, 13.40 cents per pound. Domestic, restricted use (animal and poultry feed): In barrels, drums, or bags, 10.65 cents per pound. Export, unrestricted use: Spray or roller process, U.S. extra grade, in barrels, drums, or bags, see "Export Prices" above.
Cheddar cheese: cheddars, flats, twins, rindless blocks (standard moisture basis).	Domestic: 39.5 cents per pound for New York, New Jersey, Pennsylvania, New England and other States bordering the Atlantic and Pacific and Gulf of Mexico. All other States 38.5 cents per pound. Export: 35 cents per pound. Cheese prices are subject to usual adjustments for moisture content.

See footnotes at end of table.

Commodity	Sales price or method of sale
Cottonseed oil	Domestic or export: A. Crude: Competitive bid under the terms and conditions of Announcement NO-CS-2 as amended. CCC will not accept any bid of less than 11.00 cents per pound, f.o.b. storage location, basis prime crude as defined in the rules of the National Cottonseed Products Association. B. Refined: Competitive bid under the terms and conditions of Announcement NO-CS-2 as amended. CCC will not accept any bid of less than 12.48 cents per pound, f.o.b. storage location, basis bleachable prime summer yellow as defined in the rules of the National Cottonseed Products Association. In addition to the bid price, buyer shall pay to CCC the face value of the freight bills held by CCC against the oil at delivery point and the freight bills will be assigned to the buyer. If the oil bought is exported within the time period specified in the Announcement, buyer may claim against CCC for the difference between the face value and any refund value of the freight bills determined in accordance with the Announcement. Notwithstanding the points of delivery stated in the supplement to the Announcement, bids may be submitted for delivery of the oil f.o.b. buyer's cars or trucks (unless otherwise agreed to by CCC) port of Houston or such other port specified by the buyer which may be acceptable to CCC.
Cotton, upland	Domestic: Competitive bid and under the terms and conditions of Announcement NO-C-5, (Revision I), as amended, but not less than the higher of (1) 105 percent of the current support price plus reasonable carrying charges, or (2) the domestic market price as determined by CCC. Export: Competitive bid and under the terms and conditions of Announcements CN-EX-5 and NO-C-11, as amended.
Cotton, extra long staple	Domestic or export: Competitive bid and under the terms and conditions of Announcement NO-C-6, as amended, and NO-C-10, as amended, but not less than the higher of (1) 105 percent of the current support price plus reasonable carrying charges, or (2) the domestic market price as determined by CCC. Catalogs for upland and extra long staple cotton showing quantities, qualities, and locations may be obtained for a nominal fee from the New Orleans CSS Commodity Office.
Peanuts, shelled and unshelled (as available).	Domestic for crushing or export: Competitive bid under CCC Peanut Announcement 1, as amended. Available Dallas CSS Commodity Office.
Wheat, bulk	Domestic: Commercial wheat-producing area: A. For wheat stored at any designated terminal set forth in CCC Price Support Bulletin Supplement and transit billing wheat: Market price basis in store but not less than the 1958 applicable loan rates plus (1) 24 cents per bushel if received by truck or (2) 19 cents per bushel if received by rail or barge. B. For wheat not included under A above: Market price but not less than the 1958 applicable loan rate plus (1) 24 cents per bushel if received by truck or 19 cents if received by rail, plus (2) any reductions in freight rates in effect at time of sale, from those in effect on May 1, 1958, from the point of storage to the designated terminal.[3] Examples of the foregoing minimum per bushel (exrail or barge): Chicago, No. 1 RW ..... $2.34 Minneapolis, No. 1 DNS ..... 2.39 Kansas City, No. 1 HW ..... 2.34 Portland, No. 1 SW ..... 2.24 Noncommercial wheat-producing area: Same basis as in commercial area except 133 percent of applicable support rate. If delivery is outside the area of production, applicable freight will be added to the above. Export (as wheat): Under Announcement GR-261 revised, as amended, for application to barter contracts and approved credit sales only at prices determined daily, and under Announcement GR-212 revised, amended, for specific offerings as announced. Disposals under Payment-in-Kind program under Announcement GR-345. Available Dallas, Evanston, Minneapolis, Kansas City and Portland CSS Commodity Offices for domestic or export sale, except under GR-345 at Dallas, Evanston, Minneapolis, and Portland when announced.
Rice, milled (as available)	Domestic, unrestricted use: Market price but not less than equivalent 1958 loan rate for rough rice by varieties and grades plus 5 percent adjusted for milling, plus 59 cents per hundredweight basis in store. Prices and quantities available by varieties and grades may be obtained from Dallas and Portland CSS Commodity Offices. Example of minimum prices of milled rice per hundredweight, at mills: Blue Bonnet: U.S. No. 3 $10.19; U.S. No. 4 $9.49 Century Patna: U.S. No. 3 9.26; U.S. No. 4 8.66 Export: Prices and quantities available by varieties and grades may be obtained from Dallas and Portland CSS Commodity Offices for application to approved barter contracts and approved credit and emergency sales.

Commodity	Sales price or method of sale
Rice, rough	Domestic: Market price but not less than the 1958 loan rate plus 5 percent, plus 46 cents per hundredweight, basis in store. Export: As milled or brown under Announcement GR-369 Rice Export Program Payment-in-Kind and under approved barter contracts and approved credit and emergency sales. Prices, quantities, and varieties of rough rice available from Dallas CSS Commodity Office.
Corn, bulk	Domestic: Commercial corn-producing area: Market price, basis in store,[2] but not less than the 1958 applicable loan rate for corn produced in compliance with 1958 acreage allotments plus: (1) a markup for 16 cents per bushel for corn in storage at point of production, (2) a markup of 18 cents per bushel and the rail freight from point of production to the present point of storage for corn in storage at other than point of production. Examples of the foregoing minimum price per bushel for No. 2 yellow corn, 13.3 percent moisture and 1.4 percent foreign material including average paid-in freight from Woodford County, Ill., to Chicago and Redwood County, Minn., to Minneapolis, respectively. Chicago .... $1.73½ Minneapolis .... 1.62¾ Noncommercial corn-producing area: Market price, basis in store,[2] but not less than 133 percent of the applicable 1958 loan rate plus markups as above. Available Evanston, Dallas, Kansas City, Minneapolis and Portland CSS Commodity Offices. Non-storable corn, unrestricted use, (as available): At other than bin sites, through the above offices. At bin sites, through ASC County Offices. Export: Under Announcement GR-212, revised, amended, for application to barter contracts and approved credit and emergency sales, and under Announcement GR-368, for Feed Grain Payment-in-Kind program.
Oats, bulk	Domestic: Market price, basis in store,[2] but not less than the 1958 applicable loan rate, plus (1) a markup of 14 cents per bushel for oats in storage at point of production, (2) a markup of 16 cents per bushel and the rail freight from point of production to present point of storage for oats in storage at other than the point of production. Examples of the foregoing minimum price per bushel including average paid-in freight from Woodford County, Ill., to Chicago and Redwood County, Minn., to Minneapolis, respectively: Chicago, No. 3 oats or better .... $0.85¼ Minneapolis, No. 3 oats or better .... .79½ Available Minneapolis, Evanston, Kansas City, Portland and Dallas CSS Commodity Offices. Export: Under Announcement GR-212, revised, amended, for application to barter contracts and approved credit and emergency sales and under Announcement GR-368 for Feed Grain Payment-in-Kind program.
Barley, bulk	Domestic: A. For barley stored at any designated terminal set forth in CCC Price Support Bulletin Supplement and transit billing barley: Market price basis in store but not less than the 1958 applicable loan rates plus (1) 18 cents per bushel if received by truck or (2) 15 cents per bushel if received by rail or barge. B. For barley not included under A above: Market price but not less than the 1958 applicable loan rates plus (1) 18 cents per bushel if received by truck or 15 cents per bushel if received by rail, plus (2) any reductions in freight rates in effect at time of sale from those in effect on May 1, 1958, from the point of storage to the designated terminal.[3] If delivery is outside the area of production, applicable freight will be added to the above. Example of the foregoing minimum price per bushel (exrail or barge): Minneapolis, No. 2 or better .... $1.33 Export: Under Announcement GR-212 revised, amended, for application to barter contracts and approved credit and emergency sales, and under Announcement GR-368 for Feed Grain Payment-in-Kind program. Available Minneapolis, Evanston, Kansas City, Portland, and Dallas CSS Commodity Offices.
Rye, bulk	Domestic: A. For rye stored at any designated terminal set forth in CCC Price Support Bulletin Supplement and transit billing rye: Market price basis in store but not less than the 1958 applicable loan rates plus (1) 21 cents per bushel if received by truckor (2) 16 cents per bushel if received by rail or barge. B. For rye not included under A above: Market price but not less than the 1958 applicable loan rate plus (1) 21 cents per bushel if received by truck or 16 cents per bushel if received by rail, plus (2) any reductions in effect on May 1, 1958, from the point of storage to the designated terminal.[3] If delivery is outside the area of production, applicable freight will be added to the above. Example of the foregoing minimum price per bushel (exrail or barge): Minneapolis, No. 2 or better .... $1.50 Available Evanston, Kansas City, Minneapolis, Portland, and Dallas CSS Commodity Offices. Export: Under Announcement GR-212, revised, amended, for application to approved credit and emergency sales, and under Announcement GR-368 for Feed Grain Payment-in-Kind program.
Grain sorghums, bulk	Domestic: A. For grain sorghums originating in Arizona, California, Idaho, Nevada, New Mexico, Oregon, Utah, and Washington or stored at any designated terminal set forth in CCC Price Support Bulletin Supplement and transit billing grain sorghums: Market price basis in store but not less than the 1958 applicable loan rates plus (1) 37 cents per hundredweight if received by truck or (2) 28 cents per hundredweight if received by rail or barge. B. For grain sorghums not included under A above: Market price but not less than the 1958 applicable loan rate plus (1) 37 cents per hundredweight if received by truck or 28 cents per hundredweight if received by rail, plus (2) any reductions in effect on May 1, 1958, from the point of storage to the designated terminal.[3] If delivery is outside the area of production, applicable freight will be added to the above. Example of the foregoing minimum price per hundredweight (ex rail or barge): Kansas City, No. 2 or better .... $2.59 Available Dallas, Portland, and Kansas City CSS Commodity Offices. Export: Under Announcement GR-212 revised, amended, for application to barter contracts and approved credit and emergency sales, and under Announcement GR-368, for Feed Grain Payment-in-Kind program.
Dry edible beans (bagged) (as available).	Domestic: Domestic market price but not less than the following minimum price per hundredweight for U.S. No. 1 f.o.b. indicated points of production, amount of paid-in freight to be added as applicable. For other grades, adjust by market differentials.

Class	Price per hundred-weight	Area of production	CSS commodity office
Red kidney	$8.69	Michigan; New York	Evanston.
Pea	7.58	Michigan	Evanston.

Commodity	Sales price or method of sale
	Export: Competitive bids under Announcement GR-376 for the classes offered by the Office listed on preceding page.
Flaxseed, bulk (as available)	Domestic for crushing or export: Market price basis in store but not less than 1958-crop support rate for grade No. 1 with 10.6-11.0 moisture plus 3 cents per bushel. Premiums and discounts provided in loan bulletin to apply to other qualities. Available Portland CSS Commodity Office.
Soybeans, bulk, 1957 crop	Domestic for crushing or export: Market price basis in store but not less than the 1957 basic loan rate for No. 2 grade, basis point of production plus 5 cents per bushel. Market discounts for quality factors will be applied to the basic price to determine the actual minimum sales prices. If delivery is outside the area of production, applicable freight and out-elevation charges at country loading point and in-elevation charges at subterminal or terminal storage point will be added to the above price. Available Evanston, Kansas City, and Minneapolis CSS Commodity Offices.
Burley Tobacco (as available)	Domestic or export, unrestricted use: Competitive bid and/or fixed prices under the terms and conditions of announcement to be issued. This announcement will cover a limited quantity (about 11 million pounds). Copies of such announcement, when issued, may be obtained from the Tobacco Division, Commodity Stabilization Service, U.S. Department of Agriculture, Washington 25, D.C.
Gum rosin	Domestic: Offer and acceptance basis, in galvanized metal drums (approximating 517 pounds net) in the stated quantities and on the designated storage yards, subject to the terms and conditions of Announcement TB-21-59 and the supplements thereto which will be issued monthly. Available through the American Turpentine Farmers Association Coop., Valdosta, Ga. Export: Competitive bid in storage, subject to Announcement TB-21-59 and supplements thereto.
Gum turpentine	Domestic: Offer and acceptance basis, bulk in tanks, in the stated quantities and in the designated storage tanks subject to the prices, terms and conditions of Announcement TB-21-59 and supplements thereto which will be issued monthly. Available through ATFA, Valdosta, Ga. Export: Competitive bid bulk in storage tanks subject to Announcement TB-21-59 and supplements thereto.
Tung oil	Export: Competitive bid under Announcement CT-OP-10 by Cincinnati CSS Commodity Office.

See footnotes at end of table.

[1] At the processor's plant or warehouse but with any prepaid storage and out-handling charges for the benefit of the buyer.

[2] In those counties in which grain is stored in CCC bin sites, delivery will be made f.o.b. buyer's conveyance at bin sites without additional cost; sales will also be made in store approved warehouses in such county and adjacent counties at the same price, provided the buyer makes arrangements with the warehouse for storage documents.

[3] This provision is necessary to insure continuation of CCC sales at terminal locations in their normal ratio to sales at non-terminal locations. The minimum sales prices of these grains at affected locations will be increased by an amount corresponding to any decrease since May 1, 1958, in the freight rates from the point of storage to a designated terminal. CSS Commodity Offices will furnish freight rate information upon request.

(Sec. 4, 62 Stat. 1070, as amended; 15 U. S. C. 714b. Interpret or apply sec. 407, 63 Stat. 1055; 7 U.S.C. 1427, sec. 208, 63 Stat. 901)

Issued: March 5, 1959.

[SEAL] FOREST W. BEALL,
Acting Executive Vice President, Commodity Credit Corporation.

[F.R. Doc. 59-2080; Filed, Mar. 10, 1959; 8:51 a.m.]

DEPARTMENT OF COMMERCE

Office of the Secretary

ROBERT L. TURNER

Statement of Changes in Financial Interests

In accordance with the requirements of section 710(b)(6) of the Defense Production Act of 1950, as amended, and Executive Order 10647 of November 28, 1955, the following changes have taken place in my financial interests in the last six months:

A. Deletions: None.
B. Additions: None.

This statement is made as of March 1, 1959.

ROBERT L. TURNER.

MARCH 1, 1959.

[F.R. Doc. 59-2059; Filed, Mar. 10, 1959; 8:48 a.m.]

PAUL BUTLER

Statement of Changes in Financial Interests

In accordance with the requirements of section 710(b)(6) of the Defense Production Act of 1950, as amended, and Executive Order 10647 of November 28, 1955, the following changes have taken place in my financial interests in the last six months:

A. Deletions: None.
B. Additions:
Butler Aviation—Midway.
Butler Aviation—Meigs, Chicago.
Butler Aviation—General Mitchell Field, Milwaukee.
Butler Aviation—Greater Rockford Airport, Rockford.
Butler Aviation—Washington National Airport, Washington, D.C.
Butler Aviation—La Guardia Airport, Flushing, New York.
Ginger Basin Company.
Butler Paper Company—Los Angeles.
Paper Converters, Inc.—Appleton, Wisconsin.
Intrafi, Inc.—Panama.
Palm Beach Aero Corporation.
Lear, Incorporated.
Pioneer Kettleman Company.

This statement is made as of March 1, 1959.

PAUL BUTLER.

MARCH 4, 1959.

[F.R. Doc. 59-2060; Filed, Mar. 10, 1959; 8:48 a.m.]

HAROLD L. GRAHAM, JR.

Statement of Changes in Financial Interests

In accordance with the requirements of section 710(b)(6) of the Defense Production Act of 1950, as amended, and Executive Order 10647 of November 28, 1955, the following changes have taken place in my financial interests in the last six months:

A. Deletions: None.
B. Additions: None.

This statement is made as of March 1, 1959.

HAROLD L. GRAHAM, Jr.

FEBRUARY 16, 1959.

[F.R. Doc. 59-2061; Filed, Mar. 10, 1959; 8:48 a.m.]

HERBERT L. HALL

Statement of Changes in Financial Interests

In accordance with the requirements of section 710(b)(6) of the Defense Production Act of 1950, as amended, and Executive Order 10647 of November 28, 1955, the following changes have taken place in my financial interests as reported in the FEDERAL REGISTER:

A. Deletions: No change.
B. Additions: No change.

This statement is made as of February 26, 1959.

HERBERT L. HALL.

FEBRUARY 26, 1959.

[F.R. Doc. 59-2072; Filed, Mar. 10, 1959; 8:50 a.m.]

RICHMOND LEWIS

Statement of Changes in Financial Interests

In accordance with the requirements of section 710(b)(6) of the Defense Production Act of 1950, as amended, and Executive Order 10647 of November 28, 1955, the following changes have taken place in my financial interests as last reported in the FEDERAL REGISTER:

A. Deletions: None.
B. Additions: None.

This statement is made as of February 27, 1959.

RICHMOND LEWIS.

FEBRUARY 27, 1959.

[F.R. Doc. 59-2073; Filed, Mar. 10, 1959; 8:50 a.m.]

MARGUERITE M. SAUERS

Statement of Changes in Financial Interests

In accordance with the requirements of section 710(b)(6) of the Defense Production Act of 1950, as amended, and Executive Order 10647 of November 28, 1955, the following changes have taken place in my financial interests as last reported in the FEDERAL REGISTER.

A. Deletions: No change.
B. Additions: No change.

This statement is made as of February 28, 1959.

MARGUERITE M. SAUERS.

[F.R. Doc. 59-2074; Filed, Mar. 10, 1959; 8:50 a.m.]

ATOMIC ENERGY COMMISSION

[Docket No. 50-103]

AEROJET-GENERAL NUCLEONICS

Notice of Issuance of Amendment to Construction Permit

Please take notice that the Atomic Energy Commission has issued the amendment (No. 1) set forth below to construction permit No. CPRR-27 authorizing Aerojet-General Nucleonics, San Ramon, California, to construct three nuclear reactors numbered 103, 104 and 105 of the series designated by AGN as Model AGN-211 to operate at levels not to exceed 100 watts thermal. Construction Permit No. CPRR-27 dated August 6, 1958, previously authorized construction of reactors Model AGN-211, Serial Nos. 101 through 110 for operation at levels not exceeding fifteen watts. The Commission has found that issuance of the amendment to the construction permit will not result in undue hazard to the health and safety of the public and will not be inimical to the common defense and security.

The Commission has found that prior public notice of proposed issuance of this amendment is not necessary in the public interest since construction of the reactors for operation at 100 watts does not present any substantial changes in the hazards to the health and safety of the public from those presented by the previously contemplated construction of the reactors for operation at fifteen watts.

In accordance with the Commission's rules of practice (10 CFR Part 2) the Commission will direct the holding of a formal hearing on the matter of the issuance of the amendment upon receipt of a request therefor from the licensee or an intervener within thirty days after issuance of the license amendment. For further details, see (1) the application for license amendment submitted by Aerojet-General Nucleonics and (2) a hazards analysis of the proposed construction and operation of the reactors at 100 watts prepared by the Division of Licensing and Regulation, both on file at the Commission's Public Document Room, 1717 H Street NW., Washington, D.C. A copy of item (2) above may be obtained at the Commission's Public Document Room or upon request addressed to the Atomic Energy Commission, Washington 25, D.C., Attention: Director, Division of Licensing and Regulation.

Dated at Germantown, Maryland, this 4th day of March, 1959.

For the Atomic Energy Commission.

H. L. PRICE,
Director, Division of Licensing and Regulation.

[Construction Permit No. CPRR-27, Amdt. 1]

The first paragraph of Construction Permit No. CPRR-27 is hereby amended to read as follows:

By application dated April 7, 1958, and amendments thereto dated May 23, 1958, August 20, 1958, and September 11, 1958, (hereinafter referred to collectively as "the application") Aerojet-General Nucleonics, San Ramon, California, requested a Class 104 license, defined in § 50.21 of Part 50, "Licensing of Production and Utilization Facilities", Title 10, Chapter 1, CFR, authorizing construction and operation of ten nuclear reactors of a type designated by Aerojet-General Nucleonics as Model AGN-211 and referred to as Serial Nos. 101 through 110 (hereinafter referred to as "the reactors"). Construction of Serial Nos. 101 and 102 has been completed. Serial Nos. 103, 104 and 105 are to be constructed for operation at a maximum power of 100 watts (thermal). Serial Nos. 106 through 110 are to be constructed for operation at a maximum power of 15 watts (thermal). The reactors are semiportable, plastic core, swimming pool-type research reactors using uranium enriched to 20 percent in the isotope uranium-235 as fuel.

This amendment is effective as of the date of issuance.

Date of issuance: March 4, 1959.

For the Atomic Energy Commission.

H. L. PRICE,
Director, Division of Licensing and Regulation.

[F.R. Doc. 59-2039; Filed, Mar. 10, 1959; 8:45 a.m.]

[Docket Nos. 50-32, 50-91, 50-103]

AEROJET-GENERAL NUCLEONICS

Notice of Issuance of Amendments to Facility License and Construction Permits

Please take notice that the Atomic Energy Commission has issued the amendments set forth below comprising Amendment No. 4 to License No. R-10, and Amendment No. 3 to Construction Permit No. CPRR-23 and Amendment No. 2 to Construction Permit No. CPRR-27. The amendments authorize operation of reactor Model AGN-201, Serial No. 103 with a fuel loading sufficient to provide an excess reactivity of 0.35 percent and authorize construction of reactors Model AGN-201, Serial Nos. 121 through 125 and Model AGN-211, Serial Nos. 103 through 105, with fuel loadings to give each reactor 0.35 percent excess reactivity. The Commission has found that construction and operation of the reactors in accordance with the terms and conditions of the licenses, as amended, will not present undue hazard to the health and safety of the public and will not be inimical to the common defense and security.

The Commission has found that prior public notice of proposed issuance of these amendments is not necessary in the public interest since the construction and operation of the reactors as proposed does not present any substantial changes in the hazards to the health and safety of the public from those presented by the previously approved activities.

In accordance with the Commission's rules of practice (10 CFR Part 2) the Commission will direct the holding of a formal hearing on the matter of the issuance of the license amendments upon receipt of a request therefor from the licensee or an intervener within thirty days after issuance of the license amendments. For further details see (1) the applications for license amendments submitted by Aerojet-General Nucleonics and (2) a hazards analysis of the proposed activities prepared by the Division of Licensing and Regulation, both on file at the Commission's Public Document Room, 1717 H Street NW., Washington, D.C. A copy of item (2) above may be obtained at the Commission's Public Document Room or upon request addressed to the Atomic Energy Commission, Washington 25, D.C., Attention: Director, Division of Licensing and Regulation.

Dated at Germantown, Md., this 4th day of March 1959.

For the Atomic Energy Commission.

H. L. PRICE,
Director, Division of Licensing and Regulation.

[License No. R-10, Amdt. 4]

[Construction Permit No. CPRR-23, Amdt. 3]

[Construction Permit No. CPRR-27, Amdt. 2]

License No. R-10, as amended, issued to Aerojet-General Nucleonics on March 29, 1957, which authorizes operation of reactor Model AGN-201, Serial No. 103, is hereby further amended to authorize an increase in the fuel loading of the reactor to raise the excess reactivity to 0.35 percent, based on operation at 20° C with the glory hole unloaded.

Construction Permits Nos. CPRR-23, as amended, and CPRR-27, as amended, issued to Aerojet-General Nucleonics on February 20, 1958, and August 6, 1958, respectively, are hereby amended to authorize construction of reactors Model AGN-201, Serial Nos. 121 through 125, and Model AGN-211, Serial Nos. 103 through 105, with fuel loadings to give each reactor 0.35 percent excess reactivity, based on operation at 20° C with the glory hole unloaded.

These amendments are effective as of the date of issuance.

Date of issuance: March 4, 1959.

For the Atomic Energy Commission.

H. L. PRICE,
Director, Division of Licensing and Regulation.

[F.R. Doc. 59-2040; Filed, Mar. 10, 1959; 8:45 a.m.]

[Docket No. 50-124]

VIRGINIA POLYTECHNIC INSTITUTE

Notice of Application for Utilization Facility License

Please take notice that Virginia Polytechnic Institute, Blacksburg, Virginia, under section 104c of the Atomic Energy Act of 1954, has submitted an application for a license to construct and operate a 10-kilowatt (thermal), American Radiator & Standard Sanitary Corporation Model UTR-10 Argonaut-type training-and-research reactor on the campus of Virginia Polytechnic Institute in Blacksburg, Virginia. A copy of the application is available for public inspection in the AEC Public Document Room, located at 1717 H Street NW., Washington, D.C.

Dated at Germantown, Maryland, this 4th day of March 1959.

For the Atomic Energy Commission.

H. L. PRICE,
Director, Division of Licensing and Regulation.

[F.R. Doc. 59-2041; Filed, Mar. 10, 1959; 8:45 a.m.]

FEDERAL POWER COMMISSION

[Docket No. G-11564 etc.]

HONOLULU OIL CORP. ET AL.

Notice of Applications and Date of Hearing

MARCH 4, 1959.

In the matters of Honolulu Oil Corporation, Operator, et al., Docket No. G-11564; Permian Basin Pipeline Company, Docket No. G-11699; Shell Oil Company, Docket No. G-11852; Tennessee Gas Transmission Company, Docket No. G-12267.

Take notice that each of the above designated parties, with the exception of Permian Basin Pipeline Company (Permian), Docket No. G-11699), hereinafter sometimes collectively referred to as Applicants, has filed an application for a certificate of public convenience and necessity, pursuant to section 7 of the Natural Gas Act, authorizing the sale of natural gas in interstate commerce for resale as hereinafter described, subject to the jurisdiction of the Commission, all as more fully represented in the respective applications which are on file with the Commission and open to public inspection.

This gas will be produced in the Prentice, Prentice "6700", Prentice Lower Clearfork and Ownby Fields, Yoakum and Terry Counties, Texas, and will be processed in the Prentice Gasoline Plant, Yoakum County, Texas, to be operated by Honolulu Oil Corporation, and then sold to Permian.

Permian has filed an application in Docket No. G-11699 for a certificate of public convenience and necessity authorizing the construction and operation of certain facilities necessary for the transportation and sale of natural gas in interstate commerce for resale as hereinafter described and as more fully represented in the application which is on file with the Commission and open to public inspection.

Docket No. G-11699: Permian filed on January 2, 1957, an application for a certificate of public convenience and necessity authorizing the construction and operation of approximately 2.1 miles of 6⅝-inch O.D. lateral supply pipeline to extend from a

proposed meter station to be installed by Permian near the Prentice Field Gasoline Plant in Yoakum County, Texas, to a proposed connection at a main line tap to be installed by El Paso Natural Gas Company (El Paso) at a point on El Paso's existing 24-inch Dumas transmission pipeline in Yoakum County, in order to enable Permian to purchase up to 15,000 Mcf of residue gas daily from said plant. El Paso was authorized in Docket No. G-12135 to construct and operate said tap. The gas to be purchased by Permian will be resold and delivered to Northern Natural Gas Company (Northern) at the proposed tap of El Paso pursuant to an exchange agreement. Northern will immediately redeliver at said tap said gas to El Paso, and El Paso will transport said gas for the account of Northern for redelivery of such gas to Northern at El Paso's Dumas Compressor Station. The estimated total initial cost of the facilities proposed herein by Permian is $40,000, which cost is to be financed from company funds.

Docket No. G-11564: Honolulu Oil Corporation filed on December 5, 1956, an application as supplemented December 31, 1956; January 4, 1957 and September 23, 1957, for a certificate of public convenience and necessity authorizing the sale to Permian to be made pursuant to a contract dated October 3, 1956.

Docket No. G-11852: Shell Oil Company filed on January 28, 1957, an application as amended April 3, 1957, for a certificate of public convenience and necessity authorizing the sale to Permian to be made pursuant to a contract dated October 10, 1956.

Docket No. G-12267: Tennessee Gas Transmission Company filed on March 21, 1957, an application for a certificate of public convenience and necessity authorizing the sale to Permian to be made pursuant to a contract dated September 16, 1956.

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 March 27, 1959, at 9:30 a.m., e.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 non-contested 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 March 23, 1959. 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] JOSEPH H. GUTRIDE, *Secretary*.

[F.R. Doc. 59-2044; Filed, Mar. 10, 1959; 8:46 a.m.]

[Docket No. G-17395]

EL PASO NATURAL GAS CO.

Notice of Application and Date of Hearing

MARCH 4, 1959.

Take notice that El Paso Natural Gas Company, a Delaware corporation, with principal place of business in El Paso, Texas, filed in Docket No. G-17395, on December 29, 1958, an application for a certificate of public convenience and necessity, pursuant to section 7(c) of the Natural Gas Act, authorizing the construction and operation of facilities as hereinafter described, subject to the jurisdiction of the Commission, all as more fully represented in the application which is on file with the Commission and open to public inspection.

Applicant proposes to construct and operate a metering station together with appurtenant facilities to be located at a point on its existing 30-inch and 26-inch California System pipeline in Maricopa County, Arizona. Applicant states that the proposed faciilties are required to enable El Paso to sell and deliver natural gas to Arizona Public Service Company (Arizona) for resale to Gila Bend, Arizona. Arizona is an existing customer of El Paso retailing gas in numerous communities in the State of Arizona.

Arizona's estimated annual and peak day requirements for the proposed service are as follows:

	Volumes—Mcf at 14.73 psia		
	1st year	2d year	3d year
Annual requirements	61,200	68,040	73,080
Peak day requirements	433	482	518

The total estimated cost of facilities proposed to be constructed by El Paso is $5,500, including overhead and contingency, to be defrayed from current funds. Arizona considers its project as being marginal and because of this, El Paso has agreed to contribute $36,000 to Arizona as a contribution in aid of construction.

This matter is one that should be 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 April 16, 1959 at 9:30 a.m., e.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 application: *Provided, however*, That the Commission may, after a non-contested hearing, dispose of the proceedings pursuant to the provisions of § 130(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 Applicant 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 3, 1959. 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] JOSEPH H. GUTRIDE, *Secretary*.

[F.R. Doc. 59-2046; Filed, Mar. 10, 1959; 8:46 a.m.]

[Docket No. G-17187]

CONSOLIDATED GAS UTILITIES CORP.

Notice of Application and Date of Hearing

MARCH 4, 1959.

Take notice that on December 3, 1958, Consolidated Gas Utilities Corporation (Applicant) filed in Docket No. G-17187 an application pursuant to section 7(c) of the Natural Gas Act for a certificate of public convenience and necessity authorizing the construction and operation of miscellaneous meter and regulator equipment and field lines to enable it to take into its certificated main pipeline system natural gas which will be purchased from producers in the general area of its existing transmission system from time to time during the fiscal year ending October 31, 1959, at a total cost of approximately $500,000, all as more fully set forth in the application which is on file with the Commission and open to public inspection.

The purpose of the subject proposal is to enable Applicant to act with reasonable dispatch in contracting for and connecting to its pipeline system new supplies of natural gas in various producing areas generally coextensive with its system.

This matter is one that should be 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 April 9, 1959, at 9:30 a.m., e.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 application: *Provided, however*, That the Commission may, after a non-contested 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 Applicant 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 pro-

cedure (18 CFR 1.8 or 1.10) on or before March 27, 1959. 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] JOSEPH H. GUTRIDE, *Secretary.*

[F.R. Doc. 59-2045; Filed, Mar. 10, 1959; 8:46 a.m.]

[Docket No. G-17935]

PAUL M. RAIGORODSKY

Order for Hearing, Suspending Proposed Change in Rate, and Allowing Changed Rate to Become Effective

MARCH 4, 1959.

Paul M. Raigorodsky (Raigorodsky) on February 2, 1959, tendered for filing a proposed change in his presently effective rate schedule[1] for sales of natural gas subject to the jurisdiction of the Commission. The proposed change, which constitutes an increased rate and charge, is contained in the following designated filing:

Description: Notice of Change, undated.
Purchaser: Mississippi River Fuel Corporation.
Rate schedule designation: Supplement No. 7 to Raigorodsky's FPC Gas Rate Schedule No. 1.
Effective date: March 5, 1959 (effective date is the first day after expiration of the required thirty days' notice).

The proposed periodic rate increase includes reimbursement of 1.667¢ per Mcf of the Louisiana severance tax which was suspended by Commission's order issued January 13, 1959, in Docket No. G-17436. In view of the controversial interpretation of the tax reimbursement provisions of Raigorodsky's contract, it is deemed appropriate that a public hearing be held to determine the proper interpretation of the tax provisions.

The increased rate and charge so proposed has not been shown to be justified, and may be unjust, unreasonable, unduly discriminatory, or preferential, or otherwise unlawful.

The Commission finds:

(1) It is necessary and proper in the public interest and to aid in the enforcement of the provisions of the Natural Gas Act that the Commission enter upon a hearing concerning the lawfulness of the proposed change, and that Supplement No. 7 to Raigorodsky's FPC Gas Rate Schedule No. 1 be suspended and the use thereof deferred as hereinafter ordered.

(2) It is necessary and proper in the public interest in carrying out the provisions of the Natural Gas Act that the proposed rate be made effective as hereinafter provided and that Raigorodsky be required to file an undertaking as hereinafter ordered and conditioned.

The Commission orders:

(A) Pursuant to the authority of the Natural Gas Act, particularly sections 4 and 15 thereof, the Commission's rules of practice and procedure, and the regulations under the Natural Gas Act (18 CFR Ch. I), a public hearing be held upon a date to be fixed by notice from the Secretary concerning the lawfulness of the proposed rate and charge contained in Supplement No. 7 to Raigorodsky's FPC Gas Rate Schedule No. 1.

(B) Pending the hearing and decision thereon, the supplement is hereby suspended and the use thereof deferred until March 6, 1959, and thereafter until such further time as it is made effective in the manner hereinafter prescribed.

(C) The rate, charge, and classification set forth in the supplement shall be effective on March 6, 1959: *Provided, however*, That within 20 days from the date of this order, Raigorodsky shall execute and file with the Secretary of the Commission the agreement and undertaking described in paragraph (E) below.

(D) Raigorodsky shall refund at such times and in such amounts to the persons entitled thereto, and in such manner as may be required by final order of the Commission, the portion of the increased rate found by the Commission in this proceeding not justified, together with interest thereon at the rate of six percent per annum from the date of payment to Raigorodsky until refunded; shall bear all costs of any such refunding; shall keep accurate accounts in detail of all amounts received by reason of the changed rate and charge allowed by this order to become effective, for each billing period, specifying by whom and in whose behalf such amounts were paid; and shall report (original and one copy) in writing and under oath to the Commission monthly (or quarterly if Raigorodsky so elects) for each billing period and for each purchaser the billing determinants of natural gas sales to such purchasers and the revenues resulting therefrom, as computed both under the rate in effect immediately prior to the date upon which the changed rate allowed by this order becomes effective, together with the differences in the revenues so computed.

(E) As provided in paragraph (C), within 20 days from the date of issuance of this order, Raigorodsky shall execute and file in triplicate with the Secretary of this Commission the written agreement and undertaking to comply with the terms of paragraph (D) hereof, as follows:

Agreement and Undertaking of Paul M. Raigorodsky To Comply With the Terms and Conditions of Paragraph (D) of Federal Power Commission's Order Making Effective Proposed Rate Change

In conformity with the requirements of the order issued ________, 1959, in Docket No. G-______, Paul M. Raigorodsky hereby agrees and undertakes to comply with the terms and conditions of paragraph (D) of said order, and for that purpose has caused this agreement and undertaking to be executed.

____

Date ________________________

Witness:

____

Unless Raigorodsky is advised to the contrary within 15 days after the date of filing such agreement and undertaking, the agreement and undertaking shall be deemed to have been accepted.

(F) If Raigorodsky shall, in conformity with the terms and conditions of paragraph (D) of this order, make the refunds as may be required by order of the Commission, the undertaking shall be discharged; otherwise it shall remain in full force and effect.

(G) Neither the supplement hereby suspended nor the rate schedule sought to be altered thereby shall be changed until the period of suspension has expired, unless otherwise ordered by the Commission.

(H) Interested State commissions may participate as provided by §§ 1.8 and 1.37(f) of the Commission's rules of practice and procedure (18 CFR 1.8 and 1.37(f)).

By the Commission (Commissioners Kline and Hussey dissenting).

[SEAL] JOSEPH H. GUTRIDE, *Secretary.*

[F.R. Doc. 59-2047; Filed, Mar. 10, 1959; 8:46 a.m.]

[Docket No. G-17939]

J. M. HUBER CORP.

Order for Hearing and Suspending Proposed Change in Rates

MARCH 4, 1959.

J. M. Huber Corporation (Huber) on February 4, 1959, tendered for filing a proposed change in its presently effective rate schedule for sales of natural gas subject to the jurisdiction of the Commission. The proposed change, which constitutes an increased rate and charge, is contained in the following designated filing:

Description: Notice of Change, undated.
Purchaser: Natural Gas Pipeline Company of America.
Rate schedule designation: Supplement No. 3 to Huber's FPC Gas Rate Schedule No. 34.
Effective date: March 7, 1959 (effective date is the effective date proposed by Huber).

In support of the proposed periodic rate increase, Huber states that the proposed rate is an indivisible part of the original contract consideration. Huber also calls attention to the small annual amount involved.

The increased rate and charge so proposed has not been shown to be justified, and may be unjust, unreasonable, unduly discriminatory, or preferential, or otherwise unlawful.

The Commission finds: It is necessary and proper in the public interest and to aid in the enforcement of the provisions of the Natural Gas Act that the Commission enter upon a hearing concerning the lawfulness of the said proposed change, and that Supplement No. 3 to Huber's FPC Gas Rate Schedule No. 34 be

[1] Present rates previously suspended and are in effect subject to refund in Docket Nos. G-15862 (Louisiana gathering tax increase) and G-17436 (Louisiana severance tax increase).

suspended and the use thereof deferred as hereinafter ordered.

The Commission orders:

(A) Pursuant to the authority of the Natural Gas Act, particularly sections 4 and 15 thereof, the Commission's rules of practice and procedure, and the regulations under the Natural Gas Act (18 CFR Ch. I), a public hearing be held upon a date to be fixed by notice from the Secretary concerning the lawfulness of the proposed increased rate and charge contained in Supplement No. 3 to Huber's FPC Gas Rate Schedule No. 34.

(B) Pending such hearing and decision thereon, said supplement be and it is hereby suspended and the use thereof deferred until August 7, 1959, and until such further time as it is made effective in the manner prescribed by the Natural Gas Act.

(C) Neither the supplement hereby suspended nor the rate schedule sought to be altered thereby shall be changed until this proceeding has been disposed of or until the period of suspension has expired, unless otherwise ordered by the Commission.

(D) Interested State commissions may participate as provided by §§ 1.8 and 1.37(f) of the Commission's rules of practice and procedure (18 CFR 1.8 and 1.37(f)).

By the Commission (Commissioners Kline and Hussey dissenting).

[SEAL] JOSEPH H. GUTRIDE, *Secretary.*

[F.R. Doc. 59-2048; Filed, Mar. 10, 1959; 8:46 a.m.]

TARIFF COMMISSION

[Investigation 61]

STAINLESS STEEL TABLE FLATWARE

Postponement of Public Hearing

The United States Tariff Commission has ordered that the public hearing in connection with the investigation supplemental to Investigation No. 61 under section 7 of the Trade Agreements Extension Act of 1951, as amended, relating to stainless steel table flatware, heretofore scheduled for March 17, 1959 (23 F.R. 9804), be postponed to 10 a.m., April 21, 1959.

The hearing will be held in the Hearing Room, Tariff Commission Building, Eighth and E Streets NW., Washington, D.C.

Requests to appear. Interested parties desiring to appear, to produce evidence, and to be heard at the public hearing should file requests in writing with the Secretary, United States Tariff Commission, Washington 25, D.C., at least three days in advance of the date of the hearing.

Issued: March 9, 1959.

By order of the Commission.

[SEAL] DONN N. BENT, *Secretary.*

[F.R. Doc. 59-2130; Filed, Mar. 10, 1959; 9:48 a.m.]

INTERSTATE COMMERCE COMMISSION

[Notice 4]

APPLICATIONS FOR MOTOR CARRIER CERTIFICATE OR PERMIT COVERING OPERATIONS COMMENCED DURING THE "INTERIM" PERIOD, AFTER MAY 1, 1958, BUT ON OR BEFORE AUGUST 12, 1958

MARCH 6, 1959.

The following applications and certain other procedural matters relating thereto are filed under the "interim" clause of section 7(c) of the Transportation Act of 1958. These matters are governed by Special Rule § 1.243 published in the FEDERAL REGISTER issue of January 8, 1959, page 205, which provide, among other things, that this publication constitutes the only notice to interested persons of filing that will be given; that appropriate protests to an application (consisting of an original and six copies each) must be filed with the Commission at Washington, D.C., within 30 days from the date of this publication in the FEDERAL REGISTER; that failure to so file seasonably will be construed as a waiver of opposition and participation in such proceeding, regardless of whether or not an oral hearing is held in the matter; and that a copy of the protest also shall be served upon applicant's representative (or applicant, if no practitioner representing him is named in the notice of filing).

No. MC 107500 (Sub No. 23), filed November 26, 1958. Applicant: BURLINGTON TRUCK LINES, INC., 547 West Jackson Blvd., Chicago 6, Ill. Authority sought under section 7 of the Transportation Act of 1958 to operate as a *common carrier*, by motor vehicle, over regular routes, transporting: *Tea*, from Streator, Ill., to Minneapolis, Minn., and Des Moines, Iowa, as follows: (a) from Streator over Illinois Highway 23 to junction U.S. Highway 6, thence over U.S. Highway 6 to junction U.S. Highway 51, thence over U.S. Highway 51 to junction U.S. Highway 52, thence over U.S. Highway 52 to junction Illinois Highway 80, thence over Illinois Highway 80 to junction U.S. Highway 20, thence over U.S. Highway 20 to junction Illinois Highway 35, thence over Illinois Highway 35 to junction Wisconsin Highway 35, thence over Wisconsin Highway 35 to junction U.S. Highway 63, thence over U.S. Highway 63 to junction U.S. Highway 10, thence over U.S. Highway 10 to St. Paul, Minn., and thence over St. Paul City streets to Minneapolis; and (b) from Streator over Illinois Highway 23 to junction U.S. Highway 6 (at Ottawa, Ill.), and thence over U.S. Highway 6 to Des Moines.

No. MC 115608 (Sub No. 4), filed December 10, 1958. Applicant: TEMPCO DISTRIBUTING CO., INC., 1006 South 15th Street, Manitowoc, Wis. Authority sought under section 7 of the Transportation Act of 1958 to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Frozen fruits, frozen berries, frozen vegetables* and *bananas*, from points in Wisconsin to points in Maryland, Ohio, New Jersey, New York, Pennsylvania, Kansas, Missouri, and Colorado.

By the Commission.

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

[F.R. Doc. 59-2063; Filed, Mar. 10, 1959; 8:49 a.m.]

[Notice 8]

APPLICATIONS FOR MOTOR CARRIER "GRANDFATHER" CERTIFICATE OR PERMIT

MARCH 6, 1959.

The following applications and certain other procedural matters relating thereto are filed under the "grandfather" clause of section 7(c) of the Transportation Act of 1958. These matters are governed by Special Rule § 1.243 published in the FEDERAL REGISTER issue of January 8, 1959, page 205, which provide, among other things, that this publication constitutes the only notice to interested persons of filing that will be given; that appropriate protests to an application (consisting of an original and six copies each) must be filed with the Commission at Washington, D.C., within 30 days from the date of this publication in the FEDERAL REGISTER; that failure to so file seasonably will be construed as a waiver of opposition and participation in such proceeding, regardless of whether or not an oral hearing is held in the matter; and that a copy of the protest also shall be served upon applicant's representative (or applicant, if no practitioner representing him is named in the notice of filing).

No. MC 19 (Sub No. 16), filed October 8, 1958. Applicant: BINGAMAN MOTOR EXPRESS CO., INC., 2800 Paxton Street, Harrisburg, Pa. Applicant's attorney: William Biederman, 280 Broadway, New York 7, N.Y. Grandfather authority sought under section 7 of the Transportation Act of 1958 to continue to operate as a *common carrier*, by motor vehicle, over regular routes, transporting: *Frozen fruits* and *frozen vegetables*, (1) from Seabrook, N.J., to the port of entry on the boundary between the United States and Canada at or near Niagara Falls, N.Y.: from Seabrook over New Jersey Highway 77 to Mullica Hill, N.J., thence over New Jersey Highway 45 to Camden, N.J., thence across the Delaware River to Philadelphia, Pa., thence over U.S. Highway 422 to Reading, Pa., thence over U.S. Highway 122 to Sunbury, Pa., thence over U.S. Highway 15 to junction New York Highway 5, thence over New York Highway 5 to junction New York Highway 324, thence over New York Highway 324 to junction New York Highway 18, and thence over New York Highway 18 to the boundary between the United States and Canada at or near Niagara Falls; (2) from Seabrook, N.J., to the port of entry on the boundary between the United States and Canada

at or near Rouses Point, N.Y.: from Seabrook over New Jersey Highway 77 to Mullica Hill, N.J., thence over New Jersey Highway 45 to Camden, N.J., thence over U.S. Highway 130 to junction U.S. Highway 1, thence over U.S. Highway 1 to junction U.S. Highway 9, thence over U.S. Highway 9 to junction U.S. Highway 9W, thence over U.S. Highway 9W to Albany, N.Y., and thence over U.S. Highway 9, through Glens Falls and Plattsburgh, N.Y., to the boundary between the United States and Canada at or near Rouses Point. Alternate route: Over New Jersey Highway 17 from junction U.S. Highway 1 to junction New York State Thruway, thence over New York State Thruway to Albany, N.Y., and thence over U.S. Highway 9 to Rouses Point, N.Y.

No. MC 1485 (Sub No. 4), filed December 10, 1958. Applicant: FRANK C. SCHROLL, doing business as SCHROLL TRANSPORTATION CO., 5 Church Street, Wethersfield, Conn. Applicant's attorney: Hugh M. Joseloff, 410 Asylum Street, Hartford, Conn. Grandfather authority sought under section 7 of the Transportation Act of 1958 to continue to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *frozen fruits, frozen berries*, and *frozen vegetables*, between North Abington, Mass., and Hartford, Connecticut.

No. MC 31367 (Sub No. 19), filed December 2, 1958. Applicant: H. F. CAMPBELL AND H. B. CAMPBELL, doing business as, H. F. CAMPBELL & SON, Millerstown, Pa. Applicant's attorney: John W. Frame, 603 North Front Street, Harrisburg, Pa. Grandfather authority sought under section 7 of the Transportation Act of 1958 to continue to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Frozen fruits* and *frozen vegetables*, (1) from Centre Hall and points in Potter Township, Centre County, Pa., to points in Delaware, District of Columbia, Illinois, Indiana, Maryland, Michigan, Minnesota, Missouri, Nebraska, New Jersey, New York, Ohio, Virginia, Atlanta, Ga., Birmingham, Ala., Boston, Mass., Charlotte, N.C., Raleigh, N.C., Jacksonville, Fla., Louisville, Ky., Milwaukee, Wis., Portland, Maine, and Providence, R.I.; (2) from Lancaster, Lansdowne, Lititz, and York, Pa., to Camden, N.J., Chicago, Ill., and Napoleon, Ohio; (3) from Millerstown, Pa., to Traverse City, Mich., and Winchester, Va.; (4) from points in Delaware, Maryland, and New Jersey to Camden, N.Y., Chicago, Ill., Fayetteville and Springdale, Ark., Napoleon, Ohio, Omaha, Nebr.; (5) from points in Maryland and New Jersey to points in Delaware and Pennsylvania; (6) from Brockport, Elba, Fairport, Holley, Leroy, and Marion, N.Y., to Camden, N.J., Chicago, Ill., and Napoleon, Ohio; (7) from Fairmont, Minn., Omaha, Nebr., Saginaw, Mich., and St. Joseph, Mo., to Centre Hall and points in Potter Township, Centre County, Pa., and (8) from Omaha, Nebr., to Baltimore, Md., New York, N.Y., and Philadelphia, Pa.

No. MC 42487 (Sub No. 383), filed December 6, 1958. Applicant: CONSOLIDATED FREIGHTWAYS, INC., 2116 Northwest Savier Street, Portland, Oreg. Grandfather authority sought under section 7 of the Transportation Act of 1958 to continue to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Frozen fruits, frozen berries, frozen vegetables*, and mixed or straight loads of *frozen fish* (1) from points in Oregon to points in California, Illinois, Indiana, Minnesota, and Wisconsin, and to points in Adams County, Colo., Albany and Natrona Counties, Wyo., Bannock County, Idaho, Hamilton County, Ohio, Jefferson County, Ky., Kent and Muskegon Counties, Mich., Polk and Scott Counties, Iowa, Silver Bow County, Mont., Washoe County, Nev., Weber and Salt Lake Counties, Utah, Lancaster and Douglas Counties, Nebr., points in Minnehaha County, S. Dak., and to those points in St. Louis County, Mo.; (2) between points in Washington, on the one hand, and, on the other, points in Oregon and California; (3) from points in Washington to points in Colorado, Illinois, Iowa, Michigan, Minnesota, Montana, Ohio, and Wisconsin, and points in Jefferson County, Ky., Salt Lake County, Utah, and to those in Wyandotte County, Kans.; (4) from points in California to points in Burleigh County, N. Dak., Cook County, Ill., Linn County, Iowa, Hennepin County, Minn., Silver Bow and Yellowstone Counties, Mont., and those in Washington County, Oreg.; (5) from points in Idaho to points in California, Illinois, Indiana, Minnesota, Oregon, Washington, and Wisconsin, and to points in Adams County, Colo., Hamilton County, Ohio, Lancaster County, Nebr., Saginaw County, Mich., and to those in Yellowstone County, Mont.; (6) from points in Montana to points in King and Spokane Counties, Wash.; and (7) from points in Salt Lake County, Utah to points in King County, Wash.

No. MC 73381 (Sub No. 7), (Republication), filed December 8, 1958, published page 1626, FEDERAL REGISTER issue of March 4, 1959. Applicant: HARRIS TRUCK LINE, INCORPORATED, 3002 East Century Boulevard, Lynwood, Calif. Grandfather authority sought under section 7 of the Transportation Act of 1958 to continue to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Frozen fruits, frozen berries* and *frozen vegetables*, from points in California, Washington, Oregon, Idaho, Utah, Colorado, Missouri, Illinois, Michigan, and New York, to points in Minnesota, Wisconsin, Nebraska, Iowa, Missouri, Baltimore, Md., Louisville, Ky., Michigan, Indiana, Ohio, Illinois, Kansas, Colorado, New York, N.Y., California, and Utah.

No. MC 84737 (Sub No. 68), filed December 10, 1958. Applicant: NILSON MOTOR EXPRESS, a Corporation, Elliot and Harmon Streets, Box 6038 Meyers PO Charleston, S.C. Applicant's at-attorney: Frank A. Graham, Jr., 707 Security Federal Building, Columbia 1, S.C. Grandfather authority sought under section 7 of the Transportation Act of 1958 to continue to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Wool* imported from any foreign country, *wool tops and noils*, and *wool waste* (carded, spun, woven or knitted), from Dover, Del., Savannah, Ga., and points within 15 miles of Savannah, Baltimore, Md., Kansas City, Kans., Kansas City, Mo., Artesia and Roswell, N. Mex., Bennetsville, S. C., Charleston, S.C. and points within 15 miles of Charleston, Greer, Jamestown, Johnsonville, Spartanburg, and Woodruff, S.C., points in Texas, Abington, Va., and Newport News and Norfolk, Va. and points within 15 miles of Newport News and Norfolk to points in Alabama, Georgia, Mississippi, North Carolina, South Carolina, Tennessee, and Virginia, and *coffee beans*, from Charleston, S.C., Brooklyn and New York, N.Y., and Norfolk, Va., to points in North Carolina, South Carolina, and Tennessee.

No. MC 100517 (Sub No. 1), filed December 9, 1958. Applicant: ROSE ATAMIAN, doing business as ATAMIAN TRUCKING COMPANY, 139 North Main Street, Uxbridge, Mass. Grandfather authority sought under section 7 of the Transportation Act of 1958 to continue to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Wool* imported from any foreign country, *wool tops and noils*, and *wool waste* (carded, spun, woven or knitted), between points in Rhode Island, Massachusetts and those in Connecticut on and east of U.S. Highway 5, and between Barre, Mass., on the one hand, and, on the other, Nutley, N.J., and New York, N.Y.

NOTE: Applicant is authorized to conduct operations as a contract carrier under Permit No. MC 93257 and Sub No. 2 thereunder; therefor, dual operations may be involved.

No. MC 109326 (Sub No. 72), filed December 9, 1958. Applicant: C & D TRANSPORTATION CO., INC., P.O. Box 1503, Mobile, Ala. Grandfather authority sought under section 7 of the Transportation Act of 1958 to continue to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Frozen fruits, frozen berries* and *frozen vegetables*, between points in Alabama, Florida, Louisiana, and Mississippi.

No. MC 109478 (Sub No. 28), filed December 8, 1958. Applicant: WORSTER MOTOR LINES, INC., East Main Road, R.D. No. 1, North East, Pa. Applicant's attorney: William W. Knox, 23 West 10th Street, Erie, Pa. Grandfather authority sought under section 7 of the Transportation Act of 1958 to continue to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Frozen fruits, berries and vegetables, cocoa beans* and *coffee beans*, in straight shipments or combined with *frozen poultry* and *frozen fish*, between points in Maine, New Hampshire, Vermont, Massachusetts, Connecticut, Rhode Island, New York, New Jersey, Pennsylvania, Delaware, Maryland, District of Columbia, West Virginia, Ohio, lower peninsula of Michigan, Indiana, Illinois, Wisconsin, and Missouri.

No. MC 111138 (Sub No. 14), (Republication), filed November 28, 1958, published issue of February 26, 1959. Applicant: COLONIAL & PACIFIC FRIGIDWAYS, INC., 1215 Bankhead Highway, P.O. Box 2169, Birmingham, Ala. Applicant's attorney: Donald L.

Stern, 924 City Nat'l Bank Building, Omaha 2, Nebr. Grandfather authority sought under section 7 of the Transportation Act of 1958 to continue to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Frozen fruits, frozen berries* and *frozen vegetables*, and *certain exempt commodities in full loads and mixed shipments*, from points in California, Oregon, and Washington, to points in California, Iowa, Illinois, Wisconsin, Minnesota, Michigan, Missouri, Nebraska, Kansas, and Indiana.

No. MC-111625 (Sub-No. 9), filed December 4, 1958. Applicant: BERMAN'S MOTOR EXPRESS, INC., P.O. Box 288, Binghamton, N.Y. Applicant's attorney: Martin Werner, 295 Madison Avenue, New York 17, N.Y. Grandfather authority sought under section 7 of the Transportation Act of 1958 to continue to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Wool* imported from any foreign country, *wool tops and noils*, and *wool waste* (carded, spun, woven, or knitted), from Boston, Lowell, Lawrence, and South Attleboro, Mass., to Binghamton, N.Y.

No. MC 117620 (Sub No. 1), filed December 10, 1958. Applicant: REFRIGERATED DISPATCH, LTD., a Corporation, 530 East 234th Street, Bronx, N.Y. Applicant's attorney: August W. Heckman, 880 Bergen Avenue, Jersey City 6, N.J. Grandfather authority sought under section 7 of the Transportation Act of 1958 to continue to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Bananas*, (1) from New York, N.Y., and points in Hudson County, N.J., to Ports of Entry on the boundary between the United States and Canada, in Maine (destined to points in New Brunswick and Nova Scotia Provinces, Canada), and points in Maine, Massachusetts, New York, and Connecticut; and (2) from Philadelphia, Pa., Baltimore, Md., and points in Massachusetts, to Ports of Entry on the boundary between the United States and Canada, in Maine (destined to points in New Brunswick and Nova Scotia Provinces, Canada); *Frozen berries* and *frozen vegetables*, from Ports of Entry on the boundary between the United States and Canada, in Maine (Provinces of New Brunswick and Nova Scotia, Canada), to points in Massachusetts and New York.

No. MC 117699 filed October 9, 1958. Applicant: STREEPER W. WOOD, doing business as STREEPER W. WOOD TRUCKING CO., 680 West Fifth South Street, Woods Cross, Utah. Grandfather authority sought under section 7 of the Transportation Act of 1958 to continue to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Bananas*, from San Francisco, Calif., to Salt Lake City, Utah.

NOTE: Applicant states no bananas have been moved since May 1, 1958, but holds himself out to perform this service if and when traffic is available.

No. MC 117736, filed October 22, 1958. Applicant: WILLIAM L. HOFFMAN, 1007 Chestershire Road, Columbus 4, Ohio. Applicant's attorney: John P. McMahon, 44 East Broad Street, Columbus 15, Ohio. Grandfather authority sought under section 7 of the Transportation Act of 1958 to continue to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Bananas*, from New York, N.Y., and Weehawken, N.J., to Columbus and Dayton, Ohio.

No. MC 117744, filed October 22, 1958. Applicant: AL JACOB, 115 Garrison Street, Newark, N.J. Applicant's attorney: Herman B. J. Weckstein, 1060 Broad Street, Newark 2, N.J. Grandfather authority sought under section 7 of the Transportation Act of 1958 to continue to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Bananas*, between points in Maryland, New Jersey, New York, Virginia, and Pennsylvania.

No. MC 117854, filed November 19, 1958. Applicant: PAUL E. HERRING, Farmington, Pa. Applicant's attorney: Frank Sansalone, Bethlehem Building, Fairmont, W. Va. Grandfather authority sought under section 7 of the Transportation Act of 1958 to continue to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Bananas*, from New York, N.Y., Weehawken and Hoboken, N.J., Baltimore, Md., Philadelphia, Pa., and Charleston, S.C., to points in New York, Pennsylvania, New Jersey, Maryland, Michigan, West Virginia, and Ohio.

No. MC 117917, filed November 28, 1958. Applicant: AR-GLEN CORP., Jersey Trucking Center Building, South Kearny, N.J. Applicant's representative: Charles H. Trayford, 155 East 40th Street, New York 16, N.Y. Grandfather authority sought under section 7 of the Transportation Act of 1958 to continue to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Bananas*, from points in the New York, N.Y., Commercial Zone as defined by the Commission, Philadelphia, Pa., Baltimore, Md., and Norfolk, Va., to points in Connecticut, Delaware, District of Columbia, Illinois, Indiana, Iowa, Kentucky, Maine, Maryland, Massachusetts, Michigan, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, Vermont, Virginia, West Virginia, South Carolina, Wisconsin, and Missouri.

No. MC 117929, filed December 1, 1958. Applicant: PAUL F. HUNTLEY, doing business as P. F. HUNTLEY, W. 4023 Rowan, Spokane 15, Wash. Grandfather authority sought under section 7 of the Transportation Act of 1958 to continue to operate as a *common carrier*, by motor vehicle, over *irregular routes*, transporting: *Frozen berries* and *bananas*, from Portland, Oreg., and Sacramento, Oakland, San Francisco, Los Angeles, and San Diego, Calif., to Spokane, Wash.

No. MC-117937, filed December 1, 1958. Applicant: MELVIN BLOOM AND LAWRENCE MEYERS, Dba BLOOM-MEYERS COMPANY, 3117 Produce Row, Houston, Texas. Grandfather authority sought under section 7 of the Transportation Act of 1958 to continue to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Bananas*, between New Orleans and Lake Charles, La., and Galveston, Brownsville, Houston, and Corpus Christi, Tex., Phoenix, Ariz., Roswell, N. Mex., and Birmingham, Ala.

No. MC 117978, filed December 3, 1958. Applicant: M. W. McCURDY, doing business as M. W. McCURDY & COMPANY, 2024 Freeman Street, Houston, Texas. Applicant's attorney: Jo E. Shaw, First National Bank Building, Houston, Texas. Grandfather authority sought under section 7 of the Transportation Act of 1958 to continue to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Frozen fruits, frozen berries, frozen vegetables, cocoa beans, coffee beans, tea, bananas, hemp, wool* imported from any foreign country, *wool tops* and *noils*, and *wool waste* (carded, spun, woven or knitted), from Houston, Beaumont, Galveston, and Brownsville, Tex., and New Orleans, La., to points in Texas, New Mexico, Kansas, Colorado, Nebraska, Missouri, Arizona, Arkansas, and California.

No. MC 117991, filed December 4, 1958. Applicant: ZAVITZ BROTHERS, LTD., Wainfleet, R.T. No. 1, Ontario, Canada. Applicant's representative: Floyd B. Piper, Crosby Building, Franklin Street at Mohawk, Buffalo 2, N.Y. Grandfather authority sought under section 7 of the Transportation Act of 1958 to continue to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Frozen fruits, frozen berries, frozen vegetables*, and *bananas*, from Eastern Seaboard Port cities and points in Massachusetts, Michigan, and New York to points in Michigan and New York on the International Boundary line between the United States and Canada, destined to points in Canada.

No. MC 118204, filed December 8, 1958. Applicant: M. A. RISMILLER, doing business as RISMILLER TRANSPORTATION, 710 Park Drive, Leesburg, Florida. Grandfather authority sought under section 7 of the Transportation Act of 1958 to continue to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Bananas*, from Norfolk, Va., New York, N.Y., and Florida ports to points in Pennsylvania, Virginia, South Carolina, Massachusetts, and Maryland.

No. MC118205, filed December 8, 1958. Applicant: ROSENTHAL PACKING CO., INC., 2001 North Grove Street, Fort Worth (Tarrant County), Texas. Applicant's attorney: Carl Abramson, Continental National Bank Building, Fort Worth 2, Tex. Grandfather authority sought under section 7 of the Transportation Act of 1958 to continue to operate as a *common carrier*, by motor vehicle, over irregular routes transporting: *Frozen fruits, frozen berries, frozen vegetables, coffee beans, tea*, and *bananas*, from points in California, Washington, Louisiana, Texas, Oregon, and Michigan to points in Texas, Louisiana, and Arkansas.

No. MC 118259, filed December 10, 1958. Applicant: R. E. CHEEK, 3814 Northeast 22d Street, Amarillo, Tex. Grandfather authority sought under section 7 of the Transportation Act of 1958 to continue to operate as a *common*

carrier, by motor vehicle, over irregular routes, transporting: *Bananas*, from New Orleans, La., to Amarillo and Lubbock, Texas.

By the Commission.

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

[F.R. Doc. 59-2064; Filed, Mar. 10, 1959; 8:49 a.m.]

[Notice 76]

MOTOR CARRIER ALTERNATE ROUTE DEVIATION NOTICE

MARCH 6, 1959.

The following letter-notices of proposals to operate over deviation routes for operating convenience only with no service at intermediate points have been filed with the Interstate Commerce Commission, under the Commission's Special Rules Revised, 1957 (49 CFR 211.1(c)(8)) and notice thereof to all interested persons is hereby given as provided in such rules (49 CFR 211.1(d)(4)).

Protests against the use of any proposed deviation route herein described may be filed with the Interstate Commerce Commission in the manner and form provided in such rules (49 CFR 211.1(e)) at any time but will not operate to stay commencement of the proposed operations unless filed within 30 days from the date of publication.

Successively filed letter-notices of the same carrier under the Commission's Deviation Rules Revised, 1957, will be numbered consecutively for convenience in identification and protests if any should refer to such letter-notices by number.

MOTOR CARRIERS OF PROPERTY

No. MC 66512 (Deviation No. 1), P & G MOTOR FREIGHT, INCORPORATED, P.O. Box 87, Perrett Place, Manchester, Conn., filed February 25, 1959. Attorney for said carrier, Thomas W. Murrett, 410 Asylum Street, Hartford 3, Conn. Carrier proposes to operate as a *common carrier* by motor vehicle of *general commodities*, with certain exceptions, over two deviation routes, (a) between the Western Terminus of the New England Section of the New York State Thruway at the intersection of Bruckner Boulevard and Westchester Avenue in the Bronx, New York City, N.Y., and the junction of the Bryam River Bridge at the New York-Connecticut State line with the Western Terminus of the Connecticut Turnpike near Port Chester, N.Y., as follows: from the Western Terminus of the New England Section of the New York State Thruway over the New England Section of the New York State Thruway and access routes to junction Bryam River Bridge with the Western Terminus of the Connecticut Turnpike; and (b) between the Western Terminus of the Connecticut Turnpike at the Connecticut-New York State line and the New Haven exit of the said Turnpike as follows: from the Western Terminus of the Connecticut Turnpike over the Connecticut Turnpike and access routes to the New Haven exit of the said Turnpike; and return over the same routes, for operating convenience only, serving no intermediate points. The notice indicates that the carrier is presently authorized to transport the same commodities between Stafford Springs, Conn., and Newark, N. J., over the following pertinent route: from Stafford Springs over Connecticut Highway 20 via West Stafford, Conn., to Somers, Conn., thence over Connecticut Highway 83 via Talcottville, Conn., to junction U.S. Highway 6 (also from West Stafford over Connecticut Highway 30 to junction Connecticut Highway 15, thence over Connecticut Highway 15 to Talcottville), thence over U.S. Highway 6 to Hartford, Conn., thence over U.S. Highway 5 to New Haven, Conn. (also from Hartford over Connecticut Highway 9 to Middletown, Conn., and thence over Connecticut Highway 15 to New Haven), and thence over U.S. Highway 1 to Newark.

By the Commission.

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

[F.R. Doc. 59-2065; Filed, Mar. 10, 1959; 8:49 a.m.]

[Notice 259]

MOTOR CARRIER APPLICATIONS

MARCH 6, 1959.

The following applications are governed by the Interstate Commerce Commission's special rules governing notice of filing of applications by motor carriers of property or passengers and by brokers under sections 206, 209, and 211 of the Interstate Commerce Act and certain other procedural matters with respect thereto.

All hearings will be called at 9:30 o'clock a.m., United States standard time (or 9:30 o'clock a.m., local daylight saving time), unless otherwise specified.

APPLICATIONS ASSIGNED FOR ORAL HEARING OR PRE-HEARING CONFERENCE

MOTOR CARRIERS OF PROPERTY

No. MC 226 (Sub No. 4), filed January 26, 1959. Applicant: LEROY L. WADE & SON, INC., 1615 Izard Street, Omaha 2, Nebr. Applicant's attorney: Donald L. Stern, Suite 924, City National Bank Building, Omaha 2, Nebr. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Used automobiles* in truckaway service, from points in Kansas, Missouri, Illinois, Indiana and Michigan, to Omaha, Nebr. Applicant is conducting operations in Arkansas, Illinois, Indiana, Iowa, Kentucky, Michigan, Missouri, Montana, Nebraska, New Mexico, North Dakota, Ohio, Oklahoma, South Dakota, Tennessee, Texas, and Wisconsin.

NOTE: Applicant is authorized to conduct contract carrier operations in Permit No. MC 226. It has filed an appropriate application with this Commission for a determination of its status as a common or contract carrier.

HEARING: April 17, 1959, at the Rome Hotel, Omaha, Nebr., before Examiner William R. Tyers.

No. MC 730 (Sub No. 131), filed February 16, 1959. Applicant: PACIFIC INTERMOUNTAIN EXPRESS CO., a Nevada Corporation, 1417 Clay Street, Oakland, Calif. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Petroleum* and *petroleum products*, in bulk, in tank vehicles, from Umatilla, Oreg., to points in Oregon in and east of Wasco, Jefferson, Deschutes and Klamath Counties. Applicant is authorized to conduct operations in California, Arizona, Utah, Washington, Montana, Idaho, Nevada, Oregon, Colorado, and Wyoming.

HEARING: March 20, 1959, on Ground Floor, Pittock Block, 410 Southwest 10th Street, Portland, Oreg., before Joint Board No. 172, or, if the Joint Board waives its right to participate, before Examiner Mack Myers.

No. MC 1184 (Sub No. 15), filed February 18, 1959. Applicant: GEORGE F. BURNETT CO., INC., 20450 West Ireland Road, P.O. Box 2538, South Bend, Ind. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Motor vehicles* except trailers, in initial movements, and *imported automobiles*, in secondary movements, in truckaway service, from South Bend, Ind., to points in Kansas, Oklahoma, New Mexico, Texas, Arkansas, Colorado, Louisiana, Montana, and Wyoming. Applicant is authorized to conduct operations in Alabama, Connecticut, Delaware, Florida, Georgia, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Main, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Nebraska, New Hampshire, New Jersey, New York, North Carolina, North Dakota, Ohio, Oklahoma, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Vermont, Virginia, West Virginia, Wisconsin, and the District of Columbia.

HEARING: April 30, 1959, in Room 852, U.S. Custom House, 610 South Canal Street, Chicago, Ill., before Examiner William R. Tyers.

No. MC 2770 (Sub No. 2), filed November 21, 1958. Applicant: SANBORN'S MOTOR EXPRESS, INC., P.O. Box 312, Norway, Maine. Applicant's attorney: Mary E. Kelley, 10 Tremont Street, Boston 8, Mass. Authority sought to operate as a *common carrier*, by motor vehicle, over regular routes, transporting: *General commodities*, except those of unusual value, Class A and B explosives, household goods as defined by the Commission, commodities in bulk, and those requiring special equipment, between Gorham, N.H., and the junction of New Hampshire Highway 16 and U.S. Highway 302 at or near Conway, N.H., over New Hampshire Highway 16, serving no intermediate points, as an alternate route for operating convenience only. Applicant is authorized to conduct operations in New Hampshire, Maine, and Massachusetts.

HEARING: April 13, 1959, at the New Hampshire Public Service Commission, Concord, N.H., before Joint Board No. 186, or, if the Joint Board waives its right to participate, before Examiner Lacy W. Hinely.

No. MC 7381 (Sub No. 5), filed November 17, 1958. Applicant: WEBB'S

TRANSFER, INC., 166 South Main Street, Suffolk, Va. Applicant's attorney: Jno. C. Goddin, State-Planters Bank Building, Richmond 19, Va. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Candy, salted nuts, peanut butter, peanut butter sandwiches, cream filled cookies*, and *soap*, from Suffolk, Va., to Washington, D.C., Baltimore, Md., Philadelphia, Pa., and New York, N.Y., and *damaged and rejected shipments* of the commodities specified in this application on return. Applicant is authorized to conduct irregular route operations in Delaware, Maryland, Massachusetts, New Jersey, New York, North Carolina, Pennsylvania, South Carolina, Virginia, and the District of Columbia, and irregular route operations in Maryland, New Jersey, New York, Pennsylvania, Virginia, and the District of Columbia.

HEARING: April 20, 1959, at the U.S. Court Rooms, Richmond, Va., before Examiner Walter R. Lee.

No. MC 8681 (Sub No. 74), filed February 4, 1959. Applicant: WESTERN AUTO TRANSPORTS, INC., 430 South Navajo Street, Denver, Colo. Applicant's attorney: Louis E. Smith, Suite 503, 1800 North Meridian Street, Indianapolis 2, Ind. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Motor vehicles*, except trailers, in initial movements, and *imported automobiles*, in secondary movements, by the truckaway method, from South Bend, Ind., to all points in Colorado and Wyoming. Applicant is authorized to conduct operations throughout the United States.

HEARING: April 30, 1959, in Room 852, U.S. Custom House, 610 South Canal Street, Chicago, Ill., before Examiner William R. Tyers.

No. MC 11344 (Sub No. 4), filed December 8, 1958. Applicant: H. F. BARNHILL, doing business as BARNHILL MOTOR EXPRESS, P.O. Box 632, Gaffney, S.C. Applicant's attorney: A. Ray Godshall, De Camp Building, Gaffney, S.C. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: (1) *Frozen fruits, frozen berries* and *frozen vegetables*, from Montezuma, Ga., Plant City, Orlando, and Tampa, Fla., Knoxville, Bell, Dayton, Humboldt, and Memphis, Tenn., to Greenville, S.C., Raleigh, N.C., Jacksonville, Tampa, and Miami, Fla., and Atlanta, Ga., (2) *Coffee beans* and *tea*, from Charleston, S.C., Tampa and Port Everglades, Fla., to Greenville, S.C., Raleigh, N.C., Jacksonville, Tampa, and Miami, Fla., and Atlanta, Ga., and *empty containers or other such incidental facilities* (not specified) used in transporting the above commodities on return. Applicant is authorized to conduct operations in South Carolina by virtue of a second proviso filing filed with this Commission and assigned Docket No. MC 11344 Sub No. 2.

HEARING: April 27, 1959, at the Wade Hampton Hotel, Columbia, S.C., before Examiner Walter R. Lee.

No. MC 11344 (Sub No. 5), filed December 8, 1958. Applicant: H. F. BARNHILL, doing business as BARNHILL MOTOR LINES, P.O. Box 632, Gaffney, S.C. Applicant's attorney: A. Ray Godshall, De Camp Building, Gaffney, S.C. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *General commodities*, except those of unusual value, Class A and B explosives, household goods as defined by the Commission, commodities in bulk, and those requiring special equipment, between points in Cherokee, Union, York, Spartanburg, and Greenville Counties, S.C., on the one hand, and, on the other, points in South Carolina. Applicant is authorized to conduct operations in South Carolina by virtue of a second proviso filing filed with this Commission and assigned Docket No. MC 11344 Sub No. 2.

HEARING: April 27, 1959, at the Wade Hampton Hotel, Columbia, S.C., before Joint Board No. 177, or, if the Joint Board waives its right to participate, before Examiner Walter R. Lee.

No. MC 13087 (Sub No. 20), filed January 26, 1959. Applicant: STOCKBERGER TRANSFER & STORAGE, INC., 524 Second Street, SW., Mason City, Iowa. Applicant's representative: William A. Landau, 1307 East Walnut Street, Des Moines 16, Iowa. Authority sought to operate as a *common carrier* by motor vehicle, over irregular routes, transporting: *Meats, meat products and meat by-products*, as described in Appendix I to report in *Descriptions in Motor Carrier Certificates*, 61 MCC 209, 272, between Mason City, Iowa, and Green Bay, Madison, Milwaukee, Oshkosh, and Two Rivers, Wis. Applicant is authorized to conduct operations in Iowa, Illinois, Minnesota, North Dakota, South Dakota, Kansas, Nebraska, Missouri, Wisconsin, and Michigan.

HEARING: April 16, 1959, at the Federal Office Building, Fifth and Court Avenues, Des Moines, Iowa, before Joint Board No. 202, or, if the Joint Board waives its right to participate, before Examiner William R. Tyers.

No. MC 15859 (Sub No. 4), filed February 12, 1959. Applicant: WARREN E. HINE, doing business as THE HINE LINE, Chimney Rock Road, Martinsville, N.J. Applicant's attorney: Milton E. Diehl, 1383 National Press Building, Washington, D.C. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Hides, pelts*, or *skins*, whole or trimmed, frozen, green, green salted or pickled, between points in Delaware, Maryland, New Jersey, New York, and Pennsylvania.

HEARING: April 14, 1959, at the Offices of the Interstate Commerce Commission, Washington, D.C., before Examiner James O'D. Moran.

No. MC 20783 (Sub No. 42), filed February 9, 1959. Applicant: TOMPKINS MOTOR LINES, INC., 1000 Third Avenue North, Nashville, Tenn. Applicant's attorney: David Axelrod, 39 South La Salle Street, Chicago 3, Ill. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Meats, meat products*, and *meat by-products, dairy products*, and *articles distributed by meat packing houses*, from Cudahy, Wis., to points in Alabama, Florida, Georgia, North Carolina, South Carolina, and Tennessee. Applicant is authorized to conduct regular route operations in Georgia, North Carolina and Tennessee, and irregular route operations in Alabama, Florida, Georgia, North Carolina, South Carolina, and Tennessee.

HEARING: April 28, 1959, in Room 852, U.S. Custom House, 610 South Canal Street, Chicago, Ill., before Examiner William R. Tyers.

No. MC 21170 (Sub No. 33), (Republication) filed September 26, 1958. Applicant: BOS LINES, INC., 408 South 12th Avenue, Marshalltown, Iowa. Authority sought to operate as a *common carrier*, by motor vehicle, over a regular route, transporting: *General commodities*, except those of unusual value, Class A and B explosives, household goods as defined by the Commission, commodities in bulk, and those requiring special equipment, between Madrid, Iowa, and Des Moines, Iowa, over Iowa Highway 60, serving no intermediate points, as an alternate route for operating convenience only in connection with applicant's authorized regular route operations. Applicant is authorized to conduct regular route operations in Colorado, Illinois, Indiana, Iowa, Kansas, Minnesota, Missouri, and Nebraska, and irregular route operations throughout the United States.

HEARING: April 16, 1959, at the Federal Office Building, Fifth and Court Avenues, Des Moines, Iowa, before Joint Board No. 92, or, if the Joint Board waives its right to participate, before Examiner William R. Tyers.

No. MC 22619 (Sub No. 11), filed January 26, 1959. Applicant: PULLEY FREIGHT LINES, INC., East 24th and Easton Boulevard, Des Moines, Iowa. Applicant's representative: William A. Landau, 1307 East Walnut Street, Des Moines 16, Iowa. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Canned goods*, from Pekin, Ill., to points in Iowa. Applicant is authorized to conduct operations in Iowa, Kansas, Nebraska, Minnesota, Illinois, Indiana, Wisconsin, and Missouri.

NOTE: Applicant states that no duplicating authority is sought. A proceeding has been instituted under section 212(c) to determine whether applicant's status is that of a common or contract carrier in No. MC 22619 (Sub No. 10).

HEARING: April 15, 1959, at the Federal Office Building, Fifth and Court Avenues, Des Moines, Iowa, before Joint Board No. 54, or, if the Joint Board waives its right to participate, before Examiner William R. Tyers.

No. MC 25708 (Sub No. 15), filed November 19, 1958. Applicant: BEARD-LANEY, INC., 1009 Church Street, Camden, S.C. Applicant's attorney: Frank A. Graham, Jr., 707 Security Federal Building, Columbia 1, S.C. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Petroleum products*, in bulk, in tank vehicles, from Savannah, and Port Wentworth, Ga., and points within 7 miles of each to points in Virginia. Applicant is authorized to conduct operations in Georgia, North

Carolina, South Carolina, New Jersey, Pennsylvania, New York, Tennessee, Virginia, and the District of Columbia.

HEARING: April 24, 1959, at the Wade Hampton Hotel, Columbia, S.C., before Examiner Walter R. Lee.

No. MC 29886 (Sub No. 142), filed January 26, 1959. Applicant: DALLAS & MAVIS FORWARDING CO., INC., 4000 West Sample Street, South Bend, Ind. Applicant's attorney: Charles Pieroni, 523 Johnson Building, Muncie, Ind. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Motor vehicles*, except trailers, in initial movements, and *automobiles*, imported from foreign countries, in secondary movements, in truckaway service, from South Bend, Ind., to points in Iowa, Michigan, Minnesota, Missouri, Nebraska, New Mexico, North Dakota, South Dakota, Texas, and Wisconsin. Applicant is authorized to conduct operations throughout the United States.

HEARING: April 30, 1959, in Room 852, U.S. Custom House, 610 South Canal Street, Chicago, Ill., before Examiner William R. Tyers.

No. MC 29964 (Sub No. 10), filed December 16, 1958. Applicant: COCHRANE TRANSPORTATION COMPANY, a corporation, 1622 Ninth Street Road, Richmond, Va. Applicant's attorney: Glenn F. Morgan, 1006-1008 Warner Building, Washington 4, D.C. Authority sought to operate as a *common carrier*, by motor vehicle, over a regular route, transporting: *General commodities*, except those of unusual value, Class A and B explosives, commodities in bulk, household goods as defined by the Commission, and commodities requiring special equipment, between junction U.S. Highway 1 and Virginia Highway 10 and Petersburg, Va., over U.S. Highway 1, serving no intermediate points. Applicant is authorized to conduct regular route operations in Maryland, New Jersey, Pennsylvania, Virginia, and the District of Columbia, and irregular route operations in Virginia.

HEARING: April 17, 1959, at the U.S. Court Rooms, Richmond, Va., before Joint Board No. 108, or, if the Joint Board waives its right to participate, before Examiner Walter R. Lee.

No. MC 30837 (Sub 252), filed February 11, 1959. Applicant: KENOSHA AUTO TRANSPORT CORPORATION, 4519 76th Street, Kenosha, Wis. Applicant's attorney: Paul F. Sullivan, 1821 Jefferson Place NW., Washington 6, D.C. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Chassis*, in initial movements, in driveaway and truckaway service, from Bath, New York, to all points in the United States east of the Mississippi River. Applicant is authorized to conduct operations throughout the United States.

HEARING: April 16, 1959, at the Offices of the Interstate Commerce Commission, Washington, D.C., before Examiner William P. Sullivan.

No. MC 35428 (Sub No. 4), filed January 26, 1959. Applicant: F. W. MYERS DRIVEAWAY SYSTEM, INC., 20300 Ireland Road, South Bend, Ind. Applicant's attorney: Charles Pieroni, 523 Johnson Building., Muncie, Ind. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Motor vehicles*, except trailers, in initial movements, and *automobiles*, imported from foreign countries, in secondary movements, in truckaway service, from South Bend, Ind., to points in Delaware, Maine; Maryland, Massachusetts, New Hampshire, Pennsylvania, Rhode Island, Vermont, and Washington, D.C. Applicant is authorized to conduct operations in Alabama, Connecticut, Delaware, District of Columbia, Florida, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Mississippi, Missouri, Nebraska, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Tennessee, Texas, Vermont, Virginia, West Virginia, and Wisconsin.

HEARING: April 30, 1959, in Room 852, U.S. Custom House, 610 South Canal Street, Chicago, Ill., before Examiner William R. Tyers.

No. MC 50132 (Sub No. 54), filed January 21, 1959. Applicant: CENTRAL & SOUTHERN TRUCK LINES, INC., 312 West Morris Street, Caseyville, Ill. Authority sought to operate as a *common or contract carrier*, by motor vehicle, over irregular routes, transporting: *Meats, meat products, meat by-products, dairy products, articles distributed by meat packing houses* and *articles used by meat packing houses in the conduct of their business* when destined to meat packing houses, from Omaha, Nebr., to points in Illinois, except points in Chicago and East St. Louis, Ill., Commercial Zones. Applicant is authorized to conduct operations in Alabama, Arkansas, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Mississippi, Missouri, Nebraska, North Carolina, Ohio, South Carolina, Tennessee, Virginia, and West Virginia.

NOTE: A proceeding has been instituted under section 212(c) to determine whether applicant's status is that of a contract or common carrier in No. MC 50132 (Sub No. 38).

HEARING: April 20, 1959, at the Rome Hotel, Omaha, Nebr., before Examiner William R. Tyers.

No. MC 50132 (Sub No. 55), filed January 29, 1959. Applicant: CENTRAL & SOUTHERN TRUCK LINES, INC., 312 West Morris Street, Caseyville, Ill. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Lumber* and *wood products*, from points in Louisiana to points in Iowa and Nebraska. Applicant is conducting operations in Alabama, Arkansas, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Mississippi, Missouri, Nebraska, North Carolina, Ohio, South Carolina, Tennessee, Virginia, and West Virginia.

NOTE: Applicant is authorized to conduct common carrier operations in Permit No. MC 50132 and Subs thereunder. It has filed an appropriate application with this Commission for a determination of its status as a common or contract carrier.

HEARING: April 20, 1959, at the Rome Hotel, Omaha, Nebr., before Examiner William R. Tyers.

No. MC 52657 (Sub No. 555), filed January 26, 1959. Applicant: ARCO AUTO CARRIERS, INC., 7530 South Western Avenue, Chicago 20, Ill. Applicant's attorney: Glenn W. Stephens, 121 West Doty Street, Madison, Wis. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Motor vehicles*, in initial movements, and *automobiles*, imported from foreign countries, in secondary movements, in truckaway service, from South Bend, Ind., to points in Arkansas, Iowa, Montana, Nebraska, North Dakota, South Dakota, Tennessee, and Wyoming. Applicant is authorized to conduct operations throughout the United States.

HEARING: April 30, 1959, in Room 852, U.S. Custom House, 610 South Canal Street, Chicago, Ill., before Examiner William R. Tyers.

No. MC 55830 (Sub No. 3), filed December 22, 1958. Applicant: FREIGHT TRANSFER, INCORPORATED, 451 First Avenue, West Haven, Conn. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Junk*, between points in Connecticut and Philadelphia, Pa. Applicant is authorized to conduct regular route operations in Connecticut and New York, and irregular route operations in Connecticut, Massachusetts, New Jersey, and New York.

HEARING: April 22, 1959, at the U.S. Court Rooms, Hartford, Conn., before Examiner Lacy W. Hinely.

No. MC 60014 (Sub No. 4), filed February 2, 1959. Applicant: AERO TRUCKING, INC., 918 Saw Mill Run Boulevard, Pittsburgh, Pa. Applicant's attorney: Noel F. George, 44 East Broad Street, Columbus 15, Ohio. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Cement with asbestos fibre pipe* and *cement with asbestos fibre conduit*, from Waukegan, Ill., to points in Indiana, Ohio, the lower peninsula of Michigan, and points in Pennsylvania on and west of U.S. Highway 15. Applicant is authorized to conduct operations in Illinois, Indiana, Kentucky, Michigan, New York, Ohio, Pennsylvania, West Virginia, and Wisconsin.

NOTE: Applicant is under common control with Ideal Trucking, Inc., Docket No. MC 43673, issued January 7, 1958. Section 210 (dual authority) may be involved.

HEARING: April 14, 1959, at the Offices of the Interstate Commerce Commission, Washington, D.C., before Examiner William P. Sullivan.

No. MC 65665 (Sub No. 9), filed December 1, 1958. Applicant: WEATHERS BROS. TRANSFER CO., INC., 527 St. Charles Avenue NE., Atlanta 8, Ga. Applicant's attorney: R. J. Reynolds, Jr., 1403 Citizens and Southern National Bank Building, Atlanta 3, Ga. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Household goods*, as defined by the Commission, between points in Alabama, Florida, Georgia, Louisiana, Mississippi, North Carolina, South Carolina, Tennessee, Texas, Virginia, and the District of Columbia, on the one hand, and, on the other, points in Arizona, California, Nevada, and New Mexico.

Applicant is authorized to conduct operations in Alabama, Arkansas, Connecticut, Delaware, Florida, Georgia, Illinois, Indiana, Kentucky, Louisiana, Maryland, Massachusetts, Michigan, Mississippi, Missouri, New Jersey, New York, North Carolina, Ohio, Oklahoma, Pennsylvania, Rhode Island, South Carolina, Tennessee, Texas, Virginia, West Virginia, and the District of Columbia.

NOTE: Common control may be involved.

HEARING: May 4, 1959, at 680 West Peachtree Street NW., Atlanta, Ga., before Examiner Walter R. Lee.

No. MC 66562 (Sub No. 1460) (Republication), filed November 3, 1958. Applicant: RAILWAY EXPRESS AGENCY, INCORPORATED, 219 East 42d Street, New York 17, N.Y. Applicant's attorney: William H. Marx (same address as applicant). Authority sought to operate as a *common carrier*, by motor vehicle, over regular routes, transporting: *General commodities, including Class A and B explosives*, moving in express service, between Danville, Va., and Lawrenceville, Va., from Danville over U.S. Highway 58 to the junction of U.S. Highway 501, at or near South Boston, thence over U.S. Highway 501 to the junction of Virginia Highway 96, thence over Virginia Highway 96 to the junction of Virginia Highway 49, at or near Virgilina, thence over Virginia Highway 49 to the junction of U.S. Highway 58, thence over U.S. Highway 58 to Lawrenceville, Va., returning over U.S. Highway 58 to Danville, serving the intermediate points of South Boston, Virgilina, Clarksville, Boydton, South Hill, Brodnax, and Lawrenceville, Va. Applicant is authorized to conduct operations throughout the United States.

HEARING: April 15, 1959, at the U.S. Court Rooms, Richmond, Va., before Joint Board No. 108, or, if the Joint Board waives its right to participate, before Examiner Walter R. Lee.

No. MC 69901 (Sub No. 8), (Republication) filed December 19, 1958. Applicant: NEWSOM TRUCKING COMPANY, INC., P.O. Box No. 509, U.S. Highway 31 Bypass, Columbus, Ind. Applicant's attorney: John E. Lesow, 3737 North Meridian Street, Indianapolis, 8, Ind. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Iron or steel articles*, from Cleveland, Ohio to Fostoria, Ohio, for stoppage in transit at the Atlas Crankshaft Division of Cummins Diesel Sales Corporation for processing. Applicant is authorized to conduct operations in Indiana, Illinois, Iowa, Kentucky, Michigan, Minnesota, Missouri, New York, Ohio, Pennsylvania, West Virginia, and Wisconsin.

NOTE: Applicant states that it is authorized to transport the above commodities from all points in Ohio to Columbus, Ind., and this application is made for the purpose of obtaining authority, if such is required, to complete the transportation of forgoings from Fostoria, Ohio to the Columbus, Ind., plant of the Cummins Engine Company, thereby providing for "stoppage in transit" of the movement which originates in Cleveland and is processed in Fostoria, Ohio.

HEARING: April 20, 1959, at the New Post Office Building, Columbus, Ohio, before Joint Board No. 117.

No. MC 80382 (Sub No. 23), filed November 18, 1958. Applicant: BROOKS TRANSPORTATION COMPANY, INC., 1301 North Boulevard, Richmond, Va. Applicant's attorney: Francis W. McInerny, Commonwealth Building, 1625 K Street NW., Washington 6, D.C. Authority sought to operate as a *common carrier*, by motor vehicle, transporting: *General commodities*, except those of unusual value, Class A and B explosives, household goods as defined by the Commission, commodities in bulk, and those requiring special equipment, serving the location of Gregory Plantations, Inc., at Java, Va., approximately 10 miles east of Chatham, Va., on Virginia Highway 832 as an off-route point in connection with applicant's authorized regular route operations between Lynchburg, Va., and Greensboro, N.C. Applicant is authorized to conduct operations in Virginia, New York, Maryland, Pennsylvania, and the District of Columbia.

HEARING: April 15, 1959, at the U.S. Court Rooms, Richmond, Va., before Joint Board No. 108, or, if the Joint Board waives its right to participate, before Examiner Walter R. Lee.

No. MC 80428 (Sub No. 27), filed January 23, 1959. Applicant: McBRIDE TRANSPORTATION, INC., Main Street, Goshen, N.Y. Applicant's attorney: Martin Werner, 295 Madison Avenue, New York 17, N.Y. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Vinegar*, in bulk, in tank vehicles, from Holley, N.Y., to Fair Lawn, N.J. Applicant is authorized to conduct operations in Connecticut, Maryland, Massachusetts, New Jersey, New York, Ohio, Pennsylvania, and Vermont.

HEARING: April 10, 1959, at the Offices of the Interstate Commerce Commission, Washington, D.C., before Examiner Reece Harrison.

No. MC 80428 (Sub 28), filed February 11, 1959. Applicant: McBRIDE TRANSPORTATION, INC., Main Street, Goshen, N.Y. Applicant's attorney: Martin Werner, 295 Madison Avenue, New York 17, N.Y. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Liquid sugar, invert sugar, syrup, flavorings, and blends of liquid and invert sugar, and corn syrup*, in bulk, in tank vehicles from Yonkers, N.Y., to Columbus, Cleveland, Toledo, and Cincinnati, Ohio. Applicant is authorized to conduct operations in Connecticut, Maryland, Massachusetts, New Jersey, New York, Ohio, Pennsylvania, and Vermont.

HEARING: April 10, 1959, at the Offices of the Interstate Commerce Commission, Washington, D.C., before Examiner Reece Harrison.

No. MC 86913 (Sub No. 7), filed November 10, 1958. Applicant: SILER MOTOR LINES, INCORPORATED, P.O. Box 767, Sanford, N.C. Applicant's attorney: James E. Wilson, 1111 E Street NW., Washington 4, D.C. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Lumber* (except plywood and veneer), (1) from points in North Carolina to points in South Carolina, Georgia, Florida, Tennessee, Delaware, Indiana, Massachusetts, West Virginia, Illinois, Michigan, and Virginia; (2) from points in South Carolina, Tennessee, and Georgia, to points in North Carolina; and (3) from points in Indiana, Illinois, Michigan, West Virginia, Vermont, and Massachusetts, to points in North Carolina, Virginia, Tennessee, and South Carolina. Applicant is authorized to conduct operations in Connecticut, Maryland, New Jersey, New York, North Carolina, Ohio, Pennsylvania, and Virginia.

HEARING: April 22, 1959, at the U.S. Court Rooms, Uptown Post Office, Building, Raleigh, N.C., before Examiner Walter R. Lee.

No. MC 88300 (Sub No. 21), filed February 2, 1959. Applicant: DIXIE TRANSPORT COMPANY, a corporation, North Dixie Highway, Whitley City, Ky. Applicant's attorney: George C. Young, 1109 Barnett National Bank Building, Jacksonville 2, Fla. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Motor vehicles*, in initial movements, and *automobiles* (imported from foreign countries), in secondary movements, by truckaway service, from South Bend, Ind., to points in Alabama, Georgia, Mississippi, North Carolina, South Carolina, and Tennessee, and *damaged or rejected shipments* of the above-specified commodities on return movements. Applicant is authorized to conduct operations in Florida, Georgia, Indiana, Kentucky, Michigan, North Carolina, Ohio, South Carolina, and Tennessee.

HEARING: April 30, 1959, in Room 852, U.S. Custom House, 610 South Canal Street, Chicago, Ill., before Examiner William R. Tyers.

No. MC 92722 (Sub 19), filed February 14, 1959. Applicant: ROBERT R. WALKER, INC., 1818 West Sample Street, South Bend 24, Ind. Applicant's attorney: Charles Pieroni, 523 Johnson Building, Muncie, Ind. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Motor vehicles*, except trailers, in initial movements, and *Automobiles*, imported from foreign countries in secondary movements, in truckaway service in South Bend, Ind., to points in Colorado, Florida, Illinois, Kansas, Kentucky, Missouri, Oklahoma, and Virginia. Applicant is authorized to conduct operations in Alabama, Arizona, Arkansas, California, Georgia, Illinois, Indiana, Kentucky, Louisiana, Michigan, Minnesota, Mississippi, Montana, Missouri, New Mexico, North Carolina, Ohio, Oklahoma, South Carolina, Tennessee, Texas, Wisconsin, and Wyoming.

HEARING: April 30, 1959, in Room 852, U.S. Custom House, 610 South Canal Street, Chicago, Ill., before Examiner William R. Tyers.

No. MC 93890 (Sub No. 15), filed January 29, 1959. Applicant: McDOWALL TRANSPORT, INC., 33 West Grant Ave-

nue, P.O. Box 3231, Orlando, Fla. Applicant's attorney: R. J. Reynolds, Jr., 1403 Citizens & Souther National Bank Building, Atlanta 3, Ga. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Motor vehicles*, except trailers, in initial movements and *automobiles*, imported from foreign countries, in secondary movements, in truckaway service, from South Bend, Ind., to points in Alabama, Georgia, Louisiana, and Mississippi. Applicant is authorized to conduct operations in Alabama, Florida, Georgia, Indiana, Kentucky, Michigan, Ohio, and West Virginia.

HEARING: April 30, 1959, in Room 852, U.S. Custom House, 610 South Canal Street, Chicago, Ill., before Examiner William R. Tyers.

No. MC 96814 (Sub No. 1), (CORRECTION) filed December 11, 1958, published issue March 4, 1959. Applicant: C. M. WILBANKS, doing business as GEORGIA TRUCKING CO., 805 Memorial Drive SE., Atlanta, Ga. The previous publication gave applicant's docket number as No. MC 98614 (Sub No. 1), in error. The correct docket number is No. MC 96814 (Sub No. 1).

No. MC 101829 (Sub No. 7), filed February 5, 1959. Applicant: JOHN J. GLOWATSKY, 650 South Carldon Street, Allentown, Pa. Applicant's attorney: William J. Wilcox, 512 Hamilton Street, Allentown, Pa. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Oxygen gas*, in cylinders and shipper-owned tube trailers, *compressed industrial, including liquid, gasses*, in specially constructed tank trailers, and *oxygen gas generators* and *portable oxygen gas generators* installed in specially built trailers, from Emmaus, Allentown, Trexlertown, and Wilkes-Barre, Pa., to points in Alabama, Connecticut, Delaware, Florida, Georgia, Illinois, Indiana, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Mississippi, New Hampshire, New Jersey, New York, North Carolina, Ohio, Rhode Island, South Carolina, Tennessee, Vermont, Virginia, West Virginia, Wisconsin, and the District of Columbia; and *empty oxygen gas cylinders, shipper-owned tube trailers, specially constructed tank trailers*, and *portable oxygen gas generators* installed in specially built trailers, on return. Applicant is authorized to conduct operations in Pennsylvania, New Jersey, New York, Alabama, Connecticut, Delaware, Florida, Georgia, Illinois, Indiana, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Mississippi, New Hampshire, North Carolina, Ohio, Rhode Island, South Carolina, Tennessee, Vermont, Virginia, West Virginia, Wisconsin, and the District of Columbia.

NOTE: Applicant states that if the proposed authority is granted any duplication of rights heretofore granted in No. MC 101829 Sub No. 4 may be eliminated.

HEARING: April 15, 1959, at the Offices of the Interstate Commerce Commission, Washington, D.C., before Examiner William P. Sullivan.

No. MC 103191 (Sub No. 7), filed November 12, 1958. Applicant: THE GEO. A. RHEMAN CO., INC., 2019 Elgin Street, Charleston, S.C. Applicant's attorney: L. A. Odom, 120 Walnut Street, Spartanburg, S.C. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Fly ash*, in bulk, in tank or hopper trucks, between points in North Carolina, South Carolina, Georgia, and Florida. Applicant is authorized to conduct operations in Virginia, North Carolina, South Carolina, and Georgia.

HEARING: April 24, 1959, at the Wade Hampton Hotel, Columbia, S.C., before Examiner Walter R. Lee.

No. MC 106282 (Sub No. 8), filed February 1, 1959. Applicant: SPEEDWAY TRANSPORTS, INC., 7933 Clayton Road, St. Louis 17, Mo. Applicant's attorney: Walter N. Bieneman, Guardian Building, Detroit 26, Mich. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Automobiles, trucks* and *buses* (as defined in Descriptions in Motor Carrier Certificates, Ex Parte MC-45), in initial movements, by the truckaway method, from Kenosha, Wis., to points in and south of Adams, Schuyler, Cass, Menard, Sangamon, Macon, Moultrie, Douglas, and Edgar Counties, Ill., points in Vermillion, Parke, Vigo, Clay, Sullivan, Greene, Knox, Daviess, Martin, Orange, Gibson, Pike, Dubois, Crawford, Posey, Vanderburgh, Warrick, Spencer, and Perry Counties, Ind., points in and west of Hancock, Ohio, Muhlenberg, and Todd Counties, Ky., points in and west of Pickett, Fentress, Cumberland, Van Buren, Warren, Grundy, and Franklin Counties, Tenn., points in Lauderdale, Limestone, Madison, Colbert, Franklin, Lawrence, and Morgan Counties, Ala., and to those in Arkansas, Louisiana, Mississippi, and Missouri. Applicant is authorized to conduct operations in Arkansas, Illinois, Indiana, Kentucky, Missouri, Tennessee, and Wisconsin.

NOTE: Applicant is authorized to transport New Automobiles from Kenosha, Wis., to points in southern Illinois, eastern Missouri, western Kentucky, and points in Arkansas. Applicant states it does not seek any duplicating authority, and if the proposed authority is granted applicant will surrender its existing initial authority from Kenosha, Wis.

HEARING: April 27, 1959, in Room 852, U.S. Custom House, 610 South Canal Street, Chicago, Ill., before Examiner Lacy R. Tyers.

No. MC 106965 (Sub No. 126), filed February 10, 1959. Applicant: M. I. O'BOYLE & SON, INC., doing business as O'BOYLE TANK LINES, 1825 Jefferson Place NW., Washington, D.C. Applicant's attorney: Dale C. Dillon, same address as applicant. Authority sought to operate as a *common carrier* by motor vehicle, over irregular routes, transporting: *Liquid and invert sugar*, in bulk, in tank vehicles, *corn syrup*, in bulk, in tank vehicles, and *blends of liquid sugar and corn syrup*, in bulk, in tank vehicles, from Philadelphia Pa., to points in Maryland. Applicant is authorized to conduct operations in Maryland, West Virginia, Virginia, Pennsylvania, New Jersey, New York, District of Columbia, Delaware, North Carolina, Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin, Tennessee, Vermont, Alabama, Arkansas, Connecticut, Florida, Georgia, South Carolina, Iowa, Kentucky, Louisiana, Massachusetts, Maine, Mississippi, New Hampshire, and Rhode Island.

HEARING: April 13, 1959, at the Offices of the Interstate Commerce Commission, Washington, D.C., before Joint Board No. 199.

No. MC 107460 (Sub No. 15), filed January 7, 1959. Applicant: WILLIAM Z. GETZ R.D. No. 3, Lancaster, Pa. Applicant's attorney: Christian V. Graf, 11 North Front Street, Harrisburg, Pa. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Aluminum*, in coils and sheets, plain or painted, from Cleveland, Toledo, and Ormet (located approximately two (2) miles south of Hannibal (Monroe County) Ohio, and Chicago, Ill.), to the site of the Quaker State Metals Company plant in Manheim Township, Lancaster County, Pa.; and *Aluminum*, in ingots, rolling ingots, and rolling slabs, from Cleveland, Toledo and Ormet, Ohio, Chicago and McCook, Ill., Davenport, Iowa, and Ravenswood, W. Va., to the site of the Quaker State Metals Company plant, in Manheim Township, Lancaster County, Pa. Applicant is authorized to conduct operations in Connecticut, Delaware, Florida, Georgia, Illinois, Indiana, Iowa, Kentucky, Maine, Maryland, Massachusetts, Michigan New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Tennessee, Vermont, Virginia, West Virginia, Wisconsin, and the District of Columbia.

HEARING: April 15, 1959, at the Offices of the Interstate Commerce Commission, Washington, D.C., before Examiner James O'D. Moran.

No. MC 107496 (Sub No. 124), filed January 16, 1959. Applicant: RUAN TRANSPORT CORPORATION, 408 Southeast 30th Street, Des Moines, Iowa. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Paints, resins, varnishes, lacquers*, and *ingredients* thereof, in bulk, in tank vehicles, (1) from Kansas City, Mo., to St. Paul and Minneapolis, Minn., and (2) between Kansas City, Mo., and, Chicago, Ill. Applicant is authorized to conduct operations in Arkansas, Colorado, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, Oklahoma, Pennsylvania, South Dakota, Texas, and Wisconsin.

HEARING: April 14, 1959, at the Federal Office Building, Fifth and Court Avenues, Des Moines, Iowa, before Examiner William R. Tyers.

No. MC 107515 (Sub No. 303), filed December 16, 1958. Applicant: REFRIGERATED TRANSPORT CO., INC., 290 University Avenue SW., Atlanta 10, Ga. Applicant's attorney: Allan Watkins, 214-216 Grant Building, Atlanta 3, Ga. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: (1) *Fish, including shell fish* whether cooked or uncooked, breaded, frozen or fresh (but not including fish and shell fish which have been treated for preserving such as

canned, smoked, pickled, spiced, corned, or peppered products); and (2) *Agricultural commodities* requiring refrigeration and transported in mechanically refrigerated trailers *including horticultural commodities* (not including manufactured products thereof) shown as "exempt" in the "Commodity List" in Administrative Ruling No. 107 of the Bureau of Motor Carriers (but not including frozen fruit, frozen berries, and frozen vegetables, cocoa beans, coffee beans, tea, bananas or hemp, and wool imported from any foreign country, wool tops and noils or wool waste whether corded, spun, woven or knitted) in the same vehicle with other commodities which are not exempt from regulation which applicant is authorized to transport in its Certificates No. MC 107515 and sub numbers thereunder, between points in Florida, Georgia, North Carolina, South Carolina, Alabama, Mississippi, Louisiana, Texas, Michigan, Oklahoma, Arkansas, Tennessee, Kansas, Missouri, Kentucky, Virginia, West Virginia, Nebraska, Iowa, Wisconsin, Illinois, Colorado, California, New Mexico, Arizona, Ohio, Minnesota, Indiana, and Pennsylvania. Applicant is authorized to conduct operations in Alabama, Arizona, Arkansas, California, Colorado, Florida, Georgia, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Michigan, Minnesota, Mississippi, Missouri, Nebraska, New Mexico, North Carolina, Ohio, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and Wisconsin.

NOTE: Dual operations under section 210 may be involved.

HEARING: April 30, 1959, at 680 West Peachtree Street NW., Atlanta, Ga., before Examiner Walter R. Lee.

No. MC 107515 (Sub No. 306), filed February 2, 1959. Applicant: REFRIGERATED TRANSPORT CO., INC., 290 University Avenue SW., Atlanta 10, Ga. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Frozen foods, meat, meat products,* and *meat by-products,* as defined by the Commission, from Lafayette, Ind., to points in Louisiana, Mississippi, Alabama, Tennessee, Georgia, and Florida. Applicant is authorized to conduct operations in Georgia, Tennessee, North Carolina, South Carolina, Florida, Mississippi, Louisiana, Alabama, Missouri, Kansas, Iowa, Illinois, Indiana, Kentucky, Michigan, Ohio, Wisconsin, Arkansas, Minnesota, Texas, Oklahoma, Nebraska, Arizona, California, and New Mexico.

HEARING: April 21, 1959, in Room 852, U.S. Custom House, 610 South Canal Street, Chicago, Ill., before Examiner William R. Tyers.

No. MC 108125 (Sub No. 12), filed December 11, 1958. Applicant: CENTRAL MOTOR TRUCKING, INC., 85 Central Street, Waltham, Mass. Applicant's attorney: Jeanne M. Hession, 64 Harvest Street, Dorchester, Mass. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Porcelain enamel panels,* uncrated and crated, from Milford, Mass., to points in Maine, New Hampshire, Vermont, Connecticut, New York, New Jersey, Pennsylvania, Delaware, Maryland, Virginia, West Virginia, Kentucky, Ohio, Indiana, and the District of Columbia, and *damaged or rejected shipments* of the above-described commodities, on return. Applicant is authorized to conduct operations in Massachusetts, Rhode Island, New York, Connecticut, Maine, New Hampshire, Vermont, New York, New Jersey, Pennsylvania, Delaware, Maryland, Virginia, West Virginia, Kentucky, Ohio, Indiana, and the District of Columbia.

NOTE: Applicant states by this application it seeks authority to "follow-the-shipper" whom it has been serving under authority granted in Certificate MC 108125, as the shipper has moved its plant from Watertown to Milford, Mass.

HEARING: April 14, 1959, at the New Post Office and Court House Building, Boston, Mass., before Examiner Lacy W. Hinely.

No. MC 109210 (Sub No. 135), filed January 14, 1959. Applicant: CRANEL B. HERNDON, P.O. Box 778, Hampton, S.C. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Plywood and/or veneer,* loose or in bundles, from Greenville, Fla., Doctortown and Savannah, Ga., and Plymouth and Tarboro, N.C., to Varnville, S.C.; and *refused, damaged or returned shipments of the commodities specified,* on return. Applicant is authorized to transport the commodities specified in Alabama, Florida, Georgia, Illinois, Indiana, Kentucky, Maryland, Massachusetts, Michigan, New Jersey, New York, North Carolina, Ohio, Pennsylvania, South Carolina, Tennessee, Texas, Virginia, and Wisconsin.

HEARING: April 29, 1959, at the Wade Hampton Hotel, Columbia, S.C., before Examiner Walter R. Lee.

No. MC 109682 (Sub No. 25), filed February 12, 1959. Applicant: BOLIN DRIVE-A-WAY CO., a Corporation, 26400 Lakeland Blvd., Cleveland, Ohio. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Motor vehicles,* except trailers, in initial movements, and *automobiles* (imported from foreign countries), in secondary movements, in truckaway service, from South Bend, Ind., to points in Connecticut, Indiana, Maine, Massachusetts, Michigan, New Hampshire, Kentucky, North Carolina, Rhode Island, South Carolina, and Vermont. Applicant is authorized to conduct operations throughout the United States.

HEARING: April 30, 1959, in Room 852, U.S. Custom House, 610 South Canal Street, Chicago, Ill., before Examiner William R. Tyers.

No. MC 109708 (Sub No. 7), filed January 30, 1959. Applicant: ERVIN J. KRAMER, doing business as MARYLAND TANK TRANSPORTATION CO., 4524 Reisterstown Road, Baltimore 15, Md. Applicant's attorney: Wilmer B. Hill, 216 Transportation Building, Washington 6, D.C. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Liquid and invert sugar,* in bulk, in tank vehicles, from Baltimore, Md., to Pikeville and Hazard, Ky. Applicant is authorized to conduct operations in Delaware, Maryland, New York, Pennsylvania, and the District of Columbia.

HEARING: April 10, 1959, at the Offices of the Interstate Commerce Commission, Washington, D.C., before Examiner William P. Sullivan.

No. MC 110284 (Sub No. 9), filed November 4, 1958. Applicant: H. W. MILLER TRUCKING COMPANY, a Corporation, Hillsboro Road, Durham, N.C. Applicant's attorney: A. W. Flynn, Jr., 201-204 Jefferson Building, Greensboro, N.C. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Prefabricated and precut buildings or houses,* complete, knocked down or in sections, and *component parts* necessary to the construction, erection or completion of such buildings or houses, from Durham, N.C., to points in Tennessee, Virginia, Maryland, and the District of Columbia, and *empty containers or other such incidental facilities* used in transporting the above-described commodities, on return. Applicant is authorized to conduct operations in South Carolina, North Carolina, Virginia, West Virginia, Ohio, Pennsylvania, Maryland, and Georgia.

HEARING: April 21, 1959, at the U.S. Court Rooms, Uptown Post Office Building, Raleigh, N.C., before Examiner Walter R. Lee.

No. MC 110420 (Sub No. 216), filed January 2, 1959. Applicant: QUALITY CARRIERS, INC., Calumet Street, Burlington, Wis. Applicant's attorney: Paul F. Sullivan, 1821 Jefferson Place NW., Washington 6, D.C. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: (1) *Condensed neovits,* in bulk, in tank vehicles, from Newaygo, Mich., to Chicago, Ill.; (2) *Corn syrup, liquid sugar,* and *blends* or *mixtures* thereof, in bulk, in tank vehicles, from St. Louis, Mo., to points in Michigan, Kansas, and Mississippi; (3) *Petroleum wax emulsified,* in bulk, in tank vehicles, from Milwaukee, Wis., to points in Ohio and Michigan; (4) *Corn syrup, liquid sugar,* and *blends* or *mixtures* thereof, in bulk, in tank vehicles, from Roby, Ind., to points in Mississippi; (5) *Steepwater,* in bulk, in tank vehicles, from Pekin, Ill., to Waterloo, Iowa; (6) *Liquid sugar,* in bulk, in tank vehicles, from Chicago, Ill., to Louisville, Ky.; (7) *Gluconic acid,* in bulk, in tank vehicles, from Newaygo, Mich., to Newark, N.J., and points in Wisconsin, Minnesota, Ohio, Illinois, Indiana, Missouri, Kentucky, and Iowa; (8) *Adhesives,* in bulk, in tank vehicles, from Chicago, Ill., to North Pensacola, Fla., Charlotte and Greensboro, N.C., Anderson, S.C., and St. Louis, Mo.; (9) *Corn syrup, liquid sugar,* and *blends* or *mixtures* thereof, in bulk, in tank vehicles, from Kansas City, Mo., to points in Oklahoma and Texas; (10) *Liquid chocolate* and *chocolate coating,* in bulk, in tank vehicles, from Chicago, Ill., to points in Indiana, Ohio, Michigan, Missouri, Texas, Louisiana, Minnesota, and Iowa, and to Denver, Colo., Grand Forks, N. Dak., Parkersburg, W. Va., Pittsburgh and Philadelphia, Pa., New York and Buffalo, N.Y., New Haven, Conn., Baltimore, Md., Portland, Maine, Lawrence, Mass., Atlanta, Ga., Raleigh, N.C., and Greenville, Tenn.; and (11) *Liquid plastic material* and *synthetic resin,* in bulk,

in tank vehicles, from Milwaukee, Wis., to Pryor, Okla. Applicant is authorized to conduct operations in Alabama, Arkansas, Colorado, Florida, Georgia, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Nebraska, New York, North Dakota, Ohio, Oklahoma, Pennsylvania, South Dakota, Tennessee, Texas, Virginia, West Virginia, and Wisconsin.

HEARING: April 23, 1959, in Room 852, U.S. Custom House, 610 South Canal Street, Chicago, Ill., before Examiner William R. Tyers.

No. MC 110698 (Sub No. 107), filed November 26, 1958. Applicant: RYDER TANK LINE, INC., P.O. Box 457, Greensboro, N.C. Applicant's attorney: Frank B. Hand, Jr., Transportation Building, Washington 6, D.C. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Liquid chemicals*, in bulk, in tank vehicles, between Greensboro, N.C., on the one hand, and, on the other, St. Louis, Mo., and points in Ohio, Indiana, and Illinois. Applicant is authorized to conduct operations in North Carolina, Virginia, Georgia, South Carolina, Tennessee, West Virginia, Maryland, Alabama, Florida, Louisiana, Mississippi, New York, New Jersey, Delaware, Pennsylvania, Arkansas, Kentucky, the District of Columbia, Missouri, Ohio, Texas, and Indiana.

HEARING: April 21, 1959, at the U.S. Court Rooms, Uptown Post Office Building, Raleigh, N.C., before Examiner Walter R. Lee.

No. MC 111672 (Sub No. 1), filed February 9, 1959. Applicant: R & M TRUCK LINES, INC., 1301 High Avenue West, Oskaloosa, Iowa. Applicant's representative: William A. Landau, 1307 East Walnut, Des Moines 16, Iowa. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Calcium chloride*, from Ludington, Mich., to points in Iowa. Applicant is authorized to conduct operations in Wisconsin, Illinois, and Iowa.

HEARING: April 14, 1959, at the Federal Office Building, Fifth and Court Avenues, Des Moines, Iowa, before Examiner William R. Tyers.

No. MC 113996 (Sub No. 4) (Republication), filed October 27, 1958. Applicant: T. C. DUNLEVY, 532 Calhoun Street, Johnston, S.C. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Used auto parts*, unpacked, (1) between the rebuilding plant site (Rayloc) in Atlanta, Ga., and the rebuilding plant site (Rayloc) in Memphis, Tenn.; (2) from the rebuilding plant sites (Rayloc) in Atlanta, Ga., and Memphis, Tenn., to points in Alabama, Florida, Georgia, Mississippi, North Carolina, South Carolina, and Tennessee, and *empty containers or other such incidental facilities* (not specified) used in transporting used auto parts on return. Applicant is authorized to conduct operations in Alabama, South Carolina, Florida, Tennessee, Mississippi, and Georgia.

HEARING: April 29, 1959, at the Wade Hampton Hotel, Columbia, S.C., before Examiner Walter R. Lee.

No. MC 114342 (Sub No. 2), filed October 13, 1958. Applicant: GLEN H. COLE, JR., West Main Street, Huntley, Ill. Authority sought to operate as a *contract carrier*, by motor vehicle, over regular routes, transporting: *Ice Cream* and *berries*, and *empty ice cream cartons and cases*. (1) Between Louisville, Ky., and Flint, Mich., from Louisville over U.S. Highway 31 to junction U.S. Highway 50, near Seymour, Ind., thence in an easterly direction over U.S. Highway 50 to junction Indiana Highway 3, thence north over Indiana Highway 3 to junction Indiana Highway 67, thence over Indiana Highway 67 to junction Indiana Highway 1, thence over Indiana Highway 1 to junction U.S. Highway 27, thence over U.S. Highway 27 to junction Indiana Highway 78, thence in an easterly direction over Indiana Highway 78 to Flint, and return over the same route, serving no intermediate points; and (2) Between Flint, Mich., and Franklin Park, Ill., from Flint over Michigan Highway 78 to junction U.S. Highway 27, thence over U.S. Highway 27 to junction Michigan Highway 60, thence over Michigan Highway 60 to junction combined U.S. Highways 31 and 33, thence over combined U.S. Highways 31 and 33 to the Michigan-Indiana State line, thence continue over combined U.S. Highways 31 and 33 to junction U.S. Highway 20, thence over U.S. Highway 20 to junction U.S. Highway 45, thence over U.S. Highway 45 to Franklin Park, and return over the same route, serving no intermediate points. Applicant is authorized to conduct operations in Illinois and Kentucky.

NOTE: Duplication with present authority to be eliminated.

HEARING: April 22, 1959, in Room 852, U.S. Custom House, 610 South Canal Street, Chicago, Ill., before Examiner William R. Tyers.

No. MC 114533 (Sub No. 7), filed January 26, 1959. Applicant: BANKERS DISPATCH CORPORATION, 4658 South Kedzie Avenue, Chicago, Ill. Applicant's attorney: David Axelrod, 39 South La Salle Street, Chicago 3, Ill. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Exposed and processed color film and prints; complimentary replacement film*, and *incidental dealer handling supplies*, (1) Between Chicago, Ill., on the one hand, and, on the other, all points in Indiana, Michigan, Wisconsin, and Davenport, Iowa. (2) Between Minneapolis, Minn., on the one hand, and, on the other, all points in Minnesota. (3) Between Omaha, Nebr., on the one hand, and, on the other, all points in Nebraska. (4) Between Topeka, Kans., on the one hand, and, on the other, all points in Kansas. (5) Between Kansas City, Mo., on the one hand, and, on the other, all points in Missouri. (6) Between St. Louis, Mo., on the one hand, and, on the other, all points in Missouri. Applicant states with regard to the all of the above-applied for service except that requested in (1) that the transportation to be performed would be limited to shipments having a prior or subsequent movement by air or railway express. Applicant is authorized to conduct operations in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

HEARING: April 22, 1959, in Room 852, U.S. Custom House, 610 South Canal Street, Chicago, Ill., before Examiner William R. Tyers.

No. MC 115887 (Sub No. 1), (Republication) filed November 7, 1958. Applicant: ROBERT H. HENDERSON AND RAYMOND H. JENKINS, doing business as HENDERSON & JENKINS, 2714 Caldwell Avenue, Richmond 24, Va. Applicant's attorney: Jno. C. Goddin, State-Planters Bank Building., Richmond 19, Va. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Meats, meat products*, and *meat by-products*, and *dairy products* as described by the Commission in Ex Parte No. MC 38 Appendix A and Appendix B, in mechanically refrigerated vehicles, from Richmond, Va., to points in North Carolina on and east of U.S. Highway 29 at the Virginia-North Carolina State line to Reidsville, thence along U.S. Highway 158 to Winston-Salem, thence along North Carolina Highway 52 to Lexington, thence along U.S. Highway 64 to Asheboro, thence along U.S. Highway 220 to Rockingham, thence along U.S. Highway 1 to the North Carolina-South Carolina State line, including all points on each of said highways, and *rejected and damaged shipments* of the commodities specified in this application on return. Applicant is authorized to conduct operations in Virginia and West Virginia.

HEARING: April 16, 1959, at the U.S. Court Rooms, Richmond, Va., before Joint Board No. 7, or, if the Joint Board waives its right to participate, before Examiner Walter R. Lee.

No. MC 115887 (Sub No. 2), filed December 24, 1957. Applicant: ROBERT H. HENDERSON AND RAYMOND H. JENKINS, doing business as HENDERSON & JENKINS, 2714 Caldwell Avenue, Richmond, Va. Applicant's attorney: John C. Goddin, State-Planters Bank Building, Richmond 19, Va. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Fertilizer* and *fertilizer materials*, from Norfolk, Va., to points in West Virginia, and *refused and damaged shipments* of fertilizer materials, on return.

HEARING: April 16, 1959, at the U.S. Court Rooms, Richmond, Va., before Joint Board No. 245, or, if the Joint Board waives its right to participate, before Examiner Walter R. Lee.

No. MC 116008 (Sub No. 18), filed December 16, 1958. Applicant: ARCHIE'S MOTOR FREIGHT, INCORPORATED, 316 East Sixth Street, P.O. Box 4121, Richmond, Va. Applicant's attorney: Glenn F. Morgan, 1006-1008 Warner Building, Washington 4, D.C. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Peanut butter*, from Norfolk, Va., to Richmond, Va., and *empty containers or other such incidental facilities* (not specified) used in transporting peanut butter on return. Applicant is authorized to conduct operations in Alabama, Florida, Georgia, Kentucky, Maryland, New Jersey, North Carolina,

Ohio, Pennsylvania, South Carolina, Tennessee, Virginia, West Virginia, and the District of Columbia.

HEARING: April 17, 1959, at the U.S. Court Rooms, Richmond, Va., before Joint Board No. 108, or, if the Joint Board waives its right to participate, before Examiner Walter R. Lee.

No. MC 116459 (Sub No. 7), filed December 19, 1958. Applicant: ASPHALT HAULERS COMPANY, a CORPORATION, P.O. Box 8292, Airport Road, Chattanooga, Tenn. Applicant's attorney: James W. Wrape, 2111 Sterick Building, Memphis 3, Tenn. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Liquid crude rubber* and *compounds* and *blends* thereof, and *Latex* and *compounds* and *blends* thereof, in bulk, in tank vehicles, from points in Whitfield County, Ga., to points in North Carolina, South Carolina, Virginia, Kentucky, Ohio, Michigan, Tennessee, Arkansas, and Alabama. Applicant is authorized to conduct operations in Alabama, Florida, Georgia, Kentucky, North Carolina, South Carolina, and Tennessee.

HEARING: May 1, 1959, at 680 West Peachtree Street NW., Atlanta, Ga., before Examiner Walter R. Lee.

No. MC 117243 (Sub No. 2), filed December 16, 1958. Applicant: PLANTATIONS ENTERPRISES, INC., 642 Potters Avenue, Providence, R.I. Applicant's attorney: Thomas F. Kelleher, 49 Westminster Street, Providence 3, R.I. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Photo film* and *photo finishers handling materials*, between Providence, R.I., and the Theodore Francis Green Airport, Warwick, R.I., and points in Connecticut and Massachusetts within 25 miles of the Rhode Island State line, on traffic having a prior or subsequent movement by air or rail. Applicant is authorized to conduct operations in Connecticut, Massachusetts, and Rhode Island.

HEARING: April 20, 1959, in Room 308, Main Post Office Building, Providence, R.I., before Joint Board No. 134, or, if the Joint Board waives its right to participate, before Examiner Lacy W. Hinely.

No. MC 117615 (Sub No. 1), filed February 4, 1959. Applicant: BOYER VALLEY COMPANY, an Iowa corporation, Iowa Theater Building, Denison, Iowa. Applicant's attorney: E. A. Norelius, Iowa Theater Building, Denison, Iowa. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Animal blood*, in liquid form, in tank trucks, from Dubuque, Iowa, to Platteville, Wis.

HEARING: April 15, 1959, at the Federal Office Building, Fifth and Court Avenues, Des Moines, Iowa, before Joint Board No. 111, or, if the Joint Board waives its right to participate, before Examiner R. Tyers.

No. MC 117639 (Sub No. 1), filed January 23, 1959. Applicant: GILBERT McMAHON, doing business as PICK'S PACK HAULER, Blue Hill, Nebr. Applicant's representative: C. A. Ross, 1004 Trust Building, Lincoln 8, Nebr. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Blocks* (sewer segment, clay, silo, radial-chimney and segment), *brick* (broken, crushed or ground, building or facing, solid, hollow or perforated, common, paving and salt-glazed), and *tile* (clay, hollow building, salt-glazed and plain), in specially designed equipment provided with hydraulic device for loading and unloading, from Concordia, Kans., and points within five miles of Concordia, to points in Nebraska.

HEARING: April 17, 1959, at the Rome Hotel, Omaha, Nebr., before Joint Board No. 19, or, if the Joint Board waives its right to participate, before Examiner William R. Tyers.

No. MC 117671, filed September 29, 1958. Applicant: OLIVER NICHOLAS, doing business as NICHOLAS MARINE CARRIERS, 584 Cottage Street, New Bedford, Mass. Applicant's attorney: Jeanne M. Hession, 64 Harvest Street, Dorchester, Mass. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Small boats* (not to exceed 33 feet) and *boat accessories*, between New Bedford and Fall River, Mass., and East Greenwich, R.I., on the one hand, and, on the other, points in Maine, New Hampshire, Vermont, Rhode Island, Connecticut, Massachusetts, New York, New Jersey, Delaware, Maryland, Virginia, North Carolina, South Carolina, Georgia, and Florida.

HEARING: April 15, 1959, at the New Post Office and Court House Building, Boston, Mass., before Examiner Lacy W. Hinely.

No. MC 117830 (Sub No. 2), (Republication) filed December 31, 1958. Applicant: AMERICO PACELLI, 1362 Madison Avenue, Bridgeport, Conn. Applicant's attorney: Samuel W. Earnshaw, Munsey Building, Washington 4, D.C. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Wire* and *wire products*, from Georgetown, Conn., to points in Ohio, Indiana, Illinois, and the Lower Peninsula of Michigan, and from Blue Island, Ill., to Georgetown, Conn.

NOTE: Applicant states the proposed operations are for the one account of The Gilbert & Bennett Mfg. Co.

HEARING: April 23, 1959, at the U.S. Court Rooms, Hartford, Conn., before Examiner Lacy W. Hinely.

No. MC 118235, filed December 8, 1958. Applicant: DEAN TRANSPORTATION COMPANY, INC., 109 Wallis Road, Brookline, Mass. Applicant's attorney: Gerard J. Donovan, 37 Leighton Road, Hyde Park 36, Mass. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *New upholstered furniture*, uncrated, from Boston, Mass., to points in Maine, New Hampshire, Rhode Island, Connecticut, and Vermont, and *damaged, defective* and *returned shipments* of new upholstered furniture on return.

HEARING: April 14, 1959, at the New Post Office and Court House Building, Boston, Mass., before Examiner Lacy W. Hinely.

No. MC 118429, filed December 8, 1958. Applicant: MRS. C. W. WILLIAMSON, doing business as WILLIAMSON TRUCKING COMPANY, R.F.D. No. 3, Pelzer, S.C. Applicant's attorney: A. Ray Godshall, De Camp Building, Gaffney, S.C. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Frozen fruits, frozen berries*, and *frozen vegetables*, from Montezuma, Ga., Plant City, Orlando, and Tampa, Fla., and Knoxville, Bell, Dayton, Humboldt, and Memphis, Tenn., to Greenville, S.C., Raleigh, N.C., Jacksonville, Tampa, and Miami, Fla., and Atlanta, Ga.; *Coffee beans* and *tea*, from Charleston, S.C., Tampa and Port Everglades, Fla., to Greenville, S.C., Jacksonville, Tampa, and Miami, Fla., Raleigh, N.C., and Atlanta, Ga.; and *Bananas*, from Charleston, S.C., Tampa and Miami, Fla., Norfolk, Va., Mobile, Ala., and New Orleans, La., to points in North Carolina, South Carolina, Tennessee, Georgia, Florida, Alabama, Virginia, and Louisiana, and *empty containers or other such incidental facilities* (not specified) used in transporting the above-specified commodities on return movements.

HEARING: April 28, 1959, at the Wade Hampton Hotel, Columbia, S.C., before Examiner Walter R. Lee.

No. MC 118438, filed December 12, 1958. Applicant: MANUEL O. CORDEIRO, doing business as PORTSMOUTH TRANSPORTATION HOMING AND RACING PIGEONS, 2372 East Main Road, Portsmouth, R.I. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Homing and racing pigeons*, from Tiverton, R.I., Fall River and Westport, Mass. to Huntington, Pittsfield, Southbridge and Westfield, Mass., Albany, Auburn, Depew, East Buffalo, Herkimer, Little Falls, Lyons, and Syracuse, N.Y., Ashtabula and Sandusky, Ohio, Putnam, Conn., and points in Rhode Island.

HEARING: April 21, 1959, in Room 308, Main Post Office Building, Providence, R.I., before Examiner Lacy W. Hinely.

No. MC 118455, filed December 15, 1958. Applicant: MOSES A. SAVIN, doing business as SAVIN TRANSPORTATION CO., 15 State Street, New London, Conn. Applicant's attorney: S. Harrison Kahn, Investment Building, Washington, D.C. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Cement*, in bulk and in bags, from Bath, Brodhead, Chapman, Coplay, Egypt, Hercules, Martins Creek, Nazareth, Northampton, Ormand, Sandts Eddy, and Saylor, Pa., and Alsen, Catskill, Glens Falls, Howes Cave, Hudson, and Hudson Upper, to points in Connecticut, Rhode Island, New York, and Massachusetts.

HEARING: April 24, 1959, at the U.S. Court Rooms, Hartford, Conn., before Examiner Lacy W. Hinely.

No. MC 118485, filed December 23, 1958. Applicant: RAYMOND L. WINDSOR, 10028 River Road, Bethesda 14, Md. Applicant's attorney: Francis J. Ortman, 1366 National Press Building, Washington 4, D.C. Authority sought

to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Beer* and *ale*, in kegs, bottles, or cans, from Brooklyn, N.Y., Newark, N.J., and Cleveland, Ohio, to Silver Spring, Md., and *empty containers or other such incidental facilities*, used in transporting beer and ale, on return.

HEARING: April 13, 1959, at the Offices of the Interstate Commerce Commission, Washington, D.C., before Examiner James O'D. Moran.

No. MC 118580, filed January 23, 1959. Applicant: IOWA TRANSPORT, INC., 11700 Shaker Boulevard, Cleveland 20, Ohio. Applicant's attorney: Ewald E. Kundtz, 1050 Union Commerce Building, Cleveland 14, Ohio. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Cement*, in bulk, in tank vehicles, and in bags, and/or packages, from the plant site of the Lehigh Portland Cement Company in Mason City, Iowa, to points in Iowa, Wisconsin, North Dakota, South Dakota, and Minnesota, and *rejected and returned shipments* of the commodities specified in this application on return.

NOTE: Applicant states the proposed service is under a continuing contract with Lehigh Portland Cement Company of Allentown, Pa.

HEARING: April 13, 1959, at the Federal Office Building, Fifth and Court Avenues, Des Moines, Iowa, before Examiner William R. Tyers.

No. MC 118606, filed February 3, 1959. Applicant: ROWLEN LEE HUFFMAN, 223 Hanover Street, New Oxford, Pa. Applicant's attorney: Francis J. Ortman, 1366 National Press Building, Washington 4, D.C. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Brick* and *cinder block*, from New Oxford, Pa., to Washington, D.C., Alexandria, Va., and to points in Montgomery, Prince Georges, Calvert, St. Marys, Howard, and Anne Arundel Counties, Md., and those in Arlington and Fairfax Counties, Va.

HEARING: April 16, 1959, at the Offices of the Interstate Commerce Commission, Washington, D.C., before Examiner James O'D. Moran.

No. MC 118612, filed February 5, 1959. Applicant: TERRA COTTA TRUCK SERVICE, INC., Terra Cotta Road, Crystal Lake, Ill. Applicant's attorney: Alfred L. Roth, 188 West Randolph Street, Chicago 1, Ill. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: (1) *Slag* (materialite), in bulk, from Gary, Ind., and Ottawa, Ill., to points in Kenosha, Milwaukee, Racine, Walworth, and Waukesha Counties, Wis.; (2) *gravel products*, granular sub-base, *sand* and *gravel*, in bulk, from South Beloit, Ill., to points in Wisconsin which are within a radius of 30 miles of the Illinois-Wisconsin State line, all of which are within Rock County, Wis., (3) *limestone*, in bulk, from a point three miles north of Racine, Wis., known as Three Mile Road, and Waukesha, Wis., to Crystal Lake, Libertyville, Mundelein, North Chicago, South Beloit, Upton, Waukegan, and Zion, Ill., (4) *gravel products*, granular sub-base, *sand* and *gravel*, in bulk, from New Munster, Wis., to South Beloit, Ill.

HEARING: April 29, 1959, in Room 852, U.S. Custom House, 610 South Canal Street, Chicago, Ill., before Joint Board No. 17, or, if the Joint Board waives its right to participate, before Examiner William R. Tyers.

No. MC 118619, filed February 6, 1959. Applicant: TISMAC TRANSPORTERS, INC., 7 Corliss Road, Salem Depot, N.H. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Mobile homes*, new and used, *including furnishings, supplies and personal property* of owners contained in such mobile homes, between points in New Hampshire on the one hand, and, on the other, points in Alabama, Connecticut, Delaware, District of Columbia, Florida, Georgia, Illinois, Indiana, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Mississippi, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Tennessee, Vermont, Virginia, West Virginia, and Wisconsin.

HEARING: April 13, 1959, at the New Hampshire Public Service Commission, Concord, N.H., before Examiner Lacy W. Hinely.

No. MC 118624, filed February 11, 1959. Applicant: SAMPSON TRUCKLINES, INC., Clinton, N.C. Applicant's attorney: Edward G. Villalon, Perpetual Building, 1111 E Street NW., Washington 4, D.C. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Plywood, veneer* and *furniture panels*, from points in Duplin County, N.C., to points in New York, New Jersey, Pennsylvania, Indiana, Illinois, Ohio, Tennessee, South Carolina, Georgia, and Virginia, and *empty containers or other such incidental facilities* (not specified) used in transporting the commodities specified in this application on return.

HEARING: April 13, 1959, at the Offices of the Interstate Commerce Commission, Washington, D.C., before Examiner William P. Sullivan.

No. MC 118643, filed February 16, 1959. Applicant: FLOYD L. GRAHAM, Sturbridge Road, Sturbridge, Mass. Applicant's representative: Carl W. Clark, 123 Seminary Avenue, Binghamton, N.Y. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Superphosphate*, in bulk, in automatic unloading equipment, from Carteret, N.J., to Albany, N.Y.

HEARING: April 17, 1959, at the Offices of the Interstate Commerce Commission, Washington, D.C., before Examiner William P. Sullivan.

No. MC 118661, filed February 6, 1959. Applicant: HERMAN R. EWELL, INC., East Earl, Lancaster County, Pa. Applicant's attorney: Andrew Wilson Green, Pennsylvania State Chamber of Commerce Bldg., 222 North Third Street, Harrisburg, Pa. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Ice cream, frozen dairy products* and *frozen desserts*, in vehicles equipped with mechanical refrigeration, from Harrisburg, Pa., to Hagerstown and Cockeysville, Md., Hammonton and Springfield, N.J., Maine, Middletown and Oneida, N.Y., and Winchester, Va. Applicant is authorized to conduct common carrier operations in MC 114123 and subs thereunder, in New York, Ohio, Pennsylvania, Virginia, and West Virginia.

NOTE: Applicant states that this transportation requires vehicles equipped with mechanical refrigeration capable of maintaining temperatures of minus 20 degrees F. Applicant also states that the proposed transportation will be under a continuing contract with the Hershey Creamery Co. (Dual operations under section 210 may be involved.)

HEARING: April 17, 1959, at the Offices of the Interstate Commerce Commission, Washington, D.C., before Examiner James O'D. Moran.

MOTOR CARRIERS OF PASSENGERS

No. MC 61016 (Sub No. 10), filed January 12, 1959. Applicant: PETER PAN BUS LINES, INC., 144 Bridge Street, Springfield, Mass. Applicant's attorneys: Joseloff, Murrett & Ahearn, 410 Asylum Street, Hartford, Conn., and Frank Daniels, 11 Beacon Street, Boston, Mass. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Passengers*, in special operations, between Springfield, Holyoke, Chicopee, Easthampton, Northampton, Westfield, and Willimansett, Mass., on the one hand, and, on the other, Thompsonville, Rockville, and Enfield, Conn. Applicant is authorized to conduct operations in Massachusetts, Connecticut, and New Hampshire.

NOTE: Applicant indicates the proposed special operations involve the transportation of passengers who, at the time, are traveling from the designated origin points to the designated destination points and return, for the purpose of participating in the game commonly referred to as "beano" and "bingo".

HEARING: April 22, 1959, at the U.S. Court Rooms, Hartford, Conn., before Joint Board No. 22, or, if the Joint Board waives its right to participate, before Examiner Lacy W. Hinely.

No. MC 85028 (Sub No. 1), filed January 26, 1959. Applicant: BERKSHIRE STREET RAILWAY COMPANY, a corporation, 1277 East Street, Pittsfield, Mass., Mailing address: P.O. Box 958, Pittsfield, Mass. Applicant's attorney: John J. Graham, 144 Bowdoin Street, Boston 8, Mass. Authority sought to operate as a *common carrier*, by motor vehicle, over a regular route, transporting: *Passengers, express, mail, newspapers*, and *baggage* of passengers, in the same vehicle with passengers, between North Adams, Mass., and Saratoga Raceway, Saratoga Race Track, Saratoga, N.Y., from North Adams over Massachusetts Highway 8 to junction Massachusetts Highway 9, thence over Massachusetts Highway 9 to Pittsfield, Mass., thence over U.S. Highway 20 to East Greenbush, N.Y., thence over U.S. Highway 4 to Troy, N.Y., thence over New York Highway 7 to Latham, N.Y., thence over U.S. Highway 9 to Saratoga, and return over the same route, serving the intermediate points of Adams, Cheshire, and Pittsfield, Mass. Applicant is authorized to conduct charter operations in

Connecticut, Massachusetts, New Hampshire, New York, and Vermont.

HEARING: April 16, 1959, at the New Post Office and Court House Building, Boston, Mass., before Examiner Lacy W. Hinely.

No. MC 109312 (Sub No. 27), filed December 10, 1958. (Republication.) Applicant: De CAMP BUS LINES, 30 Allwood Road, Clifton, N.J. Applicant's attorney: James F. X. O'Brien, 17 Academy Street, Newark 2, N.J. Authority sought to operate as a *common carrier*, by motor vehicle, over regular routes, transporting: *Passengers and their baggage*, in the same vehicle with passengers, between West Orange, N.J., and Verona, N.J., (a) from the junction of Northfield Road and Pleasant Valley Way, in West Orange along Pleasant Valley Way to Verona, N.J., thence along Lakeside Avenue to the junction of Lakeside Avenue and Bloomfield Avenue in Verona, N.J. and (b) from the junction of Northfield Road and Prospect Avenue, in West Orange along Prospect Avenue to Verona, N.J., thence along Mt. Prospect Avenue to the junction of Mt. Prospect Avenue and Bloomfield Avenue in Verona, N.J., and return over the above routes, serving all intermediate points. Applicant is authorized to conduct operations in New York and New Jersey.

HEARING: April 6, 1959, at the New Jersey Board of Public Utility Commissioners, State Office Building, Raymond Boulevard, Newark, N.J., before Joint Board No. 119.

No. MC 109312 (Sub No. 28), filed February 11, 1959. Applicant: DE CAMP BUS LINES, a Corporation, 30 Allwood Road, Clifton, N.J. Applicant's attorney: James F. X. O'Brien, 17 Academy Street, Newark 2, N.J. Authority sought to operate as a *common carrier*, by motor vehicle, over regular routes, transporting: *Passengers and their baggage* in the same vehicle with passengers, between West Orange, N.J., and Livingston, N.J.: in West Orange, from the junction of Main Street and Northfield Avenue, along Main Street and Mt. Pleasant Avenue, to Livingston, thence along Mt. Pleasant Avenue to the junction of Mt. Pleasant Avenue and Livingston Avenue, and return from junction Livingston Avenue and Mt. Pleasant Avenue, in Livingston, along Mt. Pleasant Avenue, Municipal Plaza and Main Street, to junction Main Street and Northfield Avenue, serving no intermediate points. Applicant is authorized to conduct operations in New Jersey and New York.

HEARING: April 6, 1959, at the New Jersey Board of Public Utility Commissioners, State Office Building, Raymond Boulevard, Newark, N.J., before Joint Board No. 119.

No. MC 109736 (Sub No. 12), filed February 24, 1959. Applicant: CAPITOL BUS COMPANY, a corporation, 4th and Chestnut Streets, Harrisburg, Pa. Applicant's attorney: James E. Wilson, 1111 E Street NW., Washington 4, D.C. Authority sought to operate as a *common carrier*, by motor vehicle, over regular routes, transporting: *Passengers and their baggage* and *express, mail* and *newspapers*, in the same vehicle with passengers, (1) between Wilkes-Barre, Pa., and Towanda, Pa., over U.S. Highway 309; (2) between Waverly, N.Y., and Elmira, N.Y., over New York Highway 17 serving all intermediate points on the above specified routes. Applicant is authorized to conduct operations in the District of Columbia, Maryland, New York, and Pennsylvania.

HEARING: April 13, 1959, at the Federal Building, Wilkes-Barre, Pa., before Examiner William J. Cave.

No. MC 115432 (Sub No. 4), filed October 21, 1958. Applicant: PAWTUXET VALLEY BUS LINES, INC., 75 Robert Street, West Warwick, R.I. Authority sought to operate as a *common carrier*, by motor vehicle, over regular routes, transporting: *Passengers and their baggage*, (1) between Warwick, R.I., and the plant site of the Electric Boat Corporation, Groton, Conn., from Wildes Corner in Warwick over Rhode Island Highway 117 through Apponaug, R.I., to junction Rhode Island Highways 117 and 3 at Bald Hill, R.I., thence over Rhode Island Highway 3 to the Rhode Island-Connecticut State line, and thence over U.S. Interstate Highway 95 to Groton, and return over the same route, serving no intermediate points; and (2) between Providence, R.I., and the plant site of the Electric Boat Corporation, Groton, Conn., from Providence over city streets to junction U.S. Highway 1 and Rhode Island Highway 3 in Providence, thence over Rhode Island Highway 3 to the Rhode Island-Connecticut State line, and thence over U.S. Interstate Highway 95 to Groton, and return over the same route, serving the intermediate point of Cranston, R.I.

HEARING: April 20, 1959, in Room 398, Main Post Office Building, Providence, R.I., before Joint Board No. 252, or, if the Joint Board waives its right to participate, before Examiner Lacy W. Hinely.

Applications in Which Handling Without Oral Hearing Is Requested

MOTOR CARRIERS OF PROPERTY

No. MC 32474 (Sub No. 22), filed February 20, 1959. Applicant: KEESHIN TRANSPORT SYSTEM, INC., 247 Pearl Street, Adrian, Mich. Authority sought to operate as a *common carrier*, by motor vehicle, transporting: *General commodities*, except those of unusual value, Class A and B explosives, household goods as defined by the Commission, commodities in bulk, and those requiring special equipment, (1) serving the site of Ford Motor Company plant, Novi Township, near Wixom, Mich., as an off-route point in connection with applicant's authorized regular route operations; (2) serving the site of Ford Motor Company Sterling Plant, Mound and 17 Mile Road (Macomb County), Mich., as an off-route point in connection with applicant's authorized regular route operations; (3) serving the site of Ford Motor Company Plant (near Textile and McKean Road, Washtenaw County), Rawsonville, Mich., as an off-route point in connection with applicant's authorized regular route operations. Applicant is authorized to conduct operations in Illinois, Indiana, Michigan, Wisconsin, Iowa, Ohio, and New York.

No. MC 66562 (Sub No. 1472), (Republication) filed January 12, 1959, published issue January 28, 1959, at page 627. Applicant: RAILWAY EXPRESS AGENCY, INCORPORATED, 219 East 42d Street, New York 17, N.Y. Applicant's attorney: William H. Marx (same address as applicant). Authority sought to operate as a *common carrier*, by motor vehicle, over regular routes, transporting *General commodities, including Class A and B explosives*, moving in express service, between Louisville, Ky., and Evansville, Ind., over specified regular routes. Previous publication contained the following statement: "Interchange with rail and air express service will be made at Louisville, Ky., and Evansville, Ind." Applicant, by letter dated February 24, 1959, advises: "The above statement is correct. However, as the route extends from one State into another, traffic originating at Evansville, Ind., destined to a point on the route in Kentucky or vice versa, would be interstate traffic and have its entire movement local to the route. Traffic of that nature has always moved in the train service that was discontinued, and applicant proposes to continue to handle such traffic in the proposed motor service."

No. MC 66562 (Sub No. 1479), filed February 19, 1959. Applicant: RAILWAY EXPRESS AGENCY, INCORPORATED, 219 East 42d Street, New York 17, N.Y. Applicant's attorney: William H. Marx, Law Department, Railway Express Agency (same address as applicant). Authority sought to operate as a *common carrier*, by motor vehicle, over a regular route, transporting: *General commodities, including Class A and B explosives*, moving in express service, between Bradshaw, W. Va., and Grundy, Va., from Bradshaw over West Virginia Highway 83 to the West Virginia-Virginia State line, thence over Virginia Highway 83 to junction Virginia Highway 643, thence over Virginia Highway 643 to Hurley, Va., thence return from Hurley over Virginia Highway 643 to junction Virginia Highway 83, thence over Virginia Highway 83 to Grundy, and return over the same route; also from Bradshaw over West Virginia Highway 83 to West Virginia-Virginia State line, thence over Virginia Highway 83 to Grundy, and return over the same route, serving the intermediate point of Hurley, Va. Applicant indicates the proposed service to be performed will be limited to that which is auxiliary to or supplemental of express service, and the shipments transported by applicant will be limited to those moving on a through bill of lading or express receipt, covering, in addition to the motor carrier movement by applicant, an immediately prior or an immediately subsequent movement by rail or air. Applicant indicates the proposed service will be an extension of its existing operations under certificates in MC 66562 Sub 1030 between Welch and Berwind, Va., and MC 66562 Sub No. 1076 between Welch and Jenkinjones, Va. Applicant is authorized to conduct operations throughout the United States.

No. MC 107496 (Sub No. 126) filed February 24, 1959. Applicant: RUAN TRANSPORT CORPORATION, 408 Southeast 30th Street, Des Moines, Iowa. Applicant's attorney: H. L. Fabritz, Ruan

Transport Corporation (same address as applicant). Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Vegetable oil*, modified or blended, in bulk, in tank vehicles, from Cleveland, Ohio, to Duluth, Minn. Applicant is authorized to conduct operations in Arkansas, Colorado, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, Oklahoma, Pennsylvania, South Dakota, Texas, and Wisconsin.

No. MC 109451 (Sub No. 95), filed February 18, 1959. Applicant: ECOFF TRUCKING, INC., Fortville, Ind. Applicant's attorney: R. C. Smith, 512 Illinois Building, Indianapolis 4, Ind. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Silicate of soda*, in bulk, in tank vehicles, from Fortville, Ind., to Detroit, Mich. Applicant is authorized to conduct operations in Alabama, Florida, Georgia, Illinois, Indiana, Iowa, Kentucky, Louisiana, Michigan, Minnesota, Missouri, New Hampshire, Ohio, Pennsylvania, Tennessee, West Virginia, and Wisconsin.

NOTE: A proceeding has been instituted under section 212(c) of the Interstate Commerce Act to determine whether applicant's status is that of a common or contract carrier in MC 109451 (Sub No. 82).

No. MC 118631, filed February 13, 1959. Applicant: EPHRAM BOUCHARD, Mackay Street, Milton, Vt. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Chemical fertilizer materials and mixtures*, in bags, from ports of entry on the international boundary line between the United States and Canada at or near Highgate, Alburg, Richford, and Franklin, Vt., to points in Addison, Chittenden, Franklin, Grand Isle, Lamoille, Orange, Washington, and Windsor Counties, Vt., and *empty containers or other such incidental facilities* (not specified) used in transporting the above commodities on return.

No. MC 118633, filed February 13, 1959. Applicant: HAROLD F. THOMAS, RFD-2, Malone, Franklin County, N.Y. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Chemical fertilizer materials and mixtures*, in bags, from ports of entry on the international boundary line between the United States and Canada at or near Fort Covington, Trout River, Chateauguay, Churubosco, and Ellensburg, N.Y., to points in Clinton and Franklin Counties, N.Y., and *empty containers or other such incidental facilities* (not specified) used in transporting the above commodities on return.

No. MC 118723, filed February 24, 1959. Applicant: MELVIN TELLEFSON, doing business as TELLEFSON FARM SERVICE, Leland, Ill. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Roll-away type hens nests*, from Leland, Ill., to points in Illinois, Minnesota, Michigan, Wisconsin, Ohio, Indiana, Missouri, Kansas, and Iowa, and *empty containers or other such incidental facilities* (not specified) used in transporting the commodities specified on return.

No. MC 118577, filed February 26, 1959. Applicant: KINSLEY TRAYNOR, 204 North Sixth Street, Louisiana, Missouri. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: (1) *native lumber*, from Louisiana (Pike County), Mo., to points in Illinois, Indiana, Kentucky, and Iowa; (2) *fertilizer* and *feed*, and *seed*, in bulk or in bags, from East St. Louis, Ill., to points in Pike, Lincoln, and Ralls Counties, Mo.; and (3) *refused or damaged shipments* of the above-specified commodities, from the above-described destination points to the respective origin points.

No. MC 118738, filed February 27, 1959. Applicant: JEAN SOREL, 1226 Roperly Street, Montreal, Canada. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Chemical fertilizer materials and mixtures*, in bags, (1) from ports of entry on the international boundary line between the United States and Canada located in Clinton and Franklin Counties, N.Y., to points in Essex, Clinton, Franklin, St. Lawrence, Lewis, and Jefferson Counties, N.Y.; (2) from ports of entry on the international boundary line between the United States and Canada located in Vermont to points in Grand Isle, Franklin, Chittenden, Orleans, Lamoille, Washington, Addison, Windsor, Caledonia, and Orange Counties, Vt.; (3) from ports of entry on the international boundary line between the United States and Canada at or near North Troy and Derby Line, Vt., to points in Coos, and Grafton Counties, Vt., and those in Bennington County, N.H.

MOTOR CARRIERS OF PASSENGERS

No. MC 115383 (Sub No. 1), filed February 24, 1959. Applicant: THE NIAGARA COACH LINES LIMITED, 1 Spring Street, St. Catharines, Ontario, Canada. Applicant's representative: Floyd B. Piper, Crosby Building, Franklin Street at Mohawk, Buffalo 2, N.Y. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Passengers and their baggage*, in charter operations, beginning and ending at the International Boundary Line between the United States and Canada and extending through the ports of entry at or near Buffalo, Lewiston, and Niagara Falls, N.Y., to points in New York. Applicant states the service is restricted to traffic originating at McNab, Merritton, Niagara-on-the-Lake, Port Dalhousie, Fort Weller, Thorold, and Virgil, Ontario, Canada. Applicant is authorized to conduct operations in New York.

NOTE: Duplication with present authority to be eliminated.

APPLICATION FOR BROKERAGE LICENSE

No. MC 12516 (Sub No. 2), filed January 22, 1959. Applicant: IRVIN L. KISSINGER, doing business as KISSINGER TRAVEL AGENCY, 604 Penn Avenue, Reading, Pa. Applicant's attorney: Thomas W. Leidy, 620 Washington Street, Reading, Pa. Authority sought to operate as *Broker* (*BMC 5*) at Reading, Pa., in arranging for transportation in interstate or foreign commerce by motor vehicle of: *Passengers and their baggage*, in special or charter service, in round-trip all-expense tours, beginning and ending at points in Berks, Lebanon, Lancaster and Schuylkill Counties, Pa., and extending to points in the District of Columbia. Applicant is authorized to conduct similar brokerage operations in License No. MC 12516 Sub No. 1, from the same points of origin, extending to points in Maryland, Virginia, Delaware, West Virginia, New Jersey, New York, Connecticut, Rhode Island, Massachusetts, Vermont, New Hampshire, and Maine.

APPLICATIONS UNDER SECTIONS 5 AND 210a(b)

The following applications are governed by the Interstate Commerce Commission's special rules governing notice of filing of applications by motor carrier of property or passengers under section 5(a) and 210a(b) of the Interstate Commerce Act and certain other procedural matters with respect thereto (49 CFR 1.240).

MOTOR CARRIERS OF PROPERTY

No. MC-F 7116 (NEFF TRUCKING CO., INC.—PURCHASE (PORTION)—ROGERS TRUCK LINE), published in the March 4, 1959, issue of the FEDERAL REGISTER on page 1625. Application filed March 2, 1959, for temporary authority under section 210a(b).

No. MC-F 7117. Application seeks authority under Section 5 of the Interstate Commerce Act for JAMES K. McLEAN, 215 MacGregor Avenue, Spring Hill, Mobile, Ala., to acquire control of McLEAN TRUCKING COMPANY, 617 Waughtown Street, P.O. Box 213, Winston-Salem, N.C., through the release to applicant of 44,393 shares of the capital stock of the above-named carrier now held in trust for applicant's benefit by the United States Trust Company of New York as a result of termination of the trust. The application includes a motion to dismiss for lack of jurisdiction. Applicant's attorney: David G. Macdonald, 1625 K Street NW., Washington 6, D.C. Operating rights sought to be controlled: *General commodities*, with certain exceptions including household goods and commodities in bulk, as a *common carrier*, over regular routes, including routes between Greensboro, N.C., and Atlanta, Ga., between Greensboro, N.C., and Charleston, S.C., between Greensboro, N.C., and Lynchburg, Va., between specified points in Virginia, between specified points in North Carolina, between specified points in Ohio, between specified points in Indiana, between Hartsville, S.C., and Charlotte, N.C., between High Point, N.C., and New York, N.Y., between Albany, N.Y., and Newark, N.J., between Albany, N.Y., and New York, N.Y., between Speedway, Ind., and Winston-Salem, N.C., between Princeton, W. Va., and Roanoke, Va., and between Chicago, Ill., and Springfield, Ohio, serving certain intermediate and off-route points; several alternate routes for operating convenience only; *general commodities*, with certain exceptions including household goods and commodities in bulk, over irregular routes, from York, Pa., Providence, R.I., and points within 25 miles of Providence, points in

that part of Connecticut on and west of Connecticut Highway 15 and on and south of U.S. Highway 6, points in that part of North Carolina on or east of a line extending along U.S. Highway 220 from the North Carolina-Virginia State line to junction U.S. Highway 158, thence along U.S. Highway 158 to Mocksville, thence along U.S. Highway 64 to Statesville, thence along U.S. Highway 21 to Charlotte, thence along U.S. Highway 74 to Monroe, thence along U.S. Highway 601 (formerly North Carolina Highway 151) to the North Carolina-South Carolina State line, and on or north of a line extending along the North Carolina-South Carolina State line from U.S. Highway 601 (formerly North Carolina Highway 151) to U.S. Highway 76, thence along U.S. Highway 76 from the North Carolina-South Carolina State line to Wilmington, from Baltimore, Md., Bayonne, N.J., New York, N.Y., and points in the Philadelphia, Pa., Commercial Zone, as defined by the Commission, to certain points in North Carolina, between Hartsville, S.C., and points in South Carolina within 50 miles of Hartsville, on the one hand, and on the other, certain points in Georgia, North Carolina, South Carolina, and Virginia, and between certain points in New York and New Jersey, on the one hand, and, on the other, Providence, R.I., and certain points in Massachusetts and Connecticut; *textile* and *textile products*, from certain points in North Carolina to certain points in New York, Maryland, Delaware and Pennsylvania, and points in New Jersey, Connecticut, Rhode Island, and Massachusetts; *manufactured tobacco products*, from Winston-Salem and Durham, N.C., to Boston and Springfield, Mass., Providence, R.I., and certain points in Connecticut; carrier may combine two or more of the above-described irregular route authorities provided the authorities have a point common to both to which the carrier may transport a given shipment under one authority and from which it may transport the same shipment under the other, and establish through service under such combination provided in each instance the shipment is transported through the common or gateway point, and provided further that this Certificate does not contain any restriction or other indication that through service shall not be conducted; *general commodities*, with certain exceptions including household goods and commodities in bulk, from Winston-Salem, N.C., to certain points in Connecticut, Massachusetts and Rhode Island, from certain points in Massachusetts and New Jersey to certain points in North Carolina, between New York, N.Y., and certain points in New Jersey, on the one hand, and, on the other, New York, N.Y., and certain points in Pennsylvania, from Erwin, N.C., to Indianapolis, Columbia City, Portland, and Richmond, Ind., from Indianapolis, Ind., to Durham, Raleigh, Henderson, Lenoir, and Marion, N.C., from Richmond, Va., to certain points in Indiana, Ohio, and West Virginia; from Henderson, N.C., to certain points in Indiana, Ohio, and West Virginia, and between New York, N.Y., and certain points in New Jersey, on the one hand, and, on the other, certain points in Connecticut and New York; *general commodities*, between points in Massachusetts; *manufactured tobacco products*, from Richmond, Va., to Boston, Mass.; *textiles* and *textile products*, from Norwood, N.C., to Bristol, Conn., from Albemarle, N.C., to Middletown, Conn., from Roxboro, N.C., to points in Connecticut, Massachusetts and Rhode Island, and from that part of Rocky Mount in Nash County, N.C., to certain points in New York, Maryland, Delaware, and Pennsylvania, and all points in New Jersey, Connecticut, Rhode Island, and Massachusetts; *glass containers, fruit jar tops, bottle tops,* and *rubber jar-rings*, from Muncie, Ind., to points in North Carolina and Virginia; *cotton, cotton-rayon, and rayon piece goods, denims,* and *other cotton factory products*, from Danville, Va., and points in North Carolina on and east of U.S. Highway 221 to Versailles and Coldwater, Ohio. JAMES K. McLEAN holds no authority from this Commission. Application has not been filed for temporary authority under section 210a(b).

No. MC-F 7118. Authority sought for control and merger by CONSOLIDATED FREIGHTWAYS, INC., 2116 Northwest Savier Street, Portland 9, Oreg., of the operating rights and property of TABER TANK LINES, INC., 1115 Smelter Avenue, Black Eagle, Mont. (mailing address: P.O. Box 1823, Great Falls, Mont.). Applicants' attorneys: William B. Adams, 331 Pacific Building, Portland 4, Oreg., and Jerome Anderson, P.O. Box 1472, Billings, Mont. Operating rights sought to be controlled and merged: *Petroleum products*, in bulk, in tank vehicles, as a *common carrier* over irregular routes, from Great Falls, Mont., to points in Boundary, Kootenai, Benewah, and Latah Counties, Idaho, and points in Whitman, Spokane, and Pend Oreille Counties, Wash.; *petroleum and petroleum products*, in bulk, in tank vehicles, from Great Falls, Cut Bank, and Kevin, Mont., to Williston and Watford City, N. Dak. CONSOLIDATED FREIGHTWAYS, INC., is authorized to operate as a *common carrier* in Oregon, Washington, California, Idaho, Utah, Nevada, Montana, North Dakota, Minnesota, Illinois, Indiana, Ohio, West Virginia, Kentucky, Pennsylvania, Wisconsin, Arizona, Michigan, Wyoming, New Mexico, Colorado, and Iowa. Application has not been filed for temporary authority under Section 210a(b).

No. MC-F 7121. Authority sought for merger into JONES TRUCK LINES, INC., 610 East Emma, Springdale, Ark., of the operating rights and property of MOUND CITY FORWARDING COMPANY, INCORPORATED, 1517 North 15th Street, St. Louis 4, Mo., and for acquisition by HARVEY JONES, also of Springdale, of control of such rights and property through the transaction. Applicants' attorneys: Wentworth E. Griffin and Lee Reeder, both of 1012 Baltimore, Kansas City, Mo. Operating rights sought to be merged: *General commodities*, with certain exceptions including household goods and commodities in bulk, as a *common carrier* over regular routes, between St. Louis, Mo., and Chicago, Ill., serving certain intermediate and off-route points; *steel* and *steel products*, over irregular routes, from points on the regular routes specifically described in Certificate No. MC 13925, issued October 20, 1958, to Kansas City, Kans., and points in Illinois and Missouri, and from Waukegan, Ill., to Kansas City, Kans., and points in Missouri; *canned goods*, between St. Louis, Mo., on the one hand, and, on the other, Chicago, Ill., and points within 75 miles of Chicago. JONES TRUCK LINES, INC., is authorized to operate as a *common carrier* in Missouri, Arkansas, Oklahoma, Kansas, Tennessee, and Texas. Application has not been filed for temporary authority under section 210a(b).

No. MC-F 7122. Authority sought for purchase by E. M. KELLER & CO., INC., 725 South Cuyler Street, Pampa, Tex., of a portion of the operating rights of R. L. ROGERS, H. L. ROGERS, AND H. L. ROGERS, JR., doing business as ROGERS TRUCK LINE, P.O. Box 116, Sidney, Nebr., and for acquisition by E. M. KELLER, also of Pampa, Tex., of control of such rights through the purchase. Applicants' attorneys: W. T. Brunson, 508 Leonhardt Building, Oklahoma City 2, Okla., and Ewell H. Muse, Perry-Brooks Building, Austin, Tex. Operating rights sought to be transferred: *Machinery, materials, supplies, and equipment* incidental to, or used in, the construction, development, operation, and maintenance of facilities for the discovery, development, and production of natural gas and petroleum, as a *common carrier* over irregular routes between points in Texas. Vendee is authorized to operate as a *common carrier* in Texas, New Mexico, Oklahoma, and Kansas. Application has been filed for temporary authority under section 210a (b).

MOTOR CARRIERS OF PASSENGERS

No. MC-F 7044 (CONTINENTAL PACIFIC LINES—PURCHASE (PORTION)—AMERICAN BUSLINES, INC.), published in the December 3, 1958, issue of the FEDERAL REGISTER on page 9379. Amendment to the application filed February 20, 1959, for the purpose of correcting the description of the authority sought to be transferred to read as follows: *Passengers and their baggage*, and *express, newspapers* and *mail* in the same vehicle with passengers, as a *common carrier*, over regular routes, between Lodi, Calif., and Stockton, Calif., between Thornton, Calif., and Stockton, Calif., and between Sacramento, Calif., and Lodi, Calif., serving all intermediate points.

No. MC-F 7119. Authority sought for purchase by MONUMENTAL MOTOR TOURS, INC., 3319 Pulaski Highway, Baltimore, Md., of the operating rights of SOUTH JERSEY COACH LINES, INC., 85 Manheim Avenue, Bridgeton, N.J., and for acquisition by CHARLES E. SCHWARZ, SR., and FLORENCE V. SCHWARZ, both of Baltimore, of control of such rights through the purchase. Applicant's attorney: S. Harrison Kahn, 1110-1114 Investment Building, Washington 5, D.C. Operating rights sought to be transferred: *Passengers and their*

baggage, and *newspapers* in the same vehicle with passengers, in a seasonal operation between May 15 and September 15, both inclusive, of each year, as a *common carrier* over regular routes, between Bridgeton, N.J., and Wildwood, N.J., serving all intermediate points; *passengers and their baggage*, and *newspapers*, in the same vehicle with passengers, between Wilmington, Del., and Atlantic City, N.J., between Pennsville, N.J., and Wilmington, Del., and between Pennsville, N.J., and Richland, N.J., serving certain intermediate points; *passengers*, in round trip, special operations, in each year during the periods of the authorized racing meets at the Garden State Race Track located in Delaware Township, N.J., over irregular routes, beginning and ending at Wilmington, Del., and extending to Garden State Race Track in Delaware Township, N.J. Vendee is authorized to operate as a *common carrier* in 48 States and the District of Columbia. Application has been filed for temporary authority under section 210a(b).

No. MC-F 7120. Authority sought for merger into THE GREYHOUND CORPORATION, 5600 Jarvis Avenue, Chicago 48, Ill., of the operating rights and property of ATLANTIC GREYHOUND CORPORATION, 1100 Kanawha Valley Building, Charleston 1, W. Va. Applicants' attorney: Raymond H. Warns, 5600 Jarvis Avenue, Chicago 48, Ill. Operating rights sought to be merged: *Passengers and their baggage*, and *express, mail*, and *newspapers* in the same vehicle with passengers, as a *common carrier* over regular routes between Washington, D.C., and Cincinnati, Ohio, between specified points in Virginia, between specified points in Ohio, between Chillicothe, Ohio, and Charleston, W. Va., between Pittsburgh, Pa., and Charleston, S.C., between specified points in West Virginia, between Knoxville, Tenn., and Richmond, Va., between Cumberland, Va., and Charleston, S.C., between Richmon, Va., and Greensboro, N.C., between Richmond, Va., and Jacksonville, Fla., between Clifton Forge, Va., and High Point, N.C., between Fort Chiswell, Va., and Atlanta, Ga., between Abingdon, Va., and Greensboro, N.C., between specified points in North Carolina, between Knoxville, Tenn., and Jacksonville, Fla., between specified points in Georgia, between Athens, Ga., and Abbeville, S.C., between specified points in South Carolina, between Augusta, Ga., and Bennettsville, S.C., between Georgetown, S.C., and Pineville, N.C., between Augusta, Ga., and Aiken, S.C., and between junction old U.S. Highway 29 and relocated U.S. Highway 29 near Danville, Va., and Ruffin, N.C., serving certain intermediate points; several alternate routes for operating convenience only; *passengers and their baggage*, and *express* and *newspapers* in the same vehicle with passengers, between Creedmoor, N.C., and junction U.S. Highway 15 and an unnumbered highway (about 2.9 miles southwest of Creedmoor), between junction U.S. Highways 17 and 17A, at a point about six miles north of Savannah, Ga., and junction U.S. Highways 17 and 17A at a point immediately south of Savannah, Ga., between junction of old U.S. Highway 220 and relocated U.S. Highway 220 south of Boones Mill, Va., and junction old U.S. Highway 220 and relocated U.S. Highway 220 north of Rocky Mount, Va., between junction U.S. Highway 21 and Broad River Bridge Road, near Burton, S.C., and junction South Carolina Highway 170 and U.S. Highway 17 south of Hardeeville, S.C., between junction old U.S. Highway 52 and relocated U.S. Highway 52 (southeast of Mount Airy, N.C., and junction of same highways (southeast of Pilot Mountain, N.C.), between St. Marys, W. Va., and junction Alternate U.S. Highway 50 and Ohio Highway 7 near Newport, Ohio, between junction old U.S. Highway 60 and relocated U.S. Highway 60 near the western limits of Clifton Forge, Va., and junction of the same highways about four miles west of Clifton Forge, between junction South Carolina Highway 38 and U.S. Highway 21 near Lobeco, S.C., and junction South Carolina Highway 43 and U.S. Highway 17, between junction U.S. Highways 29 and 74, approximately two miles east of Kings Mountain, N.C., and junction U.S. Highway 29 and North Carolina Highway 216 approximately three miles northeast of Grover, N.C., between junction U.S. Highway 21 and West Virginia Highway 56 and Parkersburg, W. Va., between junction South Carolina Highway 314 and U.S. Highway 15 and junction South Carolina Highway 314 and U.S. Highway 176, between Joanna, S.C., and Free Brothers Store, S.C., and between Irmo, S.C., and junction U.S. Highway 76 and South Carolina Highway 60, serving certain intermediate points; several alternate routes for operating convenience only; *passengers and express*, and *newspapers* in the same vehicle with passengers, between junction North Carolina Highway 115 (formerly U.S. Highway 21) and relocated U.S. Highway 21 approximately eight miles north of Charlotte, N.C., serving all intermediate points. THE GREYHOUND CORPORATION is authorized to operate as a *common carrier* in Illinois, Missouri, Michigan, Indiana, New York, New Jersey, Ohio, Delaware, Kentucky, Pennsylvania, West Virginia, Georgia, Louisiana, Alabama, Florida, Mississippi, Tennessee, Arkansas, Oregon, Washington, Massachusetts, New Hampshire, California, Nebraska, Wyoming, Utah, Iowa, Minnesota, South Dakota, Kansas, Idaho, Maryland, Maine, Rhode Island, Connecticut, Virginia, Wisconsin, North Dakota, Montana, New Mexico, Arizona, Texas, Oklahoma, Colorado, Vermont and the District of Columbia. Application has not been filed for temporary authority under section 210(b).

By the Commission.

[SEAL] HAROLD D. MCCOY,
Secretary.

[F.R. Doc. 59-2066; Filed, Mar. 10, 1959; 8:49 a.m.]

[Notice 94]

MOTOR CARRIER TRANSFER PROCEEDINGS

MARCH 6, 1959.

Synopses of orders entered pursuant to section 212(b) of the Interstate Commerce Act, and rules and regulations prescribed thereunder (49 CFR Part 179), appear below:

As provided in the Commission's special rules of practice any interested person may file a petition seeking reconsideration of the following numbered proceedings within 20 days from the date of publication of this notice. Pursuant to section 17(8) of the Interstate Commerce Act, the filing of such a petition will postpone the effective date of the order in that proceeding pending its disposition. The matters relied upon by petitioners must be specified in their petitions with particularity.

No. MC-FC 61726. By order of February 25, 1959, the Transfer Board approved the transfer to George P. Cooper and Howard M. Mesharer, doing business as State Transfer Company, Wilkes-Barre, Pa., of Certificates Nos. MC 78763 and MC 78763 Sub 19, issued February 5, 1945 and May 12, 1949, respectively, to K. H. Mesharer and George P. Cooper, doing business as State Transfer Company, Wilkes-Barre, Pa., authorizing the transportation of: Household goods, as defined, between Wilkes-Barre, Pa., and points within 25 miles of Wilkes-Barre, on the one hand, and, on the other, points in Massachusetts, Connecticut, Rhode Island, New York, New Jersey, Delaware, Maryland, District of Columbia, Virginia, West Virginia, North Carolina, Florida, Ohio, Indiana, Illinois, and Michigan; machinery, between points in Pennsylvania on and east of U.S. Highway 15, on the one hand, and, on the other, points in Massachusetts, Connecticut, Rhode Island, New York, New Jersey, Delaware, Maryland, Virginia, North Carolina, Ohio, and the District of Columbia; building construction materials, which, because of size or weight, require the use of special equipment or special handling, between Wilkes-Barre, Pa., and points within 10 miles of Wilkes-Barre, on the one hand, and, on the other, points in New York, New Jersey, Connecticut, Rhode Island, and Massachusetts; and new and used furniture, between Wilkes-Barre, Pa., on the one hand, and, on the other, Washington, D.C., and points in Massachusetts, Maryland, Virginia, West Virginia, Connecticut, New York, New Jersey, North Carolina, and Florida. Mitchell Jenkins, Suite 1000 Brooks Building, Wilkes-Barre, Pa., for applicants.

No. MC-FC 61810. By order of February 25, 1959, the Transfer Board approved the transfer to Peter J. Walstra, De Motte, Inc., of Permit in No. MC 115006, issued June 14, 1955, to Edwin Hauptli, Francisville, Ind., authorizing the transportation of: *Fertilizer and ingredients thereof*, in bulk, and in bags, from Danville, Ill., and points within five miles thereof, to specified points in Indiana and Michigan. Robert C. Smith,

512 Illinois Building, Indianapolis 4, Indiana, for applicants.

No. MC-FC 61811. By order of February 25, 1959, the Transfer Board approved the transfer to Logan Transfer Co., A Corporation, Huntington, W. Va., of certificates in Nos. MC 4197 and MC 4197 Sub 5, issued August 24, 1950, and May 9, 1945, respectively, to W. A. Godby, doing business as Logan Transfer Co., Huntington, W. Va., authorizing the transportation of *General commodities*, with the usual exceptions including household goods and commodities in bulk, *Malt beverages* and *oil and grease*, *Carbide, meats, meat products* and *meat by products, dairy products, articles distributed by meat packing houses, Such commodities* as are manufactured, sold, and distributed by packing houses and *Household goods*, between various specified points in Florida, Georgia, Illinois, Indiana, Kentucky, Maryland, Michigan, New York, North Carolina, Ohio, Pennsylvania, South Carolina, Tennessee, Virginia, West Virginia, and the District of Columbia. Charles T. Dodrill, 600 Fifth Avenue, Huntington, W. Va., for applicants.

No. MC-FC 61822. By order of February 26, 1959, the Transfer Board approved the transfer to John M. Rapp Van Lines, Inc., Kingston, N.Y., of the operating rights in Certificate No. MC 23793, issued February 14, 1955, to Burdette F. Clark, doing business as Van Etten & Hogan, authorizing the transportation of household goods, over irregular routes, between Kingston, N.Y., and points in New York within 30 miles thereof, on the one hand, and, on the other, points in Massachusetts, Connecticut, New Jersey, Pennsylvania, and New York. John J. Brady, Jr., 75 State Street, Albany 7, New York, for applicants.

No. MC-FC 61947. By order of February 26, 1959, the Transfer Board approved the transfer to Taylor Trucking Company, a corporation, Cincinnati, Ohio, of Permit No. MC 22276 issued February 7, 1942, in the name of John R. Taylor, doing business as Taylor Trucking Company, Cincinnati, Ohio, authorizing the transportation of butter, cheese, and eggs, fresh and smoked meats, packing-house products and byproducts, school books and printed matter, and advertising display, in connection therewith, over irregular routes, from Cincinnati, Ohio, to points in Ohio on and south of U.S. Highway 40 and on and west of U.S. Highway 23, and those in Boone, Campbell, and Kenton Counties, Ky., within ten miles of the Suspension Bridge, Coverington, Ky., with no transportation for compensation on return. David Edward Taylor, c/o Taylor Trucking Company, 1350 Arlington Street, Cincinnati 25, Ohio, for applicants.

No. MC-FC 61954. By order of February 25, 1959, the Transfer Board approved the transfer to Harry Thomas Dowell, Jr., Warrenton, Va., of Certificate No. MC 110169, issued February 2, 1949, to Harry Thomas Dowell, Warrenton, Va., authorizing the transportation of: General commodities, as restricted, moving in express service, between Warrenton, Va., and Calverton, Va., serving the intermediate point of Casanova, Va. Paul A. Sherier, 613 Warner Building, 13th and E Streets NW., Washington 4, D.C., for applicants.

No. MC-FC 61973. By order of February 26, 1959, the Transfer Board approved the transfer to Winford L. Edie, Kansas City, Missouri, of a permit in No. MC 113427, issued August 6, 1958, to Robert E. Livesay, Kansas City, Missouri, authorizing the transportation of ice cream mix, ice milk mix, sweet cream, and condensed milk in cans, over irregular routes, from Ottawa, Kans., to St. Joseph, Mo., serving no intermediate points, and empty containers used in such transportation on the return trip, and ice cream mix, ice milk mix, sweet cream and condensed milk in cans, over irregular routes, from Ottawa, Kans., to points in Clay, Jackson, and Pratt Counties, Mo., and empty containers used in transporting such commodities on the return trip. Floyd D. Strong, 214 Insurance Building, 701 Jackson Street, Topeka, Kansas.

No. MC-FC 61998. By order of February 25, 1959, the Transfer Board approved the transfer to Ward King and Frank King, Jr., a partnership, doing business as King Truck Line, Hiawatha, Kansas, of Certificate No. MC 10495 issued January 13, 1941, to Frank King, Hiawatha, Kansas, authorizing the transportation of livestock agricultural commodities, feed, and farm machinery and parts, over a regular route, between Hiawatha, Kans., and St. Joseph, Mo. Service is authorized to and from intermediate and off-route points within ten miles of Hiawatha. Frank King, Jr., partner, King Truck Line, Route 3, Hiawatha, Kans., for applicants.

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

[F.R. Doc. 59-2067; Filed, Mar. 10, 1959; 8:49 a.m.]

[No. MC-C-2522]

FROZEN COOKED VEGETABLES; STATUS

MARCH 6, 1959

In a petition of the National Association of Frozen Food Packers and others, petitioners ask that the Commission determine and find that the term "property consisting of ordinary livestock, fish (including shell fish), or agricultural (including horticultural) commodities (not including manufactured products thereof)" as used in section 203(b)(6) of the Interstate Commerce Act included frozen cooked vegetables prior to the enactment of the Transportation Act of 1958.

The issues raised by the petition are hereby assigned for hearing on April 13, 1959, at 9:30 o'clock a.m., United States standard time, at the offices of the Interstate Commerce Commission, Washington, D.C., before Examiner Frank R. Saltzman.

Those interested may appear and present evidence at the hearing without prior notification to the Commission or the petitioners.

At the hearing, petitioners will be expected to describe the frozen cooked vegetables which are the subject of the petition and to present evidence concerning the processing of the vegetables prior to their tender for transportation by motor carriers.

By the Commission.

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

[F.R. Doc. 59-2068; Filed, Mar. 10, 1959; 8:49 a.m.]

DEPARTMENT OF JUSTICE

Office of Alien Property

[Vesting Order SA-271]

BANQUE NATIONALE DE BULGARIE

In re: debt or other obligation owned by Banque Nationale de Bulgarie, also known as National Bank of Bulgaria, Sofia, Bulgaria; F-11-36, F-49-822.

Under the authority of Title II of the International Claims Settlement Act of 1949, as amended (69 Stat. 562), Executive Order 10644, November 7, 1955 (20 F.R. 8363), Department of Justice Order No. 106-55, November 23, 1955 (20 F.R. 8993), and pursuant to law, after investigation, it is hereby found and determined:

1. That the property described as follows: That certain debt or other obligation of Brown Brothers Harriman & Co., 59 Wall Street, New York 5, New York, in the sum of $968.12 arising out of a blocked account maintained by said company in the name of Amsterdamsche Bank N.V., Rotterdam, Netherlands, for the benefit of Banque Nationale de Bulgarie, Sofia, Bulgaria, together with any and all accruals thereto and any and all rights to demand, enforce and collect the same,

is property within the United States which was blocked in accordance with Executive Order 8389, as amended, and remained blocked on August 9, 1955, and which is, and as of Spetember 15, 1947, was directly or indirectly owned by Banque Nationale de Bulgarie, also known as National Bank of Bulgaria, Sofia, Bulgaria, a national of Bulgaria as defined in said Executive Order 8389, as amended.

2. That the property described herein is not owned directly by a natural person.

There is hereby vested in the Attorney General of the United States the property described above, to be administered, sold, or otherwise liquidated, in accordance with the provisions of Title II of the International Claims Settlement Act of 1949, as amended.

It is hereby required that the property described above be paid, conveyed, transferred, assigned and delivered to or for the account of the Attorney General of the United States in accordance with directions and instructions issued by or for the Assistant Attorney General, Director, Office of Alien Property, Department of Justice.

The foregoing requirement and any supplement thereto shall be deemed in-

structions or directions issued under Title II of the International Claims Settlement Act of 1949, as amended. Attention is directed to section 205 of said Title II (69 Stat. 562) which provides that:

Any payment, conveyance, transfer, assignment, or delivery of property made to the President or his designee pursuant to this title, or any rule, regulation, instruction, or direction issued under this title, shall to the extent thereof be a full acquittance and discharge for all purposes of the obligation of the person making the same; and no person shall be held liable in any court for or in respect of any such payment, conveyance, transfer, assignment, or delivery made in good faith in pursuance of and in reliance on the provisions of this title, or of any rule, regulation, instruction, or direction issued thereunder.

Executed at Washington, D.C., on March 5, 1959.

For the Attorney General.

[SEAL] DALLAS S. TOWNSEND,
Assistant Attorney General,
Director, Office of Alien Property.

[F.R. Doc. 59-2070; Filed, Mar. 10, 1959; 8:50 a.m.]

CUMULATIVE CODIFICATION GUIDE—MARCH

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