THE NATIONAL ARCHIVES
LITTERA SCRIPTA MANET
FEDERAL REGISTER
1934
OF THE UNITED STATES

VOLUME 24 NUMBER 103

Washington, Wednesday, May 27, 1959

Title 26—INTERNAL REVENUE, 1954

Chapter I—Internal Revenue Service, Department of the Treasury

SUBCHAPTER A—INCOME TAX

[T.D. 6380]

PART 1—INCOME TAX; TAXABLE YEARS BEGINNING AFTER DECEMBER 31, 1953

Taxes and Carrying Charges Chargeable to Capital Account and Treated as Capital Items

In order to restore to the regulations under section 266, relating to taxes and carrying charges, the election to capitalize Federal social security taxes paid or accrued in connection with the construction or acquisition of a capital asset, as previously provided in § 39.24(a)-6 of Regulations 118 and corresponding provisions of prior regulations, § 1.266-1 of the Income Tax Regulations (26 CFR (1954) Part 1) is hereby amended as follows for taxable years beginning after December 31, 1953, and ending after August 16, 1954:

Section 1.266-1 is amended as follows:

(A) By striking the last sentence of paragraph (b)(2).

(B) By amending paragraph (d) to read as follows:

§ 1.266-1 Taxes and carrying charges chargeable to capital account and treated as capital items.

* * * * *

(d) The following examples are illustrative of the application of the provisions of this section:

Example (1). In 1956 and 1957 A pays annual taxes and interest on a mortgage on a piece of real property. During 1956, the property is vacant and unproductive, but throughout 1957 A operates the property as a parking lot. A may capitalize the taxes and mortgage interest paid in 1956, but not the taxes and mortgage interest paid in 1957.

Example (2). In February 1957, B began the erection of an office building for himself. B in 1957, in connection with the erection of the building, paid $6,000 social security taxes, which in his 1957 return he elected to capitalize. B must continue to capitalize the social security taxes paid in connection with the erection of the building until its completion.

Example (3). Assume the same facts as in example (2) except that in November 1957, B also begins to build a hotel. In 1957 B pays $3,000 social security taxes in connection with the erection of the hotel. B's election to capitalize the social security taxes paid in erecting the office building started in February 1957 does not bind him to capitalize the social security taxes paid in erecting the hotel; he may deduct the $3,000 social security taxes paid in erecting the hotel.

Example (4). In 1957, M Corporation began the erection of a building for itself, which will take three years to complete. M Corporation in 1957 paid $4,000 social security taxes and $8,000 interest on a building loan in connection with this building. M Corporation may elect to capitalize the social security taxes although it deducts the interest charges.

Example (5). C purchases machinery in 1957 for use in his factory. He pays social security taxes on the labor for transportation and installation of the machinery, as well as interest on a loan to obtain funds to pay for the machinery and for transportation and installation costs. C may capitalize either the social security taxes or the interest, or both, up to the date of installation or until the machinery is first put into use by him, whichever date is later.

Because this Treasury decision merely restores an election given to taxpayers under former regulations, and because it is desirable to restore such election promptly, it is found that it is unnecessary and impracticable to issue this Treasury decision with notice and public procedure thereon under section 4(a) of the Administrative Procedure Act, approved June 11, 1946, or subject to the effective date limitation of section 4(c) of that Act.

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

[SEAL] DANA LATHAM,
Commissioner of Internal Revenue.

Approved: May 22, 1959.

FRED C. SCRIBNER, Jr.,
Acting Secretary of the Treasury.

[F.R. Doc. 59-4433; Filed, May 26, 1959; 8:49 a.m.]

Title 7—AGRICULTURE

Chapter VII—Commodity Stabilization Service (Farm Marketing Quotas and Acreage Allotments), Department of Agriculture

PART 718—DETERMINATION OF ACREAGE AND PERFORMANCE

Sec.
718.1 Basis and purpose and applicability.

(Continued on p. 4225)

CONTENTS

FEDERAL REGISTER

Published daily, except Sundays, Mondays, and days following official Federal holidays, by the Office of the Federal Register, National Archives and Records Service, General Services Administration, pursuant to the authority contained in the Federal Register Act, approved July 26, 1935 (49 Stat. 500, as amended; 44 U.S.C., ch. 8B), under regulations prescribed by the Administrative Committee of the Federal Register, approved by the President. Distribution is made only by the Superintendent of Documents, Government Printing Office, Washington 25, D.C.

The FEDERAL REGISTER will be furnished by mail to subscribers, free of postage, for $1.50 per month or $15.00 per year, payable in advance. The charge for individual copies (minimum 15 cents) varies in proportion to the size of the issue. Remit check or money order, made payable to the Superintendent of Documents, directly to the Government Printing Office, Washington 25, D.C.

The regulatory material appearing herein is keyed to the CODE OF FEDERAL REGULATIONS, which is published, under 50 titles, pursuant to section 11 of the Federal Register Act, as amended August 5, 1953. The CODE OF FEDERAL REGULATIONS is sold by the Superintendent of Documents. Prices of books and pocket supplements vary.

There are no restrictions on the republication of material appearing in the FEDERAL REGISTER, or the CODE OF FEDERAL REGULATIONS.

CONTENTS—Continued

CODIFICATION GUIDE

A numerical list of the parts of the Code of Federal Regulations affected by documents published in this issue. Proposed rules, as opposed to final actions, are identified as such.

A Cumulative Codification Guide covering the current month appears at the end of each issue beginning with the second issue of the month.

CODIFICATION GUIDE—Con.

Sec.

AUTHORITY: §§ 718.1 to 718.15 issued under sec. 374, 375, 52 Stat. 65, 66, sec. 401, 63 Stat. 1054, sec. 403, 61 Stat. 932, sec. 124, 70 Stat. 198; 7 U.S.C. 1374, 1375, 1421, 1153, 1812.

§ 718.1 Basis and purpose and applicability.

(a) *Basis and purpose.* The regulations contained in §§ 718.1 to 718.15, each inclusive, are reissued pursuant to and in accordance with the Agricultural Adjustment Act of 1938, as amended (7 U.S.C. 1301 et seq.), the Agricultural Act of 1949, as amended (7 U.S.C. 1441 et seq.), the Sugar Act of 1948, as amended (7 U.S.C. 1100 et seq.), and the Soil Bank Act (7 U.S.C. 1801 et seq.), and are intended to govern generally the determination of acreages and performance under the marketing quota, acreage allotment, sugar, and Soil Bank programs. Prior to the reissuance of this part, public notice of proposed changes in existing regulations, as amended (22 F.R. 3747, 5675, 7418; 23 F.R. 3313, 5321), was given in accordance with the Administrative Procedure Act (5 U.S.C. 1003). The data, views, and recommendations pertaining thereto which were submitted have been duly considered. Since the determination of acreages of crops on farms under the above programs is now in progress, it is hereby determined that compliance with the provisions of the Administrative Procedure Act (5 U.S.C. 1003) with respect to the effective date is impracticable and contrary to the public interest and that §§ 718.1 to 718.15, each inclusive, shall become effective upon publication in the FEDERAL REGISTER subject to the provisions of paragraph (b) of this section.

(b) *Applicability.* This part shall apply generally to the determination of acreage and performance with respect to marketing quota, acreage allotment, sugar, and Soil Bank programs, hereinafter referred to as "programs", for 1959 and subsequent years established pursuant to the Agricultural Adjustment Act of 1938, as amended, the Agricultural Act of 1949, as amended, the Sugar Act of 1948, as amended, or the Soil Bank Act and shall be deemed as supplemental to any specific regulations pertaining to determination of acreage and performance in connection with such programs and in case of conflict, such specific regulations shall control over this part. Acreages measured prior to the effective date of this part in accordance with §§ 718.1 to 718.15, each inclusive, as amended (22 F.R. 3747, 5675, 7418; 23 F.R. 3313, 5321), shall be used where pertinent in determining acreages of allotment crops for 1959 or compliance with Soil Bank contracts. The definition of "farm" as hereinafter set out shall not be applicable to the Sugar Act of 1948, as amended.

§ 718.2 Definitions.

As used in §§ 718.1 to 718.15, each inclusive, and in all instructions, forms, and documents in connection therewith, the words and phrases defined in this section shall have the meanings herein assigned to them unless the text or subject matter otherwise requires.

(a) The terms, words, or phrases "allotment," "county," "cropland," "farm," "farm serial number," "photograph number," "producer," "reconstitution," and "soil bank contract" shall have the same meanings assigned to them as are assigned in § 719.2 of this chapter, Farm Constitution and Allotment Record Regulations, as now published or as may be hereafter amended, it being the intent and purpose that the foregoing terms, words, and phrases shall at all times have the same meanings in this part and Part 719 of this chapter.

(b) "Allotment crop" means any crop for which an acreage allotment or proportionate share is established pursuant to the Agricultural Adjustment Act of 1938, as amended, the Agricultural Act of 1949, as amended, or the Sugar Act of 1948, as amended.

(c) "Area Director" means the director in the office of the Deputy Administrator for the administrative area to which the State is assigned, or the person acting in such capacity.

(d) Committees:

(1) "Community committee" means the persons elected within a community as the community committee, pursuant to the regulations governing the selection and functions of Agricultural Stabilization and Conservation county and community committees under section 8(b) of the Soil Conservation and Domestic Allotment Act, as amended.

(2) "County committee" means the persons elected within a county as the county committee, pursuant to regulations governing the selection and functions of Agricultural Stabilization and Conservation county and community committees under section 8(b) of the Soil Conservation and Domestic Allotment Act, as amended.

(3) "State committee" means the persons in a State designated by the Secretary as the Agricultural Stabilization and Conservation State committee under section 8(b) of the Soil Conservation and Domestic Allotment Act, as amended.

(e) "Competitive crop" means a crop which is planted at approximately the same time in alternate rows or strips with another row crop, both of which will mature at approximately the same time and compete for moisture and plant foods during the entire growing season.

(f) "County office manager" means the person employed by the county committee to execute the policies of the county committee and be responsible for the day-to-day operations of the Agricultural Stabilization and Conservation county office, or the person acting in such capacity.

(g) "County supervisor" means the county performance supervisor who is delegated responsibility for the day-to-day field operations in connection with the acreage and performance work in the county.

(h) "Cut-out" means a portion of a photograph showing one farm or a group of small farms.

(i) "Department" means the United States Department of Agriculture.

(j) "Deputy Administrator" means the Deputy Administrator, or the Acting Deputy Administrator, Production Adjustment, Commodity Stabilization Service, United States Department of Agriculture.

(k) "Director" means the Director, or Acting Director, Performance Division, Commodity Stabilization Service, United States Department of Agriculture.

(l) "Field" means a part of a farm which is separated from the balance of the farm by a complete permanent boundary.

(m) "Non-competitive crop" means a crop which is planted in alternate rows or strips with another crop but does not compete for moisture and plant food during the entire growing season because of later planting or earlier maturity.

(n) "Normal row width" means the distance between rows of crops in the field provided such distance is 36 inches or more.

(o) "Operator" means the person who is in charge of the supervision and conduct of the farming operations on the entire farm.

(p) "Permanent boundary" means a fixed boundary such as a fence, permanent ditch, creek, lane, wood line, farm boundary, or similar permanent features or combinations thereof.

(q) "Person" means an individual, partnership, association, corporation, estate or trust, or other business enterprise or other legal entity and, whenever applicable, a State, a political subdivision of a State or any agency thereof.

(r) "Reporter" means the person employed by the county office manager to secure the necessary information and measurements to determine the acreage of crops for which measurements are required.

(s) "Scale of photograph" means the number of feet measured on the ground represented by one inch on the photograph.

(t) "Secretary" means the Secretary of Agriculture of the United States, or any officer or employee of the Department to whom authority has been delegated, or to whom authority may hereafter be delegated, to act in his stead.

(u) "Sketch" means an approximate map of a farm or field drawn from observations and measurements.

(v) "Spot check" means a determination of the acceptability of the work performed by a reporter by any employee of the State Agricultural Stabilization and Conservation office of the Department when so authorized by the State administrative officer, or any employee of the county committee when so authorized by the county office manager, or any employee of the Department when so authorized by the Deputy Administrator.

(w) "State administrative officer" means the person employed by the State committee to execute the policies of the State committee and to be responsible for the day-to-day operations of the Agricultural Stabilization and Conservation State office, or the person acting in such capacity.

(x) "State performance specialist" means the person employed by the State administrative officer to be responsible for the day-to-day operations of the performance work in the State.

(y) "State supervisor" means a person employed as State performance supervisor to assist the State performance specialist in carrying out the performance work in the State including spot checking the work of reporters.

(z) "Subdivision" means a part of a field or farm which is separated from the balance of the field or farm by a temporary boundary.

(aa) "Temporary boundary" means a crop line or other apparent boundary not fixed which would disappear when the crops are removed or which could be moved easily as in the case of a temporary fence.

§ 718.3 Functions of county committee, Director, and Deputy Administrator.

The county committee shall provide for the measurement of farms, and the determination of performance under the regulations in this part. The Director shall cause to be prepared and issued such forms as are necessary and shall cause to be prepared such instructions with respect to internal management as are necessary for carrying out the regulations in this part. The forms and instructions shall be approved by and the instructions shall be issued by the Deputy Administrator.

§ 718.4 Identification of farms.

Each farm for which an acreage allotment or proportionate share is established or each farm for which a Soil Bank contract is in effect and each farm on which the county committee has reason to believe any allotment crop has been planted or is growing shall be identified by a farm number. All records pertaining to the measurement and determination of acreages of such crops shall be identified by such number.

§ 718.5 Methods of measurement.

The method of measurement used in determining acreages shall be one or a combination of the following methods.

(a) *Aerial photographs.* Subject to the provisions of paragraph (b) of this section, aerial photographs shall be used when available unless based on State committee recommendations, the Director determines that because of age, use, or other reasons it is not feasible to further use available photographs for a particular area taken at a particular time.

(b) *Ground measurements.* Acreages shall be determined by ground measurements only when aerial photographs are not available or the use of the photograph is not feasible for acreage determinations on individual fields because of cultural changes or size of the fields or available photographs have been disapproved under paragraph (a) of this section.

(c) *Official acreages.* Acreages determined in previous years by the Commodity Stabilization Service of the Department from areas delineated on photography currently in use may be recognized as official. The acreage of any area designated under the Conservation Reserve Program shall be considered as an official acreage for the period of the contract irrespective of the use of new photography for determining the acreage of other crops and land uses on the farm, unless the boundaries of the designated area are changed or the original acreage determination is later found to be in error.

(d) *Reliance on previously determined acreages.* Acreages determined and recorded in prior years which are later found to be incorrect shall be corrected, and the county office manager shall notify the farm operator in writing of the corrected acreage. When photography from a new flight is put into use, the county office manager may notify all farm operators by letter that acreages determined in previous years will no longer be considered as official and that such acreages should not be relied on for future plantings or other program purposes, except for designated conservation reserve areas. If farm operators have not been notified to disregard acreages previously determined and recorded, or if a farm operator has not been notified of a correction in an acreage previously determined and recorded for an area on his farm, and the farm operator has relied on the incorrect acreage for planting or other program purposes, the acreage on which he relied shall stand for that year only. The county office manager shall notify him immediately by letter that the corrected acreage will apply in the future.

(e) *Intertilled and fallow-stripped acreage*—(1) *Soil bank base crops.* In determining the acreage of non-allotment soil bank base crops planted in alternate rows, alternate strips, or fallow strips with idle or fallow land or non-soil bank base crops, the entire area shall be considered as planted to the soil bank base crop(s) unless the area composed of idle or fallow land or non-soil bank base crops is as wide as four normal rows of the soil bank base crop(s). If the area composed of idle or fallow land or non-soil bank base crop(s) is as wide as four normal rows of the soil bank base crop(s), only the land actually occupied by the soil bank base crop(s) shall be considered as planted to soil bank base crop(s). Where allotment crops are intertilled or fallow-stripped with non-allotment soil bank base crops and the entire area is considered as planted to allotment crops under subparagraph (2) of this paragraph, the acreage shall be counted only once in determining the acreage of soil bank base crops.

(2) *Allotment crops.* When two row crops subject to allotment or one allotment row crop and another competitive row crop are planted in alternate rows or in strips of two or more rows, the acreage shall be considered as intertilled. When an allotment row crop is planted in alternate rows or strips with non-competitive crops or in alternate rows or strips with idle or fallow land, the acreage shall be considered as fallow-stripped.

(i) *Intertilled alternate rows.* Acreages of crops intertilled in alternate rows shall be determined as follows:

(*a*) *Normal rows.* If the distance between each row of the crops planted is not less than the normal row width for the allotment crop (the wider normal row if two allotment crops are involved), only the land actually occupied by the allotment crop shall be considered as planted to the allotment crop.

(*b*) *Less than normal rows.* If the distance between the rows of the crops planted is less than the normal row width for the allotment crop, the entire intertilled area shall be considered as planted to the allotment crop.

(ii) *Intertilled alternate strips.* Acreages of crops intertilled in alternate strips shall be determined as follows:

(*a*) *Less than one normal row.* If the distance between the strips of the allotment crop is less than one normal row width, the entire area shall be considered as planted to the allotment crop.

(*b*) *Less than four normal rows.* If the distance between the strips of the allotment crop is as wide as one but less than four normal rows of the allotment

crop, the acreage of the allotment crop shall be the total acreage in the area less the acreage actually occupied by any competitive crop.

(c) *Four normal rows or more.* If the distance between the strips of the allotment crop is as wide as or wider than four normal rows of the allotment crop, only the area occupied by the allotment crop shall be considered as planted to the allotment crop.

(iii) *Fallow-stripped allotment crops.* Acreages of fallow-stripped crops shall be determined as follows:

(a) *Less than four normal rows.* If the strips of idle land, fallow land, noncompetitive crop(s), or a combination thereof are not as wide as four normal rows of the allotment crop, the entire area shall be considered as planted to the allotment crop.

(b) *Four normal rows or more.* If the strips of idle land, fallow land, non-competitive crop(s), or a combination thereof are at least as wide as four normal rows of the allotment crop, only the land actually occupied by the allotment crop shall be considered as planted to the allotment crop, except that individual strips which are not as wide as four normal rows shall be considered as planted to the allotment crop.

(f) *Premeasured acreages.* The county committee shall provide for the measurement prior to planting of the acreage on the farm which is to be planted to cotton, provided such acreage is not in excess of the farm cotton allotment and the farm operator requests such measurement and pays the cost thereof as determined by the county committee. The acreages of fields or subdivisions which were officially premeasured will not be redetermined unless a performance check reveals that all of the premeasured area was not utilized for the purpose for which it was premeasured or that the crop was planted outside the premeasured area. In all such cases, any part of the premeasured area which was not planted shall be measured and deducted, any additional land beyond the premeasured area which is planted to the crop shall be computed as a separate field or subdivision, and the total farm acreage for the crop shall be determined without regard to the premeasurement service made on the farm. A premeasurement service may be provided by the State committee with respect to other crops and land uses.

(g) *Deductions*—(1) *General.* In determining the acreage of any field or subdivision, a deduction shall be made, except as otherwise provided in this paragraph, for any continuous area not planted to the crop being measured or devoted to the land use designated, provided it contains three-hundredths (0.03) acre or more and is not less than (i) the smaller of 4 links or one row in width in case of a deduction around the perimeter of the field or (ii) one row in width in case of a deduction within the planted area, except that no deduction shall be made under this provision for any intertilled or fallow-stripped arrangement described under paragraph (e) of this section. Where the system of farming requires or the producer elects not to plant rows or strips of the crop for convenience in cultivating, dusting, irrigating, harvesting, or similar cultural operations, such areas shall not be eligible for deduction unless they meet the minimum four-row width requirement prescribed under paragraph (e) of this section.

(2) *Terraces and sod waterways.* Terraces or sod waterways not planted to the crop being measured or devoted to the land use designated shall be deducted, provided the area involved is not less than one row in width. Such eligible areas may be deducted regardless of size.

(3) *Deductions from tobacco.* In the case of tobacco the following shall apply:

(i) Any noncropland area of one-hundredth (0.01) acre or more (computed in hundredths) not planted to tobacco, such as a rock pile, building, pond, or sink hole which could not be planted to tobacco and cropland used for turnrows may be deducted whenever the total acreage of tobacco for the farm is in excess of the farm allotment.

(ii) The area included in sled (slide box) rows shall be deducted from the acreage of flue-cured tobacco provided the sled row is at least one normal row in width and there is not more than one sled row for each four normal rows of tobacco, except that where an acceptable sled row pattern has been followed in the field, a sled row nearest one edge of the field may be deducted even though it serves less than four rows. The area in all eligible sled rows may be combined and deducted without regard to the three-hundredths (0.03) acre minimum.

(h) *Adjustment credit*—(1) *General.* Adjustment credit shall not be given for any area not planted to the crop being measured which was not eligible for deduction under paragraph (g) (1) of this section, except that the minimum area to be deducted and the minimum width for deductible areas may be increased pursuant to § 718.15 in which case such minimums shall control. Otherwise, adjustment credit may be permitted as provided for in subparagraphs (2) and (3) of this paragraph.

(2) *For tobacco.* The minimum area which may be disposed of to adjust to the allotment shall be three-hundredths (0.03) acre unless the total excess for the farm is less than three-hundredths (0.03) acre in which case the minimum shall be the amount of the excess.

(3) *For other crops.* The minimum area which may be disposed of to adjust the acreage shall be one-tenth (0.1) acre, unless the total excess for the farm is less than the minimum, in which case the minimum shall be the amount of the excess.

§ 718.6 Equipment and materials.

Equipment and materials to be used by reporters in making measurements and recording acreage data shall be prescribed by the Deputy Administrator. Any basic equipment and materials not so prescribed shall not be used.

§ 718.7 Farm inspection, measurement of acreages, and determination of performance.

The measurement of allotment crops and the determinations of performance with respect to any program on a farm shall be made by a reporter who has been authorized by the county office manager to make such measurements and performance determinations on that farm. Each farm for which such measurements or performance determinations with respect to any program is required, including any farm on which the county committee has reason to believe an allotment crop has been planted or will be harvested, shall be assigned to a reporter for inspection, measurements, or other determinations as may be required. This assignment will constitute the reporter's authority to visit the farm and enter thereon for the purpose of making applicable measurements or other performance determinations where such entry will facilitate measurement. If requested to do so by any producer interested in the farm, the reporter shall present a written certification from the county office manager authorizing him to secure measurements or other performance data applicable to that farm. The reporter may request the operator, or his representative, or a producer on the farm to designate all fields and crops on the farm for which measurements are required and to assist the reporter in securing such measurements. If requested to do so the operator, or his representative, or the producer shall designate all fields of such crops and may assist the reporter in making the measurements. The reporter may be assisted in securing measurements and performance data by another reporter, a community, county, or State committeeman, a State committee representative, a county office manager, an employee of the county office when authorized by the county office manager, or by an employee of the Department when authorized by the Deputy Administrator.

§ 718.8 Report of acreage.

The farm operator or his representative shall file a report with the county committee or a representative of the county committee on the form provided for such purpose. The report shall include, over the signature of the operator or his representative, a certification that the crops and land uses reported by fields represent all of such crops and land uses on the farm as constituted and designated by the farm number appearing in the heading thereof for which the report is filed. A report of acreage shall not be considered complete unless signed by the operator, or his representative, and the issuance of a marketing card may be withheld until the signature is obtained.

§ 718.9 Determination and computation of acreage.

Acreages shall be determined by the county Agricultural Stabilization and Conservation office by computations of data secured by the reporter. The following rules of fractions and extent of calculations govern the computation of field and farm acreages for various commodities and are established to aid in administration, and any tolerance permitted is not to be construed as a privilege to any producer to exceed the farm allotment.

(a) *Tobacco.* Each field or subdivision computed will be recorded in acres and hundredths of acres, dropping all thousandths, except where the field or subdivision being measured is less than one-hundredth (0.01) acre in which case the computations shall be carried to five decimal places and the acreage recorded in acres and thousandths. The total farm acreage of each kind of tobacco shall be the sum of the field and subdivision acreages of each kind of tobacco and shall be recorded in acres and hundredths of acres.

(b) *Crops and acreages other than tobacco.* Each field or subdivision computed will be recorded in acres and hundredths of acres, dropping all thousandths. The total farm acreage for each allotment crop or other crop classification shall be the sum of the field and field subdivision acreages of each allotment crop or other crop classification and shall be recorded in acres and tenths, dropping all hundredths.

§ 718.10 Notices to farm operators.

(a) *General.* After the determination of the acreages for the farm which are relevant in determining compliance with the allotment for an allotment crop or performance with respect to a program, a written notice of such acreages shall be mailed by the county office manager, or on behalf of the county office manager by an employee of the county office, to the farm operator. The notice shall be on a form prescribed by the Deputy Administrator for the particular commodity or program, and mailing of the notice to the farm operator shall constitute notice to each producer on the farm.

(b) *Erroneous notice.* If, under applicable regulations, a farm is determined to be out of compliance for marketing quota, price support, or soil bank purposes, the farm nevertheless shall be deemed in compliance with the acreage allotment for marketing quota and price support purposes and not in violation of the conservation reserve contract with respect to the farm (unless excess acreage is located on the conservation reserve area) if the county committee, with the approval of the State administrative officer, determines that lack of compliance was caused by all of the following:

(1) Reliance in good faith by the farm operator on an erroneous notice of measured acreage issued hereunder; and

(2) Neither the farm operator nor any producer on the farm had actual knowledge of the error in time to adjust the excess acreage in accordance with applicable regulations; and

(3) The incorrect notice was the result of an error made by the performance reporter or by another employee of the county or State office in reporting, computing, or recording an acreage for the farm; and

(4) Neither the farm operator nor any producer on the farm was in any way responsible for the error; and

(5) The extent of the error in the erroneous notice was such that the farm operator would not reasonably be expected to question the acreage of which he was erroneously notified.

(c) *Administrative variances*—(1) *Tobacco.* In case of tobacco, if the acreage determined for the farm does not exceed the farm tobacco allotment by more than the larger of one-hundredth (0.01) acre or two percent of such allotment not to exceed nine-hundredths (0.09) acre, the farm tobacco acreage shall be considered within the allotment. If the tobacco acreage determined for the farm exceeds the allotment by more than this amount, the tobacco acreage shall be considered in excess of the farm allotment and disposition shall not be limited to the acreage necessary to bring the acreage within the prescribed administrative variance. In such cases, the farm will not be considered in compliance unless disposition is made of all acreage in excess of the allotment.

(2) *Other allotment crops.* For all other allotment crops except sugar, if the acreage determined for the farm does not exceed the applicable acreage allotment, or permitted acreages of allotment crops, by more than the larger of one-tenth (0.1) acre or two percent not to exceed nine-tenths (0.9) acre, the farm acreage for that crop shall not be considered in excess of the allotment (permitted acreage in the case of wheat and peanuts). If the acreage determined for a crop exceeds the allotment (permitted acreage in the case of wheat and peanuts) by more than this amount, the farm shall be considered in excess. If the producer elects to dispose of the excess acreage, the total acreage disposed of shall not be less than the total excess acreage.

§ 718.11 Spot checks.

The State or county committee or the Deputy Administrator may at any time require a spot check of the acceptability of the work performed by any reporter or reporters pursuant to § 718.7 on any farm. The person authorized to make such spot check shall enter on the farm if such entry will facilitate the spot check. If requested to do so by any producer interested in the farm, the person authorized to make the spot check shall present his written authorization to spot check that farm.

§ 718.12 Redetermination of acreages.

(a) The State or county committee or the Deputy Administrator may require redetermination of the acreage and performance at any time with respect to any program for any farm. A redetermination of acreage shall be based on measurements made by a person authorized to make such measurements. If the farm operator or other producer interested in the crop requests a remeasurement of an acreage which he believes to be in error, such acreage shall be remeasured provided the producer deposits the cost of remeasurement with the county office and files a request for remeasurement within 15 days from the date the initial notice of the acreage determination is mailed to the farm operator for all crops except tobacco, and in the case of tobacco, within 10 days of such date: *Provided, however,* That the State committee may provide for the reduction of such time in the case of flue-cured tobacco to 7 days. The applicable time limit shall be shown on the notice of acreage determination. The cost of the remeasurement shall be as determined by the county committee with the approval of the State committee. Remeasurement shall be accomplished by the same method used in the original acreage determination unless it is established that such method was not applicable under § 718.5. After the remeasurement of any acreage, the county office manager shall notify the farm operator of the acreage as determined by remeasurement. If the farm operator or any producer interested in the acreage planted to a crop on the farm applies for a remeasurement within a reasonable length of time after the end of the prescribed period, deposits the cost of the remeasurement with the county office, and establishes to the satisfaction of the county committee or the county office manager that failure to request remeasurement within the prescribed period was due to conditions beyond the control of the producers on the farm, the county committee or the county office manager shall grant the request for remeasurement and shall so notify the farm operator in writing. The deposit made by the producer will be refunded under the following conditions:

(1) *Cotton acreage.* In the case of cotton acreage remeasurements, the deposit will be refunded only when:

(i) The remeasurement reduces the acreage sufficiently to bring the acreage within the farm cotton allotment; or

(ii) The producer claimed that the original measurement was too small, the remeasurement reveals that an error of at least three percent or five-tenths (0.5) acre, whichever is larger, was made in the original determination, and the acreage as redetermined is within the cotton allotment for the farm.

(2) *Crops other than cotton.* In the case of crops or programs other than cotton, the deposit will be refunded only when:

(i) The producer claimed that the original acreage determination was too large and the remeasurement brings the acreage within the allotment, or within the permitted acreage for the farm in case of the soil bank program, or reduces the acreage as much as three percent or five-tenths (0.5) acre, whichever is larger; or

(ii) The producer claimed that the original acreage determination was too small and the remeasurement increases the acreage as much as three percent or five-tenths (0.5) acre, whichever is larger.

(b) A second or succeeding remeasurement at the request of the farmer shall be made only upon approval of the State committee.

§ 718.13 Determination and adjustment of excess acreage.

(a) *General.* If the acreage of the respective crop(s) exceeds the farm acreage allotment or the permitted acreage for the farm and the farm operator or other producer elects to dispose of

the excess in accordance with applicable regulations, the farm shall be revisited for the purpose of determining the adjusted acreage under the conditions outlined in this section. Where the producer must pay the cost of determining the adjusted acreage, the amount required shall be as determined by the county committee with the approval of the State committee.

(1) *Peanuts.* Farms will be revisited to determine the initially adjusted peanut acreage at the expense of the ASC county office when:

(i) The total acreage of peanuts on an allotment farm exceeds the peanut allotment; or

(ii) An acreage of peanuts has been measured on a farm for which no allotment is established and a statement of the operator or his representative that peanuts would not be dug was not obtained on the report of acreage.

Notwithstanding subparagraph (1) (i) and (ii) of this paragraph, a revisit to a farm is not required when the total peanut acreage is determined to be one (1.0) acre or less and no producer on the farm is interested in an acreage of peanuts planted on another farm. Revisits to a farm for the purpose of determining the dug acreage or a further adjustment of an excess acreage, other than provided for in this section shall be made only upon request and payment of the cost by the farm operator.

(2) *Wheat.* If the total acreage of wheat determined for the farm exceeds the allotment or 15 acres, whichever is larger, the farm shall be revisited for the purpose of determining the initially adjusted acreage at the expense of the ASC county office. In other cases, the farm will be revisited for the purpose of determining the adjusted acreage of wheat only upon request and payment of the cost of measuring the adjusted acreage.

(3) *Allotment crops other than peanuts and wheat.* If the measured acreage of any allotment crop other than peanuts or wheat is in excess of the farm acreage allotment and the producer elects to adjust the acreage by disposition of such excess, the farm shall be revisited for the purpose of determining the adjusted acreage upon timely receipt of a request from the producer and payment of the cost.

(4) *Other soil bank acreages.* If the producer elects to adjust the measured acreage of other soil bank base crops, the farm will be revisited to determine the adjusted acreage upon request and payment of the cost of measuring the adjusted acreage. In cases where a cover crop has been approved for a designated reserve area, the disposition of the cover crop shall be determined at the expense of the ASC county office.

(b) *Measurement of acreage prior to adjustment.* The county committee may provide for the measurement and staking of the excess acreage prior to disposition and for determination of the adjusted acreage if the farm oprator requests this service and pays the cost. Reporters are permitted to compute such areas in the field.

(c) *Extension of time for disposition of excess acreage*—(1) *By county.* If the producers on the farm are unable to dispose of the excess acreage within the time limit prescribed on the notice of excess acreage because of conditions beyond their control, a request in writing for additional time may be filed at the county office not later than the disposition date shown in the notice by any producer on the farm who has an interest in the crop involved in the excess. The reasons the producers on the farm are unable to dispose of the excess acreage within the prescribed time limit shall be set forth in the request for additional time. If the county committee, or the county office manager on behalf of the county committee, determines from the reasons stated that the producers were unable to dispose of the excess within the prescribed time limit because of conditions beyond their control, the date for disposition of such excess may be extended to not more than 30 days from the date of the initial notice of excess acreage in those instances where the date of mailing the notice establishes the disposition date or to not more than 15 days beyond the published disposition date, whichever is applicable. A revised notice shall be mailed to the farm operator showing the extended final disposition date. If an extension is denied, the operator shall be notified by letter.

(2) *By State.* If the producers on the farm were unable to dispose of the excess acreage within the time limit otherwise prescribed due to conditions beyond their control, any producer who has an interest in the crop involved in the excess may file a written request with the county office, prior to or after the time established has expired, requesting that the State committee, or the State administrative officer on behalf of the State committee, authorize the county office to grant an extension or a further extension of time. This request must show the reason why the producer was unable to comply with the disposition date of which he was notified. Upon receipt of such authorization, the county committee, or the county office manager on behalf of the county committee, shall extend the date for disposition to provide the producers a reasonable opportunity to dispose of the excess acreage. A revised notice shall be mailed to the farm operator showing the extended final disposition date. If an extension is denied, the operator shall be notified by letter.

(d) *Excess cotton, wheat, rice or soil bank base acreage remaining after remeasurement or initial disposition*—(1) *Remeasurement.* If the acreage remains in excess of the farm allotment or the permitted acreage of soil bank base crops upon remeasurement, a revised notice shall be mailed to the farm operator providing for disposition of the remaining excess within 7 days from the date of such notice for cotton, and for wheat, rice, and soil bank base crops, the notice shall provide for the disposition of the remaining excess within 7 days from the date of the notice or the applicable established disposition date, whichever is later.

(2) *Initial disposition.* If the acreage remains in excess of the farm allotment or the permitted acreage of soil bank base crops upon measurement of the adjusted acreage after the initial disposition of the excess, and the county committee or county office manager determines that the producer made an honest effort to dispose of the entire excess, a revised notice shall be mailed to the farm operator providing for disposition of the remaining excess within 7 days from the date of such notice for cotton, and for wheat, rice, and soil bank base crops, the notice shall provide for the disposition of the remaining excess within 7 days from the date of the notice or the applicable established disposition date, whichever is later.

(e) *No adjustment after harvest.* No adjustment shall be made in the planted acreage of any crop by disposition of excess acreage after any of the crop has been harvested from such acreage, except that adjustment of the farm peanut acreage or the acreage of any kind of tobacco shall be made in accordance with applicable regulations.

(f) *Notice to county office of intent or completion of disposition.* The producer shall notify the county office that he has disposed of any excess acreage or that he intends to dispose of such excess by the date(s) entered on the notice of excess acreage. The county committee, or the county office manager on behalf of the county committee, may waive notification upon finding that the excess acreage was in fact disposed of prior to the disposition date or upon submission of proof satisfactory to them that the producer was prevented from complying with the requirement because of conditions beyond his control.

§ 718.14 Cost of measurements.

The cost of initially determining the acreage of crops for which measurements are required shall be paid from administrative funds. Additional determinations shall be made only in accordance with §§ 718.12 and 718.13.

§ 718.15 State committee option.

(a) The State committee, upon approval of the Deputy Administrator, may establish a minimum row width for specific crops of less than the 36 inches provided for in § 718.2(n) if general cultural practices in the area warrant such action, may increase the minimum area which may be deducted under § 718.5(g) (1) and (h) (2) and (3), may increase the minimum width allowable for deductible areas under § 718.5(g) (1) and (2) and (h) (2) and (3), may establish a minimum area which may be deducted under § 718.5(g)(2), and may decrease the five-tenths (0.5) acre minimum error as provided in § 718.12 except that in no case shall the minimum be less than one-tenth (0.1) acre.

(b) The following State committee determinations, provided for in this section, which deviate from the standards otherwise prescribed in this part are effective for 1959 and will remain effective for subsequent years unless and until amended:

TABLE OF SECTIONS AFFECTED BY STATE COMMITTEE DETERMINATIONS PURSUANT TO § 718.15

State	718.2(a)	718.5(g)		718.5(a)		718.12		
		(1)	(2)	(2)	(3)	(a-2)	(b-1)	(b-2)
Alabama	For cotton and peanuts, 32 inches.				Minimum width, 4 rows.			
Arizona		0.1 A.	Minimum combined area of 0.1 A. established.		0.2 A. All destroyed acreage must be in one plot or be made up of entire field(s) plus 1 plot. The plot to be destroyed must be an area of regular shape with no more than 4 sides and with at least 1 side bordering on the edge of the field. If the area to be destroyed is a narrow strip extending out into the field from either a side or an end of the field, such strip must be at least four normal rows in width to qualify under the above requirements.			
Arkansas		0.5 A. Areas planted to rice on which the rice was destroyed in the construction of contour levees (dikes) shall not be eligible for deduction on the initial check of performance.			Areas in rice fields on which rice was completely destroyed in the construction of contour levees (dikes) may be considered as acreage disposed of to adjust to the farm allotment provided the area in each levee (dike) meets the 0.1 A. minimum area requirement.			
California	For sugar beets, 20 inches.	0.1 A. Minimum width within the planted area, 14 links from cropline to cropline. Irrigation levees within the field of an allotment crop shall not be eligible for deduction.	Minimum area of 0.1 A. established. Minimum width, 14 links from cropline to cropline. Each area to be deducted must meet the minimum requirements.		Minimum width, 14 links from cropline to cropline. Irrigation levees within the field of an allotment crop shall not be eligible for deductions. Acreages to be destroyed shall be limited to two places per field and shall be adjacent or readily accessible to the side of the field. Credit shall be allowed for continuous areas bordered by straight sides only, except that sides of the area which are part of the original field boundary need not be straight and excess acreage of rice to be destroyed may be within a check on the boundary of a field. Any ditch installed subsequent to the initial acreage determination which meets the minimum requirements may be deducted and will not be included in the count of the number of places per field.			
Colorado		0.1 A.						
Connecticut							0.25 A.	0.25 A.
Delaware		0.1 A.						
Florida	For peanuts, 18 inches; For soybeans, 24 inches.							
Georgia	For cotton, peanuts other than Spanish, field and commercial peas and beans for hay or seed, soybeans, lima beans, snap beans, cabbage, potatoes, pimentos, 30 inches; for Spanish peanuts, 26 inches; for onions, 16 inches.					0.1 A.	0.1 A.	0.1 A.

TABLE OF SECTIONS AFFECTED BY STATE COMMITTEE DETERMINATIONS PURSUANT TO § 718.15—Continued

State	718.2(a)	718.5(g)		718.5(a)		718.12		
		(1)	(2)	(2)	(3)	(a-2)	(b-1)	(b-2)
Idaho		0.1 A.	Minimum width, 4 rows.					
Illinois		0.1 A.	Minimum combined area of 0.1 A. established. Minimum width, 2 rows.					
Indiana		0.1 A. for all crops except tobacco and wheat. For wheat, 0.5 A. except that a deduction may be made for any continuous area which lies between the outside boundary of the field and the crop provided it contains 0.1 A. and is at least 5 links in width. Minimum width, 5 links for all close-sown crops except wheat. For wheat, the minimum width is 15 links except as otherwise provided for areas along the outside boundary of a field.	Minimum area for tobacco, 0.01 A. Minimum area for all other crops, 0.1 A. Minimum width, 3 rows for all row crops except tobacco and 15 links for all close-sown crops. Each area must meet the minimum requirements.	0.1 A. Minimum width 2 rows. After one or more areas to be disposed of have been determined, the final area shall be the balance of the excess even though it does not meet the minimum area requirement of 0.1 A.	1.0 A. Minimum width, 2 rows for row crops and 10 links for close-sown crops. After one or more areas to be disposed of have been determined, the final area shall be the balance of the excess even though it does not meet the minimum area requirement of 1.0 A.			
Iowa					The crops to be disposed of must be in a continuous area along one side or one end of one field. If the excess to be destroyed is greater than the field selected for disposal, the additional amount required may be disposed of along one side or one end of another field. Excess acreage destroyed by causes beyond the control of the producer is not limited to these restrictions if it meets the 0.1 A. minimum.			
Kansas	For sugar beets, 20 inches.	0.1 A.			0.5 A.			
Kentucky			Minimum area of 0.01 A. established. Each area must meet the minimum requirement.					
Louisiana		Unplanted rice levees within rice fields are not eligible for deduction.			1.0 A. for all crops except cotton and peanuts. Minimum widths: (1) for cotton and peanuts, 0.3 chain; (2) For all other crops, 0.5 chain. In either (1) or (2) above, the increase in minimum width may be disregarded under the following conditions: (a) In cases where an area along one edge or within a field is destroyed, provided the entire length of the row(s) is destroyed and all of the excess for the farm is destroyed in one area; or (b) where all of the commodity within a field or subdivision is destroyed.			
Maryland	For tobacco, 30 inches.		Minimum area of 0.03 A. established.					
Michigan	For sugar beets, 28 inches.							
Minnesota	For sugar beets, 20 inches.	0.1 A. for tobacco and sugar beets; 0.25 A. for all other crops. Minimum width, 6 feet.	Minimum combined area of 0.25 A. established. Minimum width, 6 feet.	0.1 A. minimum width, 6 feet.	0.25 A. for all crops except sugar beets. Minimum width, 6 feet.			

TABLE OF SECTIONS AFFECTED BY STATE COMMITTEE DETERMINATIONS PURSUANT TO § 718.15—Continued

State	718.2(a)	718.5(g)		718.5(a)		718.12		
		(1)	(2)	(2)	(3)	(a-2)	(b-1)	(b-2)
Mississippi		0.1 A. Minimum widths: Within the planted area, 4 normal rows; around the perimeter of the field, 2 normal rows.	Minimum combined area of 0.1 A. established. Dikes not seeded to rice in rice fields and irrigation dikes in cotton fields shall be deducted the same as terraces except that such dikes must not be less than 0.1 chain in width.		For crops other than cotton, 0.5 A. with a minimum width of 4 normal rows. Areas to be destroyed must also meet the following requirements: (1) when the total acreage to be destroyed is 0.5 A. or less, the entire acreage must be destroyed in one plot; (2) when the acreage to be destroyed is more than 0.5 A., only one plot to be destroyed may be less than 0.5 A. For cotton, 0.5 A. with a minimum width of 4 normal rows except that all of any field or subdivision planted to cotton may be disposed of to bring the farm within the allotment regardless of the number or size of such field or subdivision. The area included in cotton irrigation dikes, where the crop was destroyed by the installation of an irrigation system subsequent to planting, may be deducted in adjusting the excess acreage for the farm provided each area deducted meets the minimum area requirement of 0.1 A. and is 0.1 chain in width.			
Missouri		For all crops except tobacco, 0.1 A. Minimum width around the perimeter of a field, the smaller of 6 links or one normal row.	Minimum area of 0.03 A. established for tobacco; minimum area of 0.1 A. established for all other crops. Each area to be deducted must meet the minimum requirements.				0.1 A. for tobacco.	0.1 A. for tobacco.
Nebraska		0.1 A.	Minimum combined area of 0.1 A. established with a minimum 0.03 A. requirement for areas to be combined for deduction.					
New Hampshire.		0.06 A.						
New Mexico		Minimum width, 8 feet.	Minimum combined area of 0.03 A. established. Minimum width, 8 feet.					
New York							0.2 A.	0.2 A.
North Carolina.	For peanuts, 18 inches; For corn, 30 inches.		Minimum combined area of 0.03 A. established.	Disposition must be made in a square, rectangular, or trapezoidal pattern with one side or one end of the area parallel with the rows or the field boundary.	Disposition must be made in a square, rectangular, or trapezoidal pattern with one side or one end of the area parallel with the rows or the field boundary.			
North Dakota.	For sugar beets, 18 inches.		Minimum area of 0.03 A. established. Each area must meet the minimum requirements.		1.0 A. for all crops except sugar beets.			
Ohio	For sugar beets and horticultural crops, 28 inches.	0.3 A. for all crops except tobacco and for areas around the perimeter of the field. Minimum width around perimeter of the field, 5 links.	Minimum width, 10 feet.	Minimum widths inside fields, two rows; along field boundaries, one row.	0.3 A. Minimum widths: inside field, 4 rows; along field boundaries, the smaller of one normal row or 5 links.		0.1 A. for tobacco.	0.1 A. for tobacco.

TABLE OF SECTIONS AFFECTED BY STATE COMMITTEE DETERMINATIONS PURSUANT TO § 718.15—Continued

State	718.2(a)	718.5(g)		718.5(a)		718.12		
		(1)	(2)	(2)	(3)	(a-2)	(b-1)	(b-2)
Oklahoma		0.1 A. Minimum width for eligible areas within fields, 4 rows.	Minimum area of 0.1 A. established. Minimum width for eligible areas within fields, 4 rows.		Minimum widths: along field boundaries, one row; within fields, 4 rows.	0.3 A.	0.3 A.	0.3 A.
Oregon	For sugar beets, 20 inches.	0.1 A.						
South Dakota	For sugar beets, 22 inches.	0.5 A.	Minimum combined area of 0.5 A. established.		0.5 A.			
Tennessee					Minimum width, 4 rows.		0.1 A. for tobacco.	0.1 A. for tobacco.
Texas	For vegetable crops, 18 inches; For sugar beets, 30 inches.	For solid-seeded crops and row crops other than tobacco, any continuous area around the outside boundary of a field or subdivision 0.5 A. with a minimum width of 0.1 chain. For row crops other than tobacco, any continuous area within a field, or subdivision 0.1 A. with a minimum width of 4 rows. For solid-seeded crops, any continuous area within a field or subdivision, 0.1 A. with a minimum width of 0.2 chain.	Minimum area of 0.1 A. established. Minimum width for row crops, 4 rows. Minimum width for solid-seeded crops, 0.2 chain. Each area to be deducted must meet the minimum requirement.					
Utah	22 inches	0.1 A. for sugar beets and wheat; 0.3 A. for all other crops.			0.3 A. for all crops except sugar beets and wheat.			
Virginia	For peanuts, 32 inches.					In cases involving an acreage of 5.0 A. or less, a refund will be made for errors of at least 10 percent or 0.1 A., whichever is larger.	In cases involving an acreage of 5.0 A. or less, a refund will be made for errors of at least 10 percent or 0.1 A., whichever is larger.	In cases involving an acreage of 5.0 A. or less, a refund will be made for errors of at least 10 percent or 0.1 A., whichever is larger.
Washington	For peanuts, sugar beets, and beans, 22 inches.	0.1 A.						
Wisconsin			Minimum width 72 inches for close-sown crops.				0.1 A. for tobacco.	0.1 A. for tobacco.
Wyoming	20 inches							

Done at Washington, D.C., this 20th day of May 1959.

CLARENCE D. PALMBY,
Acting Administrator,
Commodity Stabilization Service.

[F.R. Doc. 59-4403; Filed, May 26, 1959; 8:45 a.m.]

PART 720—GENERAL POLICY AND INTERPRETATIONS

Expiration of Time Limitations

Basis and purpose. This part is issued pursuant to and in accordance with the acreage allotment and marketing quota provisions of the Agricultural Adjustment Act of 1938, as amended. It contains statements of policy and interpretations applicable generally to all regulations in this chapter.

Section 720.1 herein is issued to clarify the provisions in the regulations in this chapter in which a time is prescribed for the performance of various acts and the expiration of the prescribed time limit falls on a non-workday. It also clarifies the manner of computing a prescribed period of time for taking action after notice is mailed. The interpretations in § 720.1 shall not apply to any act required by statute to be performed by the Secretary of Agriculture on or before a date certain.

§ 720.1 Expiration of time limitations.

Whenever the final date prescribed in any of the regulations in this chapter for the performance of any act falls on a Saturday, Sunday, national holiday, State holiday on which the office of the County or State Agricultural Stabilization and Conservation Committee having primary cognizance of the action required to be taken is closed, or any other day on which the cognizant office is not open for the transaction of business during normal working hours, the time for taking the required action shall be extended to the close of business on the next working day, or in case the action required to be taken may be performed by mailing, the action shall be considered to be taken within the prescribed period if the mailing is postmarked by midnight of such next working day. For example, § 728.855(b) of the wheat marketing quota regulations for 1958 and subsequent years prescribes August 1, 1959, as the final date in Sierra County, California, by which 1959 wheat acreage in excess of the farm acreage allotment must be disposed of in order to comply with the farm wheat acreage allotment. Since the date falls on a Saturday, any producer in such county, under the interpretation contained in this section, may dispose of the excess acreage on or before August 3, 1959, the next working day of the Sierra County ASC office. Similarly if the last day of the 15-day period within which an application for review of a farm marketing quota must be filed with the county ASC offices as provided in § 711.13 of the marketing quota review regulations falls on a non-working day the application for review may be filed in the office by the close of business on the next working day or may be mailed to the office if postmarked by midnight of such next working day. Where the action required to be taken is within a prescribed number of days after the mailing of notice, the

day of mailing shall be excluded in computing such period of time.

(Sec. 375, 52 Stat. 66; 7 U.S.C. 1375. Interprets or applies secs. 301–393, 52 Stat. 38–70, as amended; 7 U.S.C. 1301–1393)

Done at Washington, D.C. this 21st day of May, 1959.

WALTER C. BERGER,
Administrator,
Commodity Stabilization Service.

[F.R. Doc. 59–4445; Filed, May 26, 1959; 8:51 a.m.]

[Amdt. 4]

PART 722—COTTON

Subpart—The Regulations Pertaining to Marketing Quotas for Extra Long Staple Cotton of the 1958 and Succeeding Crops

MISCELLANEOUS AMENDMENTS

Basis and purpose. The purpose of this amendment is to make various minor language changes and is issued pursuant to the Agricultural Adjustment Act of 1938, as amended (52 Stat. 31, as amended; 7 U.S.C. 1281 et seq.).

Since this amendment involves only minor language changes, it is hereby determined and found that compliance with the notice and public procedure requirements and the 30-day effective date requirements of section 4 of the Administrative Procedure Act (60 Stat. 238; 5 U.S.C. 1003) is impracticable and contrary to the public interest and this amendment shall become effective upon filing of this document with the Director, Office of the Federal Register.

The regulations pertaining to marketing quotas for extra long staple cotton of the 1958 and succeeding crops (23 F.R. 3241, 5533, 6590, 9631) are amended as follows:

§ 722.117 [Amendment]

1. Section 722.117(d) is amended to read as follows:

(d) *Preparation and issuance of marketing cards to producers.* A marketing card shall be issued to the operator of the farm for any year if he is eligible to receive it under the foregoing provisions of this section and, if the county committee or the county office manager determines that it will serve a useful purpose, marketing cards for such year shall also be issued to the other eligible producers on the farm. Each marketing card when completed shall be serially numbered and shall show: (1) The State and county code and farm serial number, (2) the name and address of the farm operator, (3) the name, address, and signature of the producer to whom issued, (4) such additional information and data as may be prescribed by the deputy administrator, and (5) either (i) the actual or facsimile signature of the county office manager or a member of the county committee, or (ii) the name of the county office manager as written by an employee of the county office. A facsimile signature may be affixed by the person whose name is being affixed or by an employee of the county office. Where the name of the issuing officer is affixed by an employee of the county office, such employee shall, if required by the person whose name is being affixed, place his initials immediately below the name of the issuing officer on the marketing card. Where the producer designates an agent to use his marketing card, the card shall also show: (*a*) The name and address of the agent authorized to use the marketing card and (*b*) the signatures of the producer and the agent.

§ 722.118 [Amendment]

2. Section 722.118(a) is amended to read as follows:

(a) *Use of marketing certificates.* There shall be issued to a producer upon his request a marketing certificate (Form MQ–91–Cotton (ELS)) to permit the marketing of ELS cotton (1) by any such producer (i) who has an unexpired marketing card for use in identifying the ELS cotton to be marketed or is eligible to receive such a marketing card and who desires to market such cotton by telegraph, telephone, mail, or by other means or method other than directly to and in the presence of the buyer or transferee; (ii) who desires to market ELS cotton which he has on hand from any prior crop, except ELS cotton from a previous crop on which the penalty was incurred and has not been paid; (iii) who desires to market ELS cotton produced by him on a farm with no farm marketing excess but he is not eligible to receive a marketing card under § 722.117(b) because he or another producer on such farm is also an ELS cotton producer on a farm with a farm marketing excess and the penalty has not been paid; or (iv) who desires to market his share of the ELS cotton produced on a farm with no farm marketing excess or on a farm on which the penalty on the farm marketing excess has been paid but he was denied a marketing card by the county committee because it deemed such action necessary to enforce the provisions of the act, and (2) any other producer who has ELS cotton not subject to penalty or on which the penalty has been paid and such producer is not eligible to receive a marketing card or does not have a loan document as prescribed in § 722.124. In instances where the acreage planted to ELS cotton on the farm has not been determined through no fault of the operator, and he, in applying for marketing certificates, certifies that he has ELS cotton produced in that crop year available for marketing and that to the best of his knowledge and belief the acreage planted to ELS cotton on the farm does not exceed the farm allotment, the county committee or the county office manager may issue marketing certificates for his farm in a total amount not exceeding the product of the farm allotment for that crop year multiplied by the smaller of the county normal yield per acre for that crop year or the estimated actual yield per acre for such crop year on the farm. Also, certificates shall be issued in any case where a person has loose ELS cotton such as field scrap ELS cotton, sample trimmings, floor sweepings, and ELS cotton picked up from the roadside, provided that such person establishes to the satisfaction of the county committee that such cotton was acquired through normal off-farm handling or trade customs, was field scrap ELS cotton, was waste ELS cotton picked up from the roadside or similar location, or was acquired in some other similar manner.

§ 722.119 [Amendment]

3. Section 722.119(b) is amended to read as follows:

(b) *Investigation and findings by county office manager and county committee.* If the county office manager finds that an unexpired marketing card or certificate issued to a producer has been lost, destroyed, or stolen, he shall investigate to determine whether there has been any collusion or connivance on the part of the producer to or for whom the marketing card or certificate was issued to fraudulently obtain a second marketing card or certificate. If investigation discloses no evidence of collusion or connivance, a replacement marketing card or certificate may be issued to the producer by the county office manager and a notice in writing cancelling the lost, destroyed, or stolen marketing card or certificate shall be signed by the county office manager and mailed to the last known address of such producer. Where circumstances appear to warrant investigation by the county committee before a replacement marketing card or certificate is issued, the case should be referred to the county committee for a determination as to the action to be taken. Each marketing card or certificate issued under this section shall bear across its face in bold letters the word "Duplicate". In case the lost, destroyed, or stolen marketing card or certificate is not recovered promptly, the county office manager shall notify the ginner-buyers, buyers, and Commodity Credit Corporation loan clerks in the county or in the immediate market area that the marketing card or certificate has been canceled and that a duplicate has been issued. A report of the findings and action of the county office manager and of any action by the county committee shall be kept among the county office records. Any person coming into possession or control of a marketing card or certificate which has been canceled shall immediately return it to the county office which issued it.

4. Section 722.120 is amended to read as follows:

§ 722.120 Cancellation of marketing cards and marketing certificates.

(a) *Cancellation of marketing cards and marketing certificates issued in error.* In the event any marketing card or marketing certificate was erroneously issued, the producer to whom it was issued shall be requested to return it to the county office and upon its being returned it shall be cancelled by the county office manager by endorsing thereon in bold letters the word "Cancelled". Without awaiting its return, the county office manager shall notify the producer in writing at his last known address that it is void and of no effect. The county

office manager shall notify the ginner-buyers, buyers, and Commodity Credit Corporation loan clerks in the county, or in the immediate market area that the marketing card or certificate has been cancelled. A copy of the notice, containing a notation thereon of the date of mailing, shall be kept among the records of the county office.

(b) *Cancellation of marketing cards which may be misused.* In the event the county committee determines that a marketing card has been, or will be, misused such marketing card shall be cancelled and the producer to whom it was issued shall be so notified and requested to return it to the county office. Without awaiting its return, the county office manager shall notify the ginner-buyers, buyers, and Commodity Credit Corporation loan clerks in the county, or in the immediate market area that the marketing card has been cancelled. A copy of the notice of cancellation, containing a notation thereon of the date of mailing, shall be kept among the records of the county office. Any producer whose marketing card is cancelled under this provision shall, upon his request, be issued marketing certificates in accordance with § 722.118(a).

§ 722.136 [Amendment]

5. Section 722.136(c) is amended to read as follows:

(c) *Request for reports.* Each ginner, upon written request of the State committee, State administrative officer, or county committee, shall make a report showing the information provided for in this section, or any part thereof as specified in the request, with respect to ELS cotton ginned for the person or persons specified in the request or for the period of time specified in the request. This report shall be filed not later than the date designated by the State committee, State administrative officer, or county committee in the written request for such report.

§ 722.137 [Amendment]

6. Section 722.137(g) is amended to read as follows:

(g) *Buyer's record and report.* In the event the county committee, the State committee, or State administrative officer has reason to believe that any buyer failed or refused to collect or to remit the penalty required to be collected by him for any ELS cotton which he purchased, or otherwise in any manner failed or refused to comply with §§ 722.101 to 722.152, the buyer shall, within fifteen days after a written request therefor by either the county committee, State committee, or State administrative officer is sent to him by certified mail at his last known address, make a report verified as true and correct on Form MQ-100-Cotton (ELS) to the designated county committee treasurer with respect to ELS cotton purchased or acquired by him from the person or persons specified in the request or purchased or acquired by him during the period of time specified in the request. Such report shall include the following information for each bale of ELS cotton, and each lot of ELS cotton less than a bale, purchased by such buyer: (1) The name and address of the producer from whom the ELS cotton was purchased; (2) the date on which the ELS cotton was purchased; (3) the original gin bale number, or if there is no gin bale number, the gin bale mark or other information showing the origin or source of the ELS cotton and, in the case of ELS cotton purchased in the seed, the number of pounds of ELS seed cotton and the known or estimated amount of lint in such ELS seed cotton; (4) the net weight of each bale of ELS cotton, and of each lot of ELS lint cotton less than a bale, purchased from the producers; (5) the amount of penalty required to be collected under §§ 722.101 to 722.152 and the amount of any penalty collected in connection with the ELS cotton purchased from the producer; and (6) the serial number of the marketing card or marketing certificate or a brief description of the loan document by which the ELS cotton was identified when marketed (if the ELS cotton was identified by a loan document when marketed, enter the loan number and the crop year or the form number of the CCC loan document and the date of the loan).

§ 722.146 [Amendment]

7. Section 722.146(a) is amended to read as follows:

(a) *Erroneous notice of ELS cotton allotment.* In any case where through error the producer is officially notified in writing of a farm allotment larger than the final approved farm allotment and it is found by the county committee that such producer, acting solely on the information contained in the erroneous notice, planted an acreage to ELS cotton in excess of the final approved farm allotment, the producer will not be considered to have exceeded the farm allotment unless he planted an acreage in excess of the allotment shown on the erroneous notice. Before a producer can be said to have relied upon the erroneous notice the circumstances must have been such that the producer had no cause to believe that the allotment notice was in error. To determine this fact, the date of any corrected notice in relation to the time of planting; the size of the farm; the amount of ELS cotton customarily planted; and all other pertinent facts should be taken into consideration. The determination by the county committee under this section shall be subject to the approval of the State committee or the State administrative officer. The acreage planted to ELS cotton on the farm in excess of the final approved allotment shall be considered as excess acreage for purposes of § 722.147.

(Sec. 375, 52 Stat. 66, as amended; 7 U.S.C. 1375. Interpret or apply sec. 347, 63 Stat. 675, as amended; 7 U.S.C. 1347)

Issued at Washington, D.C., this 21st day of May 1959.

WALTER C. BERGER,
Administrator,
Commodity Stabilization Service.

[F.R. Doc. 59-4444; Filed, May 26, 1959; 8:51 a.m.]

Title 6—AGRICULTURAL CREDIT

Chapter IV—Commodity Stabilization Service and Commodity Credit Corporation, Department of Agriculture

SUBCHAPTER B—LOANS, PURCHASES AND OTHER OPERATIONS

[C.C.C. Grain Price Support Bulletin 1, 1959, Supp. 2, Barley]

PART 421—GRAINS AND RELATED COMMODITIES

Subpart—1959 Crop Barley Loan and Purchase Agreement Program

SUPPORT RATES

Correction

In F.R. Document 59-4206, appearing in the issue for Tuesday, May 19, 1959, at page 4017, under "Wisconsin," the rate per bushel for "Fond du Lac" should read "$0.82" instead of "$0.76".

Title 10—ATOMIC ENERGY

Chapter I—Atomic Energy Commission

PART 60—DOMESTIC URANIUM PROGRAM

Applications for Certification and Bonus Payment

Correction

In F.R. Doc. 59-4092, appearing at page 3955 of the issue for Friday, May 15, 1959, item 1 should read:

1. Section 60.6(i), *Application for certification*, is amended by adding the following sentence at the end thereof: "Applications for certification of mining properties as eligible to receive initial production bonus payments must be received by the Grand Junction Operations Office, U.S. Atomic Energy Commission, Grand Junction, Colorado on or before April 18, 1960."

Title 16—COMMERCIAL PRACTICES

Chapter I—Federal Trade Commission

[Docket 7340]

PART 13—DIGEST OF CEASE AND DESIST ORDERS

Adam, Meldrum & Anderson Co., Inc.

Subpart—*Advertising falsely or misleadingly:* § 13.155 *Prices:* Exaggerated as regular and customary; percentage savings. Subpart—*Invoicing products falsely:* § 13.1108 *Invoicing products falsely:* Fur Products Labeling Act. Subpart—*Misbranding or mislabeling:* § 13.1212 *Formal regulatory and statutory requirements:* Fur Products Labeling Act. Subpart—*Neglecting, unfairly or deceptively, to make material disclosure:* § 13.1845 *Composition:* Fur Products Labeling Act; § 13.1852 *Formal*

regulatory and statutory requirements: Fur Products Labeling Act; § 13.1865 *Manufacture or preparation:* Fur Products Labeling Act; § 13.1886 *Quality, grade or type of product;* § 13.1900 *Source or origin:* Fur Products Labeling Act: *Place.*

(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, Adam, Meldrum & Anderson Company, Inc., Buffalo, N.Y., Docket 7340, April 23, 1959]

This proceeding was heard by a hearing examiner on the complaint of the Commission charging a Buffalo, N.Y., furrier with violating the Fur Products Labeling Act by failing to set forth in invoices the terms "Persian Lamb", "Dyed Mouton-processed Lamb", and "dyed Broadtail-processed Lamb", and failing in other respects to comply with labeling and invoicing requirements; and by newspaper advertising which failed to disclose the names of animals producing certain furs or the country of origin, the fact that some fur products contained artificially colored or cheap or waste fur; which named other animals than those producing the fur in some products; and which represented prices as reduced from regular prices which were in fact fictitious or as reduced by certain percentages when such was not true.

Following acceptance of an agreement for a consent order, the hearing examiner made his initial decision and order to cease and desist which became on April 23 the decision of the Commission.

The order to cease and desist is as follows:

It is ordered, That respondent Adam, Meldrum & Anderson Company, Inc., a corporation, and its officers, and respondent's representatives, agents and employees, directly or through any corporate or other device, in connection with the introduction into commerce, or the sale, advertising or 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. Misbranding fur products by:

A. Failing to affix labels to fur products showing:

(1) The name or names of the animal or animals producing the fur or furs contained in the fur product as set forth in the Fur Products Name Guide and as prescribed under the rules and regulations;

(2) That the fur product contains or is composed of used fur, when such is the fact;

(3) That the fur product contains or is composed of bleached, dyed or otherwise artificially colored fur, when such is the fact;

(4) That the fur product is composed in whole or in substantial part of paws, tails, bellies, or waste fur, when such is the fact;

(5) The name, or other identification issued and registered by the Commission, of one or more persons who manufactured such fur product for introduction into commerce, introduced it into commerce, sold it in commerce, advertised or offered it for sale, in commerce, or transported or distributed it in commerce;

(6) The name of the country of origin of any imported furs contained in a fur product;

(7) The item number or mark assigned to a fur product.

B. Setting forth on labels affixed to fur products:

(1) Information required under section 4(2) of the Fur Products Labeling Act and the rules and regulations promulgated thereunder in abbreviated form;

(2) Information required under section 4(2) of the Fur Products Labeling Act and the rules and regulations thereunder, mingled with non-required information.

(3) Information required under section 4(2) of the Fur Products Labeling Act and the rules and regulations promulgated thereunder in handwriting.

C. Failing to set forth the information required under section 4(2) of the Fur Products Labeling Act and the rules and regulations promulgated thereunder in the required sequence.

2. Falsely or deceptively invoicing fur products by:

A. Failing to furnish invoices to purchasers of fur products showing:

(1) The name or names of the animal or animals producing the fur or furs contained in the fur products as set forth in the Fur Products Name Guide and as prescribed under the rules and regulations;

(2) That the fur product contains or is composed of used fur, when such is the fact;

(3) That the fur product contains or is composed of bleached, dyed or otherwise artificially colored fur, when such is the fact;

(4) That the fur product is composed in whole or in substantial part of paws, tails, bellies, or waste fur, when such is the fact;

(5) The name and address of the person issuing such invoice;

(6) The name of the country of origin of any imported furs contained in a fur product;

(7) The item number or mark assigned to a fur product.

B. Falsely or deceptively or otherwise identifying fur products as to the name or names of the animal or animals that produced the fur from which such products were manufactured.

C. Setting forth information required under section 5(b)(1) of the Fur Products Labeling Act and the rules and regulations promulgated thereunder in abbreviated form.

D. Failing to set forth the term "Persian Lamb" in the manner required by law.

E. Failing to set forth the term "Dyed Mouton-processed Lamb" in the manner required by law.

F. Failing to set forth the term "Dyed Broadtail-processed Lamb" in the manner required by law.

3. 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. Fails to disclose:

(1) The name or names of the animal or animals producing the fur or furs contained in the fur product, as set forth in the Fur Products Name Guide and as prescribed under the rules and regulations;

(2) That the fur product contains or is composed of bleached, dyed or otherwise artificially colored fur, when such is the fact;

(3) That the fur product is composed in whole or in substantial part of paws, tails, bellies, or waste fur, when such is the fact;

(4) The name of the country of origin of any imported furs contained in a fur product.

B. Sets forth the name or names of any animal or animals other than the name or names specified in section 5(a)(1) of the Fur Products Labeling Act.

C. Fails to set forth the term "Dyed Mouton-processed Lamb" in the manner required by law.

D. Fails to set forth the term "Dyed Broadtail-processed Lamb" in the manner required by law.

E. Fails to disclose that fur products are composed in whole or in substantial part of flanks, when such is the fact.

F. Represents, directly or by implication, that the regular or usual price of any fur product is any amount which is in excess of the price at which respondent has usually and customarily sold such products in the recent regular course of business.

G. Represents, directly or by implication, through percentage savings claims that the regular or usual retail prices charged by respondent for fur products in the recent regular course of business were reduced in direct proportion to the amount of savings stated, when contrary to fact.

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: April 23, 1959.

By the Commission.

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

[F.R. Doc. 59-4411; Filed, May 26, 1959; 8:46 a.m.]

Title 32—NATIONAL DEFENSE

Chapter VII—Department of the Air Force

SUBCHAPTER J—AIR FORCE PROCUREMENT INSTRUCTIONS

PART 1007—CONTRACT CLAUSES

Miscellaneous Amendments

Subpart A—Clauses for Bilateral Fixed-Price Supply Contracts

1. Sections 1007.100 and 1007.102 are added as follows:

§ 1007.100 Scope of subpart.

This subpart sets forth clauses for use in bilateral fixed-price supply contracts entered into either by formal advertising or by negotiation.

§ 1007.102 Applicability.

This subpart does not apply to contracts exclusively for the procurement of repair or other services.

2. Section 1007.103–2 is deleted and the following substituted therefor:

§ 1007.103–2 Changes.

If considered desirable by the contracting officer, the period of 30 days within which any claim for adjustment must be asserted may be increased to 60 days.

§ 1007.103–14 [Deletion]

3. Section 1007.103–14 is deleted.

4. Section 1007.103–15 is added as follows:

§ 1007.103–15 Soviet-controlled areas.

See § 7.103–15 of this title.

5. Section 1007.103–16 is revised as follows:

§ 1007.103–16 Eight-hour law of 1912; overtime compensation.

See § 12.303–1 of this title.

6. Section 1007.103–21 is revised as follows:

§ 1007.103–21 Termination for convenience of the Government.

See §§ 8.701 and 8.705 of this title.

7. Sections 1007.104–3 and 1007.104–4 are added as follows:

§ 1007.104–3 Buy American Act.

See § 7.104–3 of this title.

§ 1007.104–4 Notice to the Government of labor disputes.

See § 7.104–4 of this title.

8. Section 1007.104–13 is deleted and the following substituted therefor:

§ 1007.104–13 Preference for certain domestic commodities.

See § 7.104–13 of this title.

9. Sections 1007.104–15 and 1007.104–17 are revised as follows:

§ 1007.104–15 Examination of records.

See § 7.104–15 of this title.

§ 1007.104–17 Convict labor.

See § 12.203 of this title.

10. Sections 1007.104–20 and 1007.104–21 are added as follows:

§ 1007.104–20 Utilization of concerns in labor surplus areas.

See § 7.104–20 of this title.

§ 1007.104–21 Limitation on withholding of payments.

See § 7.104–21 of this title.

11. Section 1007.104–55 is revised as follows:

§ 1007.104–55 Approval of overtime and extra shifts.

According to the requirements of § 1012.102–3(c) of this chapter, insert the applicable clause or clauses set forth therein.

§§ 1007.104–59, 1007.105–3 [Deletion]

12. Sections 1007.104–59 and 1007.105–3 are deleted.

13. Section 1007.107 is added as follows:

§ 1007.107 Price escalation clause (labor and material).

See § 7.107 of this title.

Subpart B—Clauses for Cost-Reimbursement Type Supply Contracts

1. Section 1007.203–4 is deleted and the following substituted therefor:

§ 1007.203–4 Allowable cost, fee and payment.

(a) See § 7.203–4(a) of this title.

(b) The alternate third sentence of paragraph (c)(1) prescribed by § 7.203–4(c)(3) of this title will be used when appropriate to the procurement involved, such as when the contract calls for more than one principal type of end item.

§ 1007.203–14 [Deletion]

2. Section 1007.203–14 is deleted.

3. Section 1007.203–16 is deleted and the following substituted therefor:

§ 1007.203–16 Eight-hour law of 1912; overtime compensation.

See § 12.303–1 of this title.

4. Sections 1007.203–26, 1007.204–3 and 1007.204–4 are added as follows:

§ 1007.203–26 Utilization of concerns in labor surplus areas.

See § 7.203–26 of this title.

§ 1007.204–3 Buy American Act.

See § 7.204–3 of this title.

§ 1007.204–4 Notice to the Government of labor disputes.

See § 7.204–4 of this title.

§§ 1007.204–9, 1007.204–13 [Amendment]

5. The titles of §§ 1007.204–9 and 1007.204–13 are changed as follows: *"Rights in data"* and *"Preference for certain domestic commodities."*

6. Section 1007.204–18 is added as follows:

§ 1007.204–18 Limitation on withholding of payments.

See § 7.204–18 of this title.

§ 1007.205–3 [Deletion]

7. Section 1007.205–3 is deleted.

Subpart C—Clauses for Fixed-Price Research and Development Contracts

§ 1007.303–13 [Deletion]

1. Section 1007.303–13 is deleted.

§ 1007.303–25 [Amendment]

2. The title of § 1007.303–25 is changed as follows: *"Rights in data."*

3. Sections 1007.304–4 and 1007.304–15 are added as follows:

§ 1007.304–4 Buy American Act.

According to the requirements of § 6.104–5 of this title, insert the clause set forth in that section.

§ 1007.304–15 Soviet-controlled areas.

According to the requirements of § 6.403 of this title, insert the clause set forth in that section.

Subpart D—Clauses for Cost-Reimbursement-Type Research and Development Contracts

§ 1007.403–14 [Deletion]

1. Section 1007.403–14 is deleted.

§ 1007.403–25 [Amendment]

2. The title of § 1007.403–25 is changed as follows: *"Rights in data."*

3. Section 1007.403–27 is added as follows:

§ 1007.403–27 Approval of overtime and extra shifts.

According to the requirements of § 1012.102–3(c) of this chapter, insert the appropriate clause or clauses set forth therein and designate it as an additional paragraph to § 7.203–4 of this title, unless the contract is with a nonprofit institution or organization receiving no fee.

4. Sections 1007.404–1 and 1007.404–6 are added as follows:

§ 1007.404–1 Buy American Act.

According to the requirements of § 6.104–5 of this title, insert the clause set forth in that section.

§ 1007.404–6 Approval of overtime and extra shifts.

According to the requirements of § 1012.102–3(c) of this chapter, insert the applicable clause or clauses set forth therein.

5. Section 1007.404–15 is deleted and the following substituted therefor:

§ 1007.404–15 Limitation of cost.

Insert the clause set forth in § 7.203–3 of this title. When allotment, at the time contract is entered into, of less than the total amount of the estimated cost plus any fixed fee is considered to be in the best interest of the Air Force, the clause set forth in § 1007.4054(b) may be used in addition to the clause set forth in § 7.203–3 of this title, if the conditions for use set forth in § 1053.316 of this chapter are met.

6. Section 1007.404–18 is added as follows:

§ 1007.404–18 Soviet-controlled areas.

According to the requirements of § 6.403 of this title, insert the clause set forth in that section.

Subpart U—Clauses for Fixed-Price Nonpersonal Service Contracts

1. Section 1007.2103–19 is added as follows:

§ 1007.2103–19 Notice to the Government of labor disputes.

Insert the clause set forth in § 7.104–4 of this title.

2. Section 1007.2103–20 is deleted and the following substituted therefor:

§ 1007.2103–20 Examination of records.

When the contract results from negotiation, insert the clause set forth in § 7.104–15 of this title. Contracts resulting from advertising will not contain this clause.

3. Section 1007.2104–2 is added as follows:

§ 1007.2104–2 Utilization of concerns in surplus labor areas.

According to the requirement of § 7.104–20 of this title insert the clause set forth therein.

§ 1007.2104–8 [Amendment]

4. The title of § 1007.2104–8 is changed as follows: *"Rights in data."*

5. Section 1007.2104–16 is added as follows:

§ 1007.2104–16 Soviet-controlled areas.

According to the requirements of § 6.403 of this title, insert the clause set forth in that section.

§ 1007.2105–2 [Deletion]

6. Section 1007.2105–2 is deleted.

Subpart V—Clauses for Technical Services Contracts

§ 1007.2204–4 [Amendment]

The title of § 1007.2204–4 is changed as follows: *"Rights in data."*

Subpart W—Clauses for Time and Materials Contracts

1. Section 1007.2303–4 is amended as follows:

§ 1007.2303–4 Payments.

Insert the following clause when the work to be performed is of a simple nature and the amount involved is less than $25,000. (In all other Time and Material contracts insert the clause set forth in § 1007.4703–4.)

§ 1007.2303–9 [Deletion]

2. Section 1007.2303–9 is deleted.

3. Section 1007.2303–21 is deleted and the following substituted therefor:

§ 1007.2303–21 Government property.

Insert the clause set forth in § 13.503 of this title, substituting the word "price" for "estimated cost, fixed fee" in paragraph (a) and deleting the words "in whole or in the percentage prevailing by reason of the clause of the contract entitled 'Allowable Cost, Fixed Fee and Payment,'" in paragraph (b)(iii). Whenever any maintenance contract is initiated, awarded and administered at base level as distinguished from depot or AMC air materiel area, the last sentence of paragraph (c) of § 13.503 of this title will be deleted.

Subpart X—Clauses, Schedule Provisions, and Exhibits for Instruction of Military Personnel at Civilian Schools, Colleges, and Universities

1. Section 1007.2407–2 is revised as follows:

§ 1007.2407–2 Exhibit for approving courses and allotment of funds.

The following exhibit will be used for approving courses of instruction and allotment of funds:

PART III OF EXHIBIT

(Date)

Exhibit No. ------ to
Contract No. --------

To:

The enrollment or continuation of the students in the courses of instruction enumerated above is approved.

The supplies or services to be obtained by this Exhibit are for the purposes set forth in, and are chargeable to, allotments, below enumerated, the available balances of which are sufficient to cover the cost hereof.

(Contracting Officer)

Date: ---

PART IV OF EXHIBIT

Administrative Data

Purchase Request No. ------
Price ---

Accounting and Appropriation Data

Subpart Y—Clauses and Arrangements for Letter Contracts

§ 1007.2503–3 [Amendment]

1. In § 1007.2503–3, delete the words "Affix Corporate Seal."

2. Section 1007.2504–3(a) is revised, and paragraph (b) is added as follows:

§ 1007.2504–3 Contract clauses for incorporation by reference.

(a) The provisions * * * in full:

Sections 7.103–1 (Definitions); 7.103–2 (Changes); 7.103–3 (Extras); 7.103–4 (Variation in Quantity); 7.103–5 (Inspection); 7.103–6 (Responsibility for Supplies); 7.103–8 (Assignment of Claims); 7.103–9 (Additional Bond Security); 11.401 (Federal, State and Local Taxes); 7.103–12 (Disputes); 7.103–13 (Renegotiation); 7.104–3 (Buy American Act); 12.303–1 (Eight-Hour Law of 1912); 12.604 (Walsh-Healey Public Contracts Act); 12.802 (Nondiscrimination in Employment); 7.103–19 (Officials Not To Benefit); 7.103–20 (Convenant Against Contingent Fees); 7.104–10 (Aircraft in the Open); 7.104–12 (Military Security Requirements); 7.104–14 (Utilization of Small Business Concerns); 7.104–15 (Examination of Records); 7.104–16 (Gratuities); 7.104–18 (Priorities, Allocations and Allotments); 12.203 (Convict Labor); 9.104 (Notice and Assistance Regarding Patent Infringement); 9.110 (Reporting of Royalties); 9.106 (Filing of Patent Applications); 9.102–1 (Authorization and Consent); 9.107–1 (Patent Rights); 9.203–1 (Rights in Data—Unlimited); 13.502 (Government-Furnished Property); 6.403 (Soviet-Controlled Areas); and 7.103–11 (Defaults).

(b) Reference in any of the clauses enumerated in paragraph (a) of this section to contract prices or adjustments in contract prices and delivery schedules to the extent such are not specifically included in this Letter Contract, shall be inapplicable, except that any adjustments in amounts finally payable to the Contractor, or in time of performance required by such clauses, shall be made either at the time of settlement of Contractor's termination claims or shall be taken into account at the time of execution of the definitive contract contemplated herein.

3. Section 1007.2504–4 is deleted and the following substituted therefor:

§ 1007.2504–4 Provision for definitizing contract.

By the Contractor's acceptance hereof, it undertakes, without delay, to enter into negotiations with the Department of the Air Force looking to the execution of a definitive contract which will include the clauses enumerated above and such other clauses as may be mutually agreeable. The definitive contract will also contain a detailed delivery schedule and prices, terms and conditions as agreed to by the parties which may or may not be at variance with the provisions of this order. It is expected that such definitive contract will be executed prior to ---------- and will be a fixed-price-type contract.

4. Section 1007.2504–6(a) is deleted and the following substituted therefor:

§ 1007.2504–6 Termination.

TERMINATION

(a) In case a definitive contract is not executed by the date specified in the clause hereof entitled "Provision for Definitizing Contract," because of the inability of the parties to agree upon a definitive contract, this order may be terminated in its entirety by either party by delivering to the other party a notice in writing specifying the effective date of termination, which date shall not be earlier than thirty (30) days after receipt of such notice. The rights and remedies of the parties hereto provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

5. Section 1007.2504–10 is added as follows:

§ 1007.2504–10 Approval of overtime and extra shifts.

According to the requirements of § 1012.102–3(c) of this chapter, insert the applicable clause or clauses set forth therein.

6. Section 1007.2505–3 is revised as follows:

§ 1007.2505–3 Contract clauses incorporated by reference.

The provisions * * * in full:

Sections 7.103–1 (Definitions); 7.203–2 (Changes); 7.203–5 (Inspection of Supplies and Correction of Defects); 7.103–8 (Assignment of Claims); 7.103–13 (Renegotiation); 7.203–7 (Records); 7.203–8 (Subcontracts); 7.104–14 (Utilization of Small Business Concerns); 7.103–12 (Disputes); 7.104–3 (Buy American Act); 12.203 (Convict Labor); 12.303–1 (Eight-Hour Law of 1912); 12.604 (Walsh-Healey Public Contracts Act); 12.802 (Nondiscrimination in Employment); 7.103–19 (Officials Not To Benefit); 7.103–20 (Covenant Against Contingent Fees); 13.503 (Gov-

ernment Property); 7.203–22 (Insurance Liability to Third Persons); 7.104–12 as modified by 7.204–12 (Military Security Requirements); 7.104–16 (Gratuities); 7.104–18 (Priorities, Allocations and Allotments); 9.104 (Notice and Assistance Regarding Patent Infringement); 9.106 (Filing of Patent Applications); 9.110 (Reporting of Royalties); 9.102–1 (Authorization and Consent); 9.107–1 (Patent Rights); 9.203–1 (Rights in Data—Unlimited); 6.403 (Soviet-Controlled Areas).

(b) Reference in any of the clauses enumerated above to contract costs or adjustments in fixed fee, if any, and delivery schedules to the extent such are not specifically included in this Letter Contract, shall be inapplicable, except that any adjustments in amounts finally payable to the Contractor, or in time of performance required by such clauses, shall be made either at the time of settlement of Contractor's termination claims or shall be taken into account at the time of execution of the definitive contract contemplated herein.

7. Sections 1007.2405–4 and 1007.2505–6 are deleted and the following substituted therefor:

§ 1007.2505–4 Provision for definitizing contract.

* * * * *

By the Contractor's acceptance hereof, it undertakes, without delay, to enter negotiations with the Department of the Air Force looking to the execution of a definitive contract which will include the clauses enumerated above and such other clauses as may be mutually agreeable. The definitive contract will also contain a detailed delivery schedule, estimated cost, fixed fee, if any, terms and conditions as agreed to by the parties which may or may not be at variance with the provisions of this order. It is expected that such definitive contract will be executed prior to ----------, and will be a cost-reimbursement-type contract.

§ 1007.2505–6 Termination.

Insert the clause set forth in § 1007.2504–6 of this chapter, but delete paragraph (b) and substitute the following:

(b) The performance of work under the contract may be terminated by the Government in accordance with this clause in whole, or from time to time in part, (1) whenever the Contractor shall default in performance of this contract in accordance with its terms (including in the term "default" any such failure by the Contractor to make progress in the prosecution of the work hereunder as endangers such performance), and shall fail to cure such default within a period of ten days (or such longer period as the Contracting Officer may allow) after receipt from the Contracting Officer of a notice specifying the default, or (2) whenever for any reason the Contracting Officer, shall determine that such termination is in the best interest of the Government. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying whether termination is for the default of the Contractor or for the convenience of the Government, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. If, after notice of termination of this contract for default under (1) above, it is determined that the Contractor's failure to perform or to make progress in performance is due to causes beyond the control and without the fault or negligence of the Contractor pursuant to the provisions of the referenced clause of this contract relating to excusable delays, the Notice of Termination shall be deemed to have been issued under (2) above, and the rights and obligations of the parties hereto shall in such event be governed accordingly.

Also substitute the following sentences for the second and third sentences of paragraph (e):

In the event of any termination pursuant to paragraph (a) or (b)(1) hereof, such amount or amounts shall not include any allowance for profit or fee. In the event of any termination pursuant to paragraph (b)(2) hereof, such amount or amounts may include a reasonable allowance for profit or fee, but only on work actually done in connection with the terminated portion of this order.

8. Section 1007.2505–9 is added as follows:

§ 1007.2505–9 Approval of overtime and extra shifts.

According to the requirements of § 1012.102–3(c) of this chapter, insert the applicable clause or clauses set forth therein.

9. Section 1007.2506–3(a) is revised as follows:

§ 1007.2506–3 Contract clauses incorporated by reference.

The provisions * * * set forth in full:

(a) ASPR section: 7.103–1 (Definitions); 7.103–8 (Assignment of Claims); 7.203–7 (Records); 7.103–13 (Renegotiation); 7.104–14 (Utilization of Small Business Concerns); 7.103–12 (Disputes); 7.104–3 (Buy American Act); 7.104–18 (Priorities, Allocations and Allotments); 12.203 (Convict Labor); 12.303–1 (Eight-Hour Law of 1912); 12.604 (Walsh-Healey Public Contracts Act); 12.802 (Nondiscrimination in Employment); 7.103–19 (Officials Not To Benefit); 7.103–20 (Covenant Against Contingent Fees); 7.104–16 (Gratuities); 9.104 (Notice and Assistance Regarding Patent Infringement); 9.110 (Reporting of Royalties); 9.102–1 (Authorization and Consent); 7.104–4 (Notice to the Government of Labor Disputes); and 6.403 (Soviet-Controlled Areas).

* * * * *

10. Section 1007.2506–4 is deleted and the following substituted therefor:

§ 1007.2506–4 Provision for definitizing contract.

By acceptance hereof the Contractor undertakes, without delay, to enter into negotiations with the United States Air Force looking to the execution of a definitive contract which will include the clauses enumerated above and such other clauses as may be mutually agreeable. The definitive contract will also contain terms and conditions as agreed to by the parties which may or may not be at variance with the provisions of this letter contract. It is expected that such definitive contract will be executed prior to ----------

Subpart Z—Clauses for Open Contracts for Equipment

§ 1007.2603–12 [Deletion]

1. Section 1007.2603–12 is deleted.

2. Section 1007.2603–35 is deleted and the following substituted therefor:

§ 1007.2603–35 Additional tax provision.

ADDITIONAL TAX PROVISION

The term "tax inclusive date" under the clause hereof entitled "Federal, State and Local Taxes" shall also be deemed to refer to the date of approval of the respective Exhibits or Spare Parts Change Requests submitted pursuant to this contract.

§ 1007.2604–8 [Amendment]

3. The title of § 1007.2604–8 is changed as follows: *"Rights in data."*

4. Section 1007.2604–11 is added as follows:

§ 1007.2604–11 Soviet-controlled areas.

According to the requirements of § 6.403 of this title, insert the clause set forth in that section.

Subpart AA—Clauses for Facilities Contracts

1. In § 1007.2703–2, paragraphs (a)(1) and (c) of the Facilities Clause are revised as follows:

§ 1007.2703–2 Facilities.

* * * * *

FACILITIES

(a) *Facilities to be provided.* (1) The Contractor shall, subject to the terms and conditions of this contract, promptly perform the work specified in the Schedule. The Contractor shall give the Contracting Officer notice in writing of the date on which any work for the design, fabrication, purchase, construction or other acquisition or the repair or rehabilitation of any item of industrial facilities is to commence or subcontract for such work is to be placed. Such notice shall be given at least thirty (30) days, or such longer period as possible, prior to commencement of such work or the placement of such subcontract. The Contracting Officer may, in writing, waive such notice or agree to a different period of notice as to any individual subcontract, or item or items of facilities work.

* * * * *

(c) *Property control records.* The Contractor shall maintain adequate property control records, a system of physical inventory, and a system of identification of the facilities provided hereunder in accordance with the provisions of the "Manual for Control of Government Property in the Possession of Contractors" (ASPR Appendix "B") in effect on the date of this contract. As regards stock listed items, the Contractor shall also carry out a written program approved by the Contracting Officer for the support of Air Force industrial equipment central inventory control procedures including the following actions: (i) the keeping of historical records of the condition and maintenance of stock listed items, and (ii) the preparation and maintenance of the Central Inventory Control Reports approved by the Bureau of the Budget. In formulating the foregoing program the Contractor shall use as a guide AMCM 78–1, "Control Procedures for the Industrial Equipment Production Support Inventory," and AMCM 69–1, (Part 6, Storage). Necessary changes to such program as required by changes in Air Force procedures may be negotiated with the Contractor from time to time.

* * * * *

§ 1007.2703–5 [Deletion]

2. Section 1007.2703–5 is deleted.

3. Section 1007.2703–12(a) is revised as follows:

§ 1007.2703–12 Use and charges.

* * * * *

(a) Insert the following clause when no charge use of the facilities is contemplated and it is also desirable to incorporate provisions for a charge (rental) use. See § 1013.407 of this chapter for

right of contractor to use facilities and § 13.601–2 of this title for minimum rental charges.

USES AND CHARGES

(a) The Government facilities provided hereunder may be used only as provided in (b) and (c) hereof. Work authorized under (b) below will be on a no-charge basis. Work under (c) will be on a charge basis. No work shall be performed with such Government facilities which would interfere materially with the performance of Government contracts or subcontracts, and priority shall be given with due regard to existing commitments to Air Force contracts and subcontracts.

(b) The Contractor may use the Government facilities provided hereunder on a no-charge basis in the performance of Air Force prime and subcontracts held by the Contractor which specifically authorize such no-charge use and which subcontracts have also been manually approved by the Administrative Contracting Officer of the Air Force prime procurement contract. In addition, upon request of another Government agency or department for no-charge use of the Government facilities provided hereunder on designated prime or subcontracts of such agency or department, the Contracting Officer may authorize such use.

(c) The Contracting Officer may authorize the use of all or a part of the Government facilities provided hereunder on a charge basis for work other than on the contracts and subcontracts covered in (b) above. However, prior to the authorization of such use, the Contractor and the Contracting Officer shall agree in writing to the method of determining the amount of rentals to be paid in accordance with the following:

(1) The rental for the Government facilities provided to the Contractor under this contract shall be at the rates set forth in Exhibit "A".

(2) Such rates shall be applied to the acquisition cost of the facilities. Acquisition cost shall be the total cost of the facility item to the Government (including cost of transportation and installation thereof in place, if such cost is borne or reimbursed directly by the Government) as determined by the Contracting Officer.

(3) During the time that use on a rental basis is authorized, the rental charge shall be computed for rental periods of not less than one month, nor more than six months, as agreed to in advance by the Contracting Officer and the Contractor. The full charge for such rental period, determined by applying the applicable rates to the acquisition cost of the Government facilities, as provided in subparagraphs (1) and (2) above, shall be reduced by a credit for the amount of such rental which would be properly allocable to Government contracts and subcontracts on which the use of the facilities without charge is authorized. Such credit shall be computed by multiplying the full rental for the rental period by a fraction whose numerator is the amount of use during such period of the Government facilities by the Contractor on a no-charge basis, and whose denominator is the total amount of the use during such period of the Government facilities by the Contractor both on a rental and no-charge basis.

(4) The method of determining the amount of use of the Government facilities by the Contractor on a rental and a no-charge basis, for the purpose of allocating rental credit as provided above, shall be agreed to in writing in advance by the Contracting Office and Contractor.

(d) A detailed written statement of the use made of the Government facilities by the Contractor for the purpose of computing rental as provided above, shall be submitted by the Contractor to the Contracting Officer within 90 days after the close of each such period. The detailed statement shall be supported by such records and data as are determined by the Contracting Officer to be necessary to insure the accurate computation of rental due. Upon submission of such statement, and supporting records and data as required, the Contracting Officer shall determine the proper charge for the use made of the facilities in accordance with the above provisions.

(e) If the Contractor fails to submit the statement, and supporting records and data required, within the time provided therefor, the Contractor shall, subject to paragraph (f) below, be liable for the full rental for such period.

(f) If any failure to submit such a statement, and supporting records and data as required, or any delay in such submission, arose out of causes beyond the control and without the fault or negligence of the Contractor, the Contracting Officer shall grant to the Contractor in writing a reasonable extension of time to make such submission, or where applicable, waive the delay in making such submission.

(g) If the Contractor uses the facilities, or any of them, without obtaining authority as provided herein, the Contractor shall be liable for the full monthly rental for such facility or facilities used for each month in which unauthorized use occurs; provided however, if such unauthorized use occurred notwithstanding the exercise of reasonable care by the Contractor to prevent such use, the Contractor shall only be liable for rental for such use in accordance with the method of determining rental as provided in (c) above based on monthly rental periods.

(h) The Contractor shall have a right of appeal under the clause of this contract entitled "Disputes" from any determination as to rental due made by the Contracting Officer.

(i) Payment of rental as determined by the Contracting Officer, shall be made promptly by the Contractor upon receipt of written notice of the rental amount due. Payment shall be made by check payable to the Treasurer of the United States, and shall be mailed or delivered to the Contracting Officer. (End of Clause)

NOTE: Attach as Exhibit "A" to the contract, the applicable rental rates.

* * * * *

4. Paragraph (b) of § 1007.2703–16 is revised as follows:

§ 1007.2703–16 Reports to be furnished.

* * * * *

(b) In contracts with other than nonprofit research and development contractors, insert the following clause:

REPORTS TO BE FURNISHED

The Contractor shall periodically furnish to the Government, upon written request, AFPI Form 81, "Status of Facilities Contract," properly completed to set forth the indicated information regarding the subject matter of this contract, and, insofar as it is able, shall also furnish to the Government, upon written request, such reports, estimates and other information regarding the subject matter of this contract as the Contracting Officer finds necessary and reasonable, including records and data with respect to such facilities required by the Contracting Officer for industrial planning or other purposes. Requests for such reports, estimates and other information shall set forth the nature of the information sought and the form in which such information is to be furnished.

5. Sections 1007.2703–31 and 1007.2703–32 are added as follows:

§ 1007.2703–31 Changes.

Insert the following clause:

CHANGES

The Contracting Officer may at any time, by a written order and without notice to the sureties, if any, make changes within the general scope of this contract, in any one or more of the following, (i) the facilities items set forth in facilities expansion lists referenced by this contract for design, fabrication, purchase, construction, or other acquisition or repair or rehabilitation under this contract; (ii) the drawings, designs, or specifications of such facilities item; or (iii) the existing Government-owned facilities items to be furnished by the Government as set forth in facilities expansion lists referenced by this contract. If any such change causes any increase or decrease in the estimated cost of, or the time required for, performance of this contract, or otherwise affects any other provision of this contract, an equitable adjustment shall be made in (i) the estimated cost or schedule of target completion dates, or both; and (ii) such other provisions of the contract as may be so affected; and the contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within (60) days from the date of receipt by the Contractor of the notification of change; provided, however, that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract. Failure to agree at any adjustment shall be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes." However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

§ 1007.2703–32 Utilization of concerns in surplus labor areas.

Insert the clause set forth in § 7.104–20 of this title.

6. In § 1007.2704–1, paragraph (a) of the Clause is revised as follows:

§ 1007.2704–1 Labor standards for construction work.

LABOR STANDARDS FOR CONSTRUCTION WORK

(a) In the event that construction, alteration, or repair (including painting, and decorating) of public buildings or public works is to be performed hereunder, contractor shall, prior to commencing the work, request the determination of the Contracting Officer as to the applicability of the Davis-Bacon and Copeland Acts and shall not perform any of said items hereunder without receipt of such determination.

§ 1007.2704–8 [Amendment]

7. The title of § 1007.2704–8 is changed as follows: *"Rights in data."*

8. Sections 1007.2704–9 and 1007.2704–10 are added as follows:

§ 1007.2704–9 Soviet-controlled areas.

According to the requirements of § 6.403 of this title, insert the clause set forth in that section.

§ 1007.2704–10 Buy American Act.

According to the requirements of § 6.104–5 of this title, insert the clause set forth in that section.

Subpart BB—Clauses for Short-Form Facilities Contracts

1. Section 1007.2803–4 is revised as follows:

§ 1007.2803–4 Use and charges therefor.

Insert the appropriate one of the clauses set forth in § 1007.2703–12 (a) or (b), adding the following paragraph with applicable letter designation.

( ) The Contractor shall maintain and make available records of the use of facilities hereunder in accordance with paragraph (e) Records, of the clause hereof entitled, "Cost for Packing, Shipment or Storage."

§ 1007.2804–4 [Amendment]

2. In § 1007.2804–4, the title is changed as follows: *"Rights in data."*

Subpart CC—Leases of Machine Tools and Other Production Equipment

1. Section 1007.2903 is added as follows:

§ 1007.2903 Form of lease.

All leases of machine tools and other production equipment will be in the following form. Deviations from this form are not authorized unless approved by the Assistant Secretary of the Air Force (Materiel).

2. Section 1007.2904–3 is revised as follows:

§ 1007.2904–3 Signature page.

The following will be the arrangement and provisions of the signature page for leases of machine tools and other production equipment.

In witness whereof, the parties hereto have executed this lease as of the day and year first above written.

THE UNITED STATES OF AMERICA,
By ----------
(Contracting Officer)

(Lessee)
By ----------

(Business address)

NOTE. Type or print names under all signatures.

Subpart EE—Clauses for Construction Contracts

§ 1007.3104–9 [Amendment]

1. In § 1007.3104–9 the title is revised as follows: § 1007.3104–9 *"Rights in data."*

2. Section 1007.3104–12 is added as follows:

§ 1007.3104–12 Soviet-controlled areas.

According to the requirements of § 6.403 of this title, insert the clause set forth in that section.

3. Section 1007.3106 is revised as follows:

§ 1007.3106 Required special provisions.

The following special provisions will be inserted in all construction contracts, however in contracts for alteration, rehabilitation and repair of family housing the percentage of variation in § 1007.3106–1 (SP 1–01) (c) will be changed from 90 percent–110 percent to 75 percent–125 percent.

4. In § 1007.3106–1, paragraphs (a) and (b) were erroneously deleted and should be added as follows:

§ 1007.3106–1 Description of work.

(a) *Work to be done.* The work to be done is described in U.S. Standard Form 23 attached hereto. The Government will furnish to the Contractor the materials and equipment required by the statement of work to be so furnished, if any.

(b) *Quantity.* (This paragraph is applicable to all lump-sum contracts but is inapplicable to all unit price contracts.) The lump-sum price for the entire work will be the basis of payment. The Contractor will be required to complete the work as specified, subject to the provisions of Clause 3, Changes, hereof.

5. Section 1007.3106–2 is revised as follows:

§ 1007.3106–2 Scope of work.

SP 1–02 SCOPE OF WORK

All work which is manifestly necessary to carry out the intent of the drawings and specifications or which is customarily performed for such work shall be performed by the Contractor. Any requirement shown on the drawings, but omitted from the specifications, or any requirement shown in the specifications but omitted from the drawings shall be considered as being required under the contract as if set forth in both. Any change in drawings or specifications directed by the Contracting Officer shall be made in accordance with the clause hereof entitled: "Changes."

6. In § 1007.3106–7, paragraphs (b) and (c) are re-inserted, as follows:

§ 1007.3106–7 Progress charts, Sundays, holidays and nights.

* * * * *

(b) The Contractor shall furnish sufficient forces, construction plant, and equipment, and shall work such hours, including night shifts, overtime operations, and holiday work, as may be necessary to insure the prosecution of the work in accordance with the approved progress schedule. If, in the opinion of the Contracting Officer, the Contractor falls behind the progress schedule, the Contractor shall take such steps as may be necessary to improve his progress, and the Contracting Officer may require him to increase the number of shifts, and/or overtime operations, days of work, and/or the amount of construction plant, all without additional cost to the Government.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this provision shall be grounds for determination by the Contracting Officer that the Contractor is not prosecuting the work with such diligence as will insure completion within the time specified. Upon such determination, the Contracting Officer may terminate the Contractor's rights to proceed with the work, or any separable part, thereof, in accordance with the clause entitled "Termination for Default—Damages for Delay—Time Extension."

Subpart HH—Clauses for Dairy Products Contracts

§ 1007.3403–9 [Deletion]

1. Section 1007.3403–9 is deleted.

2. Section 1007.3404–3 is revised as follows:

§ 1007.3404–3 Milk bottles.

If the contract is for the delivery of milk in bottles, except where the purpose of the procurement is to obtain milk for resale, insert the following clause:

MILK BOTTLES

When milk is delivered in glass bottles, the cost of the bottle shall not be included in the price of the milk, and the bottles shall remain the property of the Contractor. The Government will endeavor to prevent undue breakage or loss of bottles while in its possession; however, the Government shall not be held responsible or liable in any way for any bottles which may become broken or lost.

3. Section 1007.3404–6 is added as follows:

§ 1007.3404–6 Buy American Act.

According to the requirements of § 6.104–5 of this title, insert the clause set forth in that section.

Subpart II—Clauses for Packing and Crating Contracts

§ 1007.3503–9 [Deletion]

1. Section 1007.3503–9 is deleted.

2. Section 1007.3503–16 is revised as follows:

§ 1007.3503–16 Termination for convenience of the Government.

Insert the clause set forth in § 8.705–2 of this title.

3. Section 1007.3504–7 is added as follows:

§ 1007.3504–7 Buy American Act.

According to the requirements of § 6.104–5 of this title, insert the clause set forth in that section.

Subpart JJ—Clauses, Special Provisions, and Specifications for Contracts for Care of Remains

§ 1007.3604–11 [Deletion]

1. Section 1007.3604–11 is deleted.

2. Section 1007.3604–32 is revised as follows:

§ 1007.3604–32 Major restorative art.

Insert the following clause:

The Contractor shall advise the Contracting Officer promptly of any need for Major Restorative Art technique (restoration of facial contours, such as nose, ears, mouth, chin, etc.) required for any remains prepared under this contract to permit the viewing of remains at final destination, and upon direction of the Contracting Officer, shall perform such restoration. The cost of such restoration shall be allowed as approved by the Contracting Officer.

3. Section 1007.3605–4 is added as follows:

§ 1007.3605–4 Buy American Act.

According to the requirements of § 6.104–5 of this title, insert the clause set forth in that section.

4. In § 1007.3606, paragraphs a(2), b(1), and b(1)(d) are revised as follows:

§ 1007.3606 Specifications.

* * * * *

SPECIFICATION B—CASKET, METAL

a. *General.*

* * * * *

(2) Type II—Casket, metal, half-couch without innerseal.

b. *Standards.* * * *

(1) *Design.* Each of the two types shall have top and bottom moldings, log mold or square design, rigid handrails, square ends

and be in accordance with best commercial practice.

* * * * *

(d) Handrails, handrail plates and corner ornaments. The handrails shall be rigid type, oval design, and fabricated from terneplate or cold rolled steel a minimum of 0.017 inch thick (26 gage, U.S. Standard Revised). The handrail plates and corner ornaments shall be fabricated from terneplate or cold rolled steel, not less than 0.0359 inch thick (20 gage, U.S. Standard Revised). When supplied, each handrail plate or corner ornament shall be secured to the casket with a minimum of two bolts or studs not less than 3/16 inch in diameter. Spacing of handrail plates shall be three to a side and a corner ornament used as a support for a continuous bar. The handrails shall be so constructed and attached to the handrail assembly to support the weight of the casket plus an additional equally distributed weight of 350 pounds, without buckling, pulling away from the casket or showing other signs of weakness.

Subpart KK—Clauses and Arrangements for Negotiated Utility Service Contracts

1. Section 1007.3704–2 is added as follows:

§ 1007.3704–2 Soviet-controlled areas.

According to the requirements of § 6.403 of this title, insert the clause set forth in that section.

2. Section 1007.3706–3 is revised as follows.

§ 1007.3706–3 Public regulation.

(a) Except as provided in paragraph (b) of this section, insert the following clause:

PUBLIC REGULATION

Service furnished under this contract shall be subject to regulation in the manner and to the extent prescribed by law or by any federal, state or local regulatory commission having jurisdiction. If during the term of this contract the public regulatory commission having jurisdiction receives for file in authorized manner rates that are higher or rates that are lower than those stipulated herein, for like conditions of service, the Contractor agrees to continue to furnish service as stipulated in this contract and the Government agrees to pay for such service at the higher or lower rates from and after the date when such rates are made effective. The Contractor agrees to give the Contracting Officer notice of any proposed application for such rate changes in writing prior to filing application for such rate changes with the cognizant regulatory body. Such notice shall fully describe the proposed rate changes and shall state the date upon which the Contractor intends to file its application for such rate changes with the cognizant regulatory body.

(b) If the service to be furnished under the contract is not subject to regulation by any Federal, State or local regulatory commission, or if the contractor also acts as the local public regulatory commission and its decisions are not subject to review by a higher regulatory commission insert the following clause in lieu of the clause set forth in paragraph (a) of this section.

CHANGES OF RATES

(a) If at any time during the term of this contract either of the parties hereto consider it appropriate that all or part of the rates applicable to the services furnished under this contract be changed, the parties agree to promptly renegotiate such rates upon receipt by one party of a written request from the other specifying the rates as to which a change is considered appropriate, setting forth the proposed change in rates, and stating in detail the reasons for the proposed change. Any rate changes agreed to by the parties as the result of such negotiations shall be made a part of this contract by the issuance of a supplemental agreement hereto and shall become effective as of the date of the request for a change in rates, unless otherwise agreed by the parties. Failure of the parties to agree upon the appropriate adjustment of rates, if any, shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes."

(b) The Contractor agrees that a duly authorized representative of the Department of the Air Force shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor relating to costs which form the basis for renegotiating the rates.

3. Section 1007.3706–16 is revised as follows:

§ 1007.3706–16 Signature page.

The following provisions will be set forth on the signature page, and will be completed with appropriate information:

In witness whereof, the parties hereunto have executed this contract as of the day and the year first above written.

THE UNITED STATES OF AMERICA

By ----------

(Contractor)

By ----------

Title ----------

Subpart LL—Basic Agreement Provisions

§ 1007.3803–1 [Amendment]

1. In § 1007.3803–1 *Covering agreement* all material beginning with "Witnesses" through the "Certificate" is deleted.

Subpart NN—Special Clauses

1. Section 1007.4011 is revised as follows:

§ 1007.4011 Recapture clause for equipment rental contracts.

When equipment for maintenance and repair is rented from a contractor, the following clause will be included in the rental contract, unless the contracting officer determines that the use of the clause will unduly limit competition:

* * * * *

2. Paragraph (d) of the clause in § 1007.4015 is revised as follows:

§ 1007.4015 Additional inspection requirements.

* * * * *

(d) Unless otherwise provided herein, if any aircraft are required to be furnished to the Government hereunder and the same are to be flown away, such aircraft shall be finally inspected and accepted by the Government at a flying field or fields to be approved by the Government in the vicinity of the Contractor's plant or plants specified elsewhere herein or in the vicinity of any other plant or plants of the Contractor approved for such purpose in writing by the Contracting Officer. Unless otherwise provided herein, such inspection and acceptance shall be accomplished in accordance with the provisions of MIL–A–8730, as in effect on the date of this contract.

3. In § 1007.4020, paragraphs (a) through (c) of the clause are revised as follows, and paragraph (d), "For administrative procedures, etc." is deleted.

§ 1007.4020 First article approval.

(a) When it is desired that the first article or articles of the contract be subject to a First Article Engineering Test and approval, a clause providing for such testing and approval may be inserted in the contract. The delivery of the remaining articles will be scheduled for specific times after, and contingent upon, receipt of notice of approval of the first article. Provision may be made in the clause limiting the number of resubmissions of first articles after rejection caused by failure to meet specification requirements. Since the exact nature of the testing desired, and the extent to which the contractor will be authorized to proceed with production pending that testing and approval, will vary from contract to contract, establishment of a standard clause is not practicable. Set forth in this section is a sample provision which may be useful as a guide for fixed-price contracts. However, paragraphs (d) and (e) will be included in any such fixed-price provision.

FIRST ARTICLE APPROVAL

(a) The first (number to be tested) articles of Item (contract item number) are designed as First Articles and shall be delivered by the Contractor to the Government, all transportation charges prepaid, on or before ----------, 19--, for First Article Engineering Test and approval. The Contractor will be notified in writing, whether or not the First Articles are approved. After testing, said article shall be returned to the Contractor, at the Contractor's expense, in their then condition for submission as contract items after repairs and modifications, if necessary, have been made by the Contractor. Pending written approval of the First Articles the remaining items of the contract shall not be fabricated or produced but the Contractor may acquire necessary materials for fabrication.

(b) First Articles shall be delivered to (set forth consignee and address to which first articles are to be shipped).

The following marking shall be placed on the container of the First Article, below and to the left of the address:

First Articles: Contract No. ------

Item ----------

Attn: (set forth by name or symbol, and address, the laboratory or other place where the first articles are to be tested).

(c) At least thirty (30) days prior to shipping First Articles, the contractor shall send written notice of the time and method of shipment to the Contracting Officer and to the laboratory or other place designated in (b) above where the First Article Engineering Tests are to be conducted.

4. Section 1007.4021 is deleted and the following substituted therefor:

§ 1007.4021 Production sample test.

(a) When it is desired that samples from a production quantity of articles be tested and approved, the following clause may be used. Since the exact nature, method, and place of the testing desired will vary from contract to con-

tract, establishment of a mandatory clause is not practical. Set forth in this section is a sample provision which may be useful as a guide for fixed-price contracts. However, paragraphs (d) and (f) will be included in any such fixed price provision.

PRODUCTION SAMPLE TEST

(a) The Contractor shall forthwith deliver to the Government, all transportation charges prepaid, such articles, not to exceed a total of _____ articles, called for in Item _____ as may be designated by the Government inspector, as production samples for testing. The Government, after testing, will give the Contractor a notice in writing approving, or disapproving, the samples as submitted within _____ days after receipt thereof. After testing, said articles shall be returned to the Contractor, at the Contractor's expense, in their then condition, for submission as contract items after repairs and modifications, if necessary, have been made by the Contractor. Pending the approval by the Government of said samples, the Contractor may fabricate the remaining articles under this contract: *Provided, however,* That the Contractor shall make no deliveries, and that in the event the production samples reveal discrepancies from specification requirements, the Contractor shall make the necessary changes in all the fabricated articles to correct such discrepancies at no cost to the Government.

(b) Production sample(s) shall be delivered to (set forth consignee and address to which Production Samples are to be shipped).

The following marking shall be placed on the container of the production sample(s), below and to the left of the address:

Production Sample(s): Contract No. _____
Item _____

Attn: (set forth by name or symbol, and address, the laboratory or other place where productions sample(s) are to be tested).

(c) At least thirty (30) days prior to shipping production sample(s), the Contractor shall send written notice of the time and method of shipment to the Contracting Officer and to the Laboratory or other place designated in (b) above where the Production Samples are to be tested.

(d) If the Contractor fails to deliver the production sample(s) within the time set forth herein, or any extension thereof, Contractor shall be deemed to have failed to make delivery within the meaning of (a) (i) of the clause hereof entitled "Default."

(e) The delivery schedules set forth in the contract shall be deemed automatically extended to the extent of the time used for production sample testing. If such time is more than 90 days and does not result from any fault of the contractor, the adjustment in the delivery schedule shall be evidenced by an appropriate amendment to the contract, or the contract shall be terminated pursuant to the clauses hereof entitled "Termination for the Convenience of Government."

(f) If, following any submission or resubmission under this clause, the tests reveal discrepancies in the production sample(s) from the specifications requirements, the Government may, at its option either (i) terminate this contract in accordance with the terms of (a) (i) of the clause hereof entitled "Default," provided the time set forth in paragraph (e) above has been exceeded, or (ii) notify the contractor in writing of the discrepancies and specify an extension of the time set forth in (a) above, in which event contractor shall correct and resubmit the production samples at no cost to the Government.

(b) When it is desired to permit the contractor to deliver items pending approval of the production samples, paragraph (e) of the clause set forth in this section will be deleted, and the last sentence of paragraph (a) of said clause will be deleted and the following substituted:

Pending the approval by the Government of said samples, the Contractor may fabricate and deliver the remaining articles under this contract: Provided, however, That in the event the production samples reveal discrepancies from specification requirements, the Contractor shall make the necessary changes, in all the fabricated articles delivered after receipt of notice of discrepancy, to correct such discrepancies at no cost to the Government.

(c) When adapting the clause set forth in paragraph (a) of this section, for use in cost reimbursement type contracts, appropriate changes may be made. Guidance for the making of such changes is set forth in § 1007.4020(c).

5. In § 1007.4028, paragraph (b) of the clause, and the notes contained therein, are revised as follows:

§ 1007.4028 Estimated requirements.

* * * * *

(b) The Contractor agrees to furnish such supplies and services when called for by the Government. The Government, in turn, agrees to call on the Contractor for all the requirements for the supplies and services of the Government activity issuing this contract or for such activities as are set forth in the Schedule.

* * * * *

NOTE: (1) If desired, any one or all of the following points may be covered by adding an additional paragraph or paragraphs to the above clause:

(a) Where feasible, the maximum limit of the contractor's obligation to deliver and, in such event, also appropriate provision limiting the Government's obligation to order.

(b) Limitations, in terms of percentage, the quantities which may be called for during any specified period.

(c) Limitation on the frequency of calls.

(2) Whenever, Dairy and Bakery product requirements for both troop issue and resale, have been included in the same schedule and it is contemplated that similar products will be procured on a "brand name" basis, the following clause will be included in the schedule:

The requirements contained in this contract are for specification type items, and notwithstanding anything to the contrary in the General Provisions, this contract is not to be construed to prevent the Government from procuring similar products of brand name for resale purposes from other sources.

§ 1007.4031 [Deletion]

6. Section 1007.4031 is deleted.

7. In § 1007.4036, the following note is added, following paragraph (b) of the clause:

§ 1007.4036 Delay in delivery of data.

* * * * *

NOTE: The word "Default" will be changed to "Excusable Delays" in cost type contracts.

8. Section 1007.4039 is deleted and the following substituted therefor:

§ 1007.4039 Order clause under indefinite quantity contracts.

Indefinite quantity contracts (§1003.405-5(c) of this chapter and § 3.405-5(c) of this title) will include the following clause in addition to those clauses required or authorized by this Part 1007 for the type of contract involved.

ORDERS

(a) The Contractor agrees to furnish to the Government, when ordered, the supplies or services set forth in the Schedule up to and including the quantity designated in the Schedule as the "maximum quantity." The Government agrees to order the quantity of such supplies and services designated in the Schedule as the "minimum quantity." Such supplies or services will be furnished at the prices set forth in the Schedule.

(b) Orders for supplies or services shall be issued by the Contracting Officer in writing, dated, and serially numbered. They shall set forth (i) the supplies or services being ordered, (ii) the quantities to be furnished, (iii) delivery or performance dates, (iv) place of delivery or performance, and (v) packing and shipping instructions, if any. Amendments to orders may be issued in the same manner as original orders. Each order or amended order shall contain a citation of funds from which payment for the supplies or services ordered shall be made.

NOTE: An appropriate paragraph shall be added to the foregoing clause when, pursuant to § 3.405-5(c)(1) of this title, it is desired to provide for (i) maximum quantities which may be ordered under each order or during a specified period of time, or (ii) minimum quantities to be ordered under each order or during a specified period of time.

9. Section 1007.4047 is revised as follows:

§ 1007.4047 Safety and accident prevention.

Except for contracts written according to Subpart EE, Part 1007 and § 1007.4207, any contract which is to be performed in whole or in part on an AF base or other AF installation under the direct control of the Government will contain the following clause:

SAFETY AND ACCIDENT PREVENTION

In performing any work under this contract on premises which are under the direct control of the Government, the Contractor shall (i) conform to all safety rules and requirements prescribed in Air Force Manual 32-3, as in effect on the date of this contract and (ii) take such additional precautions as the Contracting Officer may reasonably require for safety and accident prevention purposes. The Contractor agrees to take all reasonable steps and precautions to prevent accidents and preserve the life and health of Contractor and Government personnel performing or in any way coming in contact with the performance of this contract on such premises. Any violation of such rules and requirements, unless promptly corrected, as directed by the Contracting Officer, shall be grounds for termination of this contract in accordance with the default provisions hereof.

10. Section 1007.4051 is deleted and the following substituted therefor:

§ 1007.4051 Special provisions relating to Air Force equipment upon which work is to be performed.

(a) *Requirements and indefinite quantity contracts.* The clause set forth in this section will be inserted in all requirements and indefinite quantity contracts in which items are furnished by the Government for repair or modification to such items. The Schedule will identify the "Air Force equipment upon which

work is to be performed" as distinct from Government-furnished property to be used in the performance of such work.

SPECIAL PROVISIONS RELATING TO AIR FORCE EQUIPMENT UPON WHICH WORK IS TO BE PERFORMED

(a) The Contractor's liability for Air Force equipment upon which work is to be performed by the contractor pursuant to this contract shall be subject to the terms and conditions as set forth in paragraph (f) of the clause of this contract entitled "Government-Furnished Property."* However, such equipment shall not be considered Government-furnished* property within the meaning and for the purposes of any other paragraph of that clause.

**(b) The Contractor shall maintain adequate property control records of Air Force equipment furnished for repair or modification in accordance with the requirements of the "Manual for Control of Government Property in Possession of Contractors" (Appendix B, Armed Service Procurement Regulation) as in effect on the date of the contract, which manual is hereby incorporated by reference and made a part of this contract.

(c) Title to Air Force equipment furnished for repair or modification shall remain in the Government. The Contractor shall protect such equipment in accordance with sound industrial practice. The Government shall at all reasonable times have access to the premises wherein the Air Force equipment is located.

*Change "Government-Furnished" to "Government" if the contract is of a cost-reimbursement type.

**NOTE: In lieu of paragraph (b) the following alternate clause will be substituted in base procurement contracts for repair and return of Government property to the shipping organization which are administered by the base procurement activity awarding the contract:

(b) Government property shipped for repair and return will be controlled as a suspense item within the military property account from which shipped.

(b) *Definite Quantity Contracts.* The clause set forth in paragraph (a) of this section, with the addition of a paragraph (d) of this section, will be inserted in all definite quantity contracts in which items are furnished by the Government for repair or modification to such items. The Schedule will identify the "Air Force equipment upon which work is to be performed" as distinct from Government-furnished property to be used in the performance of such work.

(d) In the event the Air Force equipment furnished for repair or modification is not delivered to the Contractor by the time or times specified in the schedule, the Contracting Officer shall, upon timely written request made by the Contractor, make a determination of the delay occasioned the Contractor thereby, and shall equitably adjust the delivery or performance dates or the contract price,** or both and any other contractual provision affected by such delay, in accordance with the procedures provided for in the clause of this contract entitled "Changes."

**Change "contract price" to "estimated cost, fixed fee" if the contract is of a cost-reimbursement type.

11. In § 1007.4052, paragraphs (d) and (e) of the clause are revised as follows:

§ 1007.4052 Use of Government facilities on no-charge basis.

* * * * *

(d) If the Government-owned facilities provided to the Contractor or any subcontractor hereunder on a no-charge basis are increased or decreased or do not remain available during the performance of this contract, or if any change is made in the terms and conditions under which they are made available, such equitable adjustment as may be appropriate will be made in the terms of this contract, unless such increase or decrease was contemplated in the establishment of the price of this contract or a subcontract.

(e) The Contractor agrees that it will not directly or indirectly, through overhead charges or otherwise, include in the price of this contract, or seek reimbursement under this contract for, any rental charge paid by the Contractor for the use on other contracts of the facilities referred to herein. Any subcontract hereunder which authorizes the subcontractor to use Government facilities on a no-charge basis shall contain a provision to the same effect as this paragraph.

12. Sections 1007.4054, 1007.4055, 1007.4056 and 1007.4057 are added as follows:

§ 1007.4054 Limitation of Government's obligation.

According to the criteria and limitations for use set forth in § 1053.316 of this chapter, the most appropriate of the clauses set forth in paragraphs (a), (b), or (c) of this section may be used:

(a) When the contract is fixed-price type for supplies or services, or for development using P–100 or P–200 funds, insert the following clause:

LIMITATION OF GOVERNMENT'S OBLIGATION

(1) Of the total price of items _____ through _____ the sum of $_____ is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allotted to this contract until the total price of said items is allotted.

(2) The Contractor agrees to perform or have performed work on said items up to the point at which, in the event of termination of this contract pursuant to the clause hereof entitled "Termination for the Convenience of the Government," the total amount payable by the Government, (including amounts payable in respect of subcontracts and settlement costs) pursuant to paragraph (e) thereof, would in the exercise of reasonable judgment by the Contractor approximate the total amount at the time allotted to the contract. The Contractor shall not be obligated to continue performance of the work beyond such point. The Government shall not be obligated in any event to pay or reimburse the Contractor in excess of the amount from time to time allotted to the contract, anything to the contrary in the clause hereof entitled: "Termination for the Convenience of the Government," notwithstanding.

(3) It is contemplated that the funds presently allotted to this contract will cover the work to be performed, as limited by the provisions of (2) above, until the _____ day of _____. In the event funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until the above date, or an agreed date in substitution thereof, the Contractor shall notify the Contracting Officer in writing when within the next thirty (30) days the work will reach a point which, in the event of termination of this contract pursuant to the clause hereof entitled: "Termination for the Convenience of the Government," the total amount payable by the Government (including amounts payable in respect of subcontracts and settlement costs), pursuant to Paragraph (e) thereof, will approximate eighty-five percent (85%) of the total amount then allotted to the contract. The notice shall state the estimated date when such point will be reached and the estimated amount of additional funds required to continue performance to the above or an agreed substituted date. The Contractor shall, thirty (30) days prior to the date above written or agreed substituted date, advise the Contracting Officer in writing as to the estimated amount of additional funds which will be required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties. If after such latter notification, additional funds are not allotted by the date above written or by an agreed date in substitution therefor, the Contracting Officer will, upon written request of the Contractor for the same, terminate this contract on such date or the date set forth in the request, whichever is later, pursuant to the provisions of the clause of this contract entitled: "Termination for the Convenience of the Government."

(4) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree as to the applicable period of contract performance which shall be covered by such funds and the provisions of Paragraphs (2) and (3) above shall apply in like manner to such additional allotted funds and substituted date pertaining thereto and the contract amended accordingly.

(5) If the Contractor incurs additional costs, or is delayed in the performance of the work under this contract, solely by reason of the failure of the Government to allot additional funds in amounts sufficient for the timely performance of this contract, and if additional funds are allotted an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of said items or in the time of delivery or both. Failure to agree to any such equitable adjustment hereunder shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled: "Disputes."

(6) The Government may at any time prior to termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(7) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the clause hereof entitled: "Default." The provisions of this clause are limited to the work on and allotment of funds for the items set forth in (1) above. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(b) When the contract is a cost-reimbursement type contract, insert the following clause in the schedule.

LIMITATION OF GOVERNMENT'S OBLIGATION

(1) It is estimated that the total cost to the Government, inclusive of any fixed fee, for the performance of this contract will not exceed the estimated cost and fixed fee set forth in the schedule, and the Contractor agrees to use its best efforts to perform the work specified in the schedule and all obligations under this contract within such estimated cost. The fixed fee for complete performance of this contract is specified in the schedule.

(2) The sum presently available for payment and allotted to this contract, the items covered thereby and the period of performance which it is estimated the allotted amount will cover, are specified in the schedule. It is anticipated that from time to time additional funds will be allotted to this contract up to the full estimated cost, including any fixed fee. When additional funds are

allotted from time to time for continued performance of the work, the parties shall agree as to the applicable estimated period of contract performance which shall be covered by such funds and the contract schedule amended accordingly. The Contractor agrees to perform or have performed work on this contract up to the point at which, in the event of termination of this contract for the convenience of the Government, pursuant to the clause of this contract entitled "Termination," the total amount paid and payable by the Government pursuant to any settlement including cost and fixed fee under Paragraph (e) of such clause would, in the exercise of reasonable judgment by the Contractor, approximate the total amount at the time allotted to this contract. The Contractor shall not be obligated to continue performance of the work beyond such point.

(3) The Government shall not be obligated to reimburse the Contractor for costs incurred (including amounts payable in respect to subcontracts and termination settlement costs) and to pay any fixed fee to which the Contractor may be entitled, in excess of the total amount from time to time allotted to this contract. However, when and to the extent that the total amount allotted to this contract has been increased, any costs incurred by the Contractor and any fixed fee to which the Contractor may be entitled, prior to the increase and in excess of the amount previously allotted, shall be allowable to the same extent as if such costs had been incurred and fee earned after such increase in amount allotted.

(4) In the event funds allotted are considered by the Contractor to be inadequate to cover the work to be performed for the period set forth in the schedule, the Contractor shall notify the Contracting Officer in writing when within the next thirty (30) days the work will reach a point, at which, in the event of termination of this contract for the convenience of the Government pursuant to the clause of this contract entitled "Termination," the total amount paid and payable by the Government pursuant to a settlement including cost and fixed fee under Paragraph (e) of such clause will approximate eighty-five percent (85%) of the total amount then allotted to the contract. The notice shall state the estimated date when such point will be reached and the estimated amount of additional funds required to continue performance for the period set forth in the schedule. The Contractor shall, thirty (30) days prior to the end of the period specified in the schedule, advise the Contracting Officer in writing as to the estimated amount of additional funds which will be required, on the basis of the obligation for performance in accordance with Paragraph (2) of this clause, for the timely performance of the work under the contract for such further period as may be specified in the schedule or otherwise agreed to by the parties. If, after such notification, additional funds are not allotted by the end of the period set forth in the schedule, or an agreed date in substitution therefor, the Contracting Officer will, upon written request of the Contractor, terminate this contract on such date, or on a date to be specified in such request, on which the Contractor, in the exercise of his reasonable judgment, estimates that he will have discharged his obligation to perform hereunder in accordance with Paragraph (2) of this clause, whichever is later, pursuant to the provisions of the clause of this contract entitled "Termination."

(5) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree as to the applicable period of contract performance which shall be covered by such funds, and the provisions of Paragraphs (2), (3), and (4) of this clause shall apply in like manner to such additional allotted funds and substituted date pertaining thereto, and the contract shall be amended accordingly.

(6) The Government may at any time prior to termination allot additional funds for this contract, and, with the consent of the Contractor, after notice of termination, may rescind such termination in whole or in part, and allot additional funds for this contract.

(7) In the event that sufficient amounts are not allotted to this contract to allow completion of the work contemplated by this contract, the Contractor shall be entitled, subject to the limitations of Paragraph (3) of this clause, to a percentage of the fixed fee set forth in the schedule equivalent to the percentage of completion of the work contemplated by this contract.

(8) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination."

(9) For the purposes of this clause the allotment or allotments specified in the schedule shall not be decreased without the consent of the Contractor.

(10) This clause shall be applicable and the clause of this contract entitled "Limitation of Cost" inapplicable until such time as an amount equal to the total estimated cost and fee set forth in the schedule is allotted to this contract, and thereafter the clause of this contract entitled "Limitation of Cost" shall be applicable and this clause inapplicable.

(c) When the contract is a time and materials type for supplies or services, insert the following clause in the schedule.

LIMITATION OF GOVERNMENT'S OBLIGATION

(1) It is estimated that the total payment to the Contractor by the Government for the performance of this contract will not exceed the estimated amount set forth in the schedule, and the Contractor agrees to use its best efforts to perform the work specified in the schedule and all obligations under this contract within such estimated amount.

(2) The sum presently available for payment and allotted to this contract, the items covered thereby and the period of performance which it is estimated the allotted amount will cover, are specified in the schedule. It is anticipated that from time to time additional funds will be allotted to this contract up to the full estimated amount. When additional funds are allotted from time to time for continued performance of the work, the parties shall agree as to the applicable estimated period of contract performance which shall be covered by such funds and the contract schedule amended accordingly. The Contractor agrees to perform or have performed work on this contract up to the point at which, in the event of termination of this contract for the convenience of the Government pursuant to the clause of this contract entitled "Termination," the total amount paid and payable by the Government pursuant to Paragraph (e) of such clause would, in the exercise of reasonable judgment by the Contractor, approximate the total amount at the time allotted to this contract. The Contractor shall not be obligated to continue performance of the work beyond such point.

(3) The Government shall not be obligated to make any payment to the Contractor (including payments in respect to subcontracts and termination settlement costs) in excess of the total amount from time to time allotted to this contract. However, when and to the extent that the total amount allotted to this contract has been increased, any invoice or voucher for time or materials with respect to a period prior to the increase, and in excess of the amount previously allotted, shall be paid as if such invoice or voucher were for time or materials with respect to a period after such increase in amount allotted.

(4) In the event funds allotted are considered by the Contractor to be inadequate to cover the work to be performed for the period set forth in the schedule, the Contractor shall notify the Contracting Officer in writing when within the next thirty (30) days the work will reach a point, at which, in the event of termination of this contract for the convenience of the Government pursuant to the clause of this contract entitled "Termination," the total amount paid and payable by the Government pursuant to Paragraph (e) of such clause will approximate eighty-five (85) percent of the total amount then allotted to the contract. The notice shall state the estimated date when such point will be reached and the estimated amount of additional funds required to continue performance for the period set forth in the schedule. The Contractor shall, thirty (30) days prior to the end of the period specified in the schedule, advise the Contracting Officer in writing as to the estimated amount of additional funds which will be required, on the basis of the obligation for performance in accordance with Paragraph (2) of this clause, for the timely performance of the work under the contract for such further period as may be specified in the schedule or otherwise agreed to by the parties. If, after such notification, additional funds are not allotted by the end of the period set forth in the schedule, or an agreed date in substitution therefor, the Contracting Officer will, upon written request of the Contractor, terminate this contract on such date, or on a date to be specified in such request, on which the Contractor, in the exercise of his reasonable judgment, estimates that he will have discharged his obligation to perform hereunder in accordance with Paragraph (2) of this clause, whichever is later, pursuant to the provisions of the clause of this contract entitled "Termination."

(5) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree as to the applicable period of contract performance which shall be covered by such funds, and the provisions of Paragraphs (2), (3), and (4) of this clause shall apply in like manner to such additional allotted funds and substituted date pertaining thereto, and the contract shall be amended accordingly.

(6) The Government may at any time prior to termination allot additional funds for this contract, and, with the consent of the Contractor, after notice of termination, may rescind such termination in whole or in part, and allot additional funds for this contract.

(7) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination."

(8) For the purpose of this clause, the allotment or allotments specified in the schedule shall not be decreased without the consent of the Contractor.

(9) This clause shall be applicable and paragraph (c) of the clause of this contract entitled "Payments" inapplicable until such time as an amount equal to the total estimated amount of this contract set forth in the schedule is allotted to this contract, and hereafter paragraph (c) of the clause of this contract entitled "Payments" shall be applicable and this clause inapplicable.

§ 1007.4055 Changes in fund allocations.

The following clause may be inserted in Cost-type or partially funded Fixed Price contracts if such contracts contain Requirements for Spare Parts subject to

Air Force provisioning Document Procedure (See Subpart B, Part 1055 and § 1053.313 of this chapter).

CHANGES IN FUND ALLOCATIONS

Upon receipt by the contractor of ____ (1) ____ signed by the Contracting Officer, the amount specified in ____ (2) ____ of this contract shall be deemed to be increased or decreased by the amount of funds shown as obligated or deobligated by ____ (1) ____ for the selection or release of items pursuant to the provisioning documents incorporated into this contract. Amounts obligated may be deobligated by the Government, and the amount in ____ (2) ____ decreased by the amount deobligated if the contracting officer determines that amounts obligated exceed the estimated ____ (3) ____ for items selected or released pursuant to the provisioning documents; provided, however, that deobligation may not be effected to the extent that the sum authorized to be expended under items ____ (4) ____ would be less than the sum of the Contractor's expenditures and obligations under items ____ (4) ____ plus related ____ (5) ____ to the date of deobligation of funds and provided further that deobligation of funds shall not affect the Government's obligation to pay or reimburse the contractor in accordance with the provisions of this contract providing for payment or reimbursement for work performed under Items ____ (4) ____.

(1) Insert number of form currently authorized for issuance of POD's.

(2) Insert reference to part or paragraph which shows the amount actually allotted to the contract, i.e., contract schedule or partial funding clause, as appropriate.

(3) Insert "cost and fee" in cost-type contracts; insert "price" in FP contracts.

(4) Insert here the provisioned items.

(5) Insert "fee" in cost-type contracts; insert "estimated profit" in FP contracts.

§ 1007.4056 Domestically produced jewel bearings.

All contracts for end items, in which jeweled bearings will be incorporated, will contain the applicable one of the following clauses.

(a) For IFB's and firm fixed price negotiated contracts:

DOMESTICALLY PRODUCED JEWEL BEARINGS

It has been determined that a domestic facility for the manufacture of jeweled bearings is basic to the national economy to meet full mobilization requirements. Therefore, contractors are encouraged to procure, from the Turtle Mountain Ordnance Plant, Rolla, North Dakota, any jeweled bearings required in the performance of this contract; provided, the quantitative and qualitative requirements of the contract can be met.

(b) For redeterminable-type contracts add to paragraph (a) of this section:

Any reasonable price differential or increase in cost, incurred by procurement of jeweled bearings from the Turtle Mountain Ordnance Plant, which has been included in the contract price, will be approved by the contracting officer.

(c) For cost reimbursement-type contracts add to paragraph (a) of this section:

Any reasonable cost incurred by the contractor for jeweled bearings procured from the Turtle Mountain Ordnance Plant will be an allowable item of cost.

§ 1007.4057 Training equipment.

Any contract in which it is desired the Government have the right to secure possession of training equipment used by the contractor in performing the contract after completion of use by the contractor may include the following clause:

TRAINING EQUIPMENT

(a) The term "training equipment" as used in this clause, includes all cut-a-ways, mock-ups, transparencies, prototypes and other special devices manufactured or acquired by the Contractor under this contract for use in training its and Air Force personnel in the use, maintenance and operation of the supplies, parts or services called for by this contract.

(b) The Contractor agrees not to use any items of training equipment except in the performance of this contract without the written approval of the Contracting Officer.

(c) As and when all or any substantial portion of usable training equipment is no longer needed by the Contractor for the performance of this contract, the Contractor shall furnish to the Contracting Officer a list of such items of training equipment together with a list of the subassemblies, assemblies, components and parts to which the list of training equipment relates. Upon completion or upon termination of the contract, the Contractor shall furnish a final list in the same form covering all items not previously reported under this contract. Training equipment which has become obsolete as a result of changes in design or specification need not be reported. Information required by this paragraph will be furnished on DD Form 543, "Inventory Schedule B," as it may be amended (BOB No. 22-R075 to expire 31 August 1961).

(d) (1) If the Contractor has or foresees a need by it for use in other Government contracts for such training equipment, or any portion thereof, the Contractor may, at the time of submission of any list or lists under paragraph (c) hereof, submit a request in writing to the Contracting Officer for permission to retain possession of such equipment.

(2) If the Contractor desires to retain any or all of such training equipment free and clear of any Government interest, it shall submit an offer, for an amount designated therein, which should ordinarily be not less than the fair value of such equipment to the Contractor.

(e) Within 90 days after receipt of any list under paragraph (c) hereof, or such further period as may be agreed upon by the parties, the Contracting Officer shall furnish to the Contractor:

(i) A list of the training equipment which the Contractor may retain, if a request has been made under (d) (1) hereof, with any conditions for such retention.

(ii) An acceptance or rejection of any offer made by the Contractor under (d) (2) hereof.

(iii) A list of the training equipment of which the Government desires to obtain possession together with a request that the Contractor transfer title (to the extent not previously transferred under any other clause of this contract) and deliver to the Government all usable items of such training equipment; or

(iv) A statement with respect to any or all of the training equipment covered by such list that the Government has no further interest therein and waives its right thereto; or

(v) Any combination of the foregoing.

The Contractor shall promptly comply with any request and direction of the Contracting Officer made pursuant to (iii) above and shall, subject to paragraph (f) hereof, prepare such items for shipment by proper packing and marking, and make delivery to the Government in accordance with written instructions issued by the Contracting Officer.

(f) The Contractor agrees to take all reasonable steps necessary to maintain the identity and existing conditions of such training equipment until advised by the Contracting Officer of the disposition thereof in accordance with paragraph (e) hereof. Any cost of storage, preparation for shipment or shipping costs incurred by the Contractor pursuant to written instructions from the Contracting Officer, as provided in paragraph (e) hereof, which was not taken into account in the negotiations of this contract shall be subject to an equitable adjustment of the contract terms in accordance with the procedure set forth in the clause of this contract entitled "Changes."

Subpart PP—Clauses for Contracts Issued By Foreign Procurement Activities

§ 1007.4205–10 [Amendment]

1. In § 1007.4205–10, the reference is changed from § 7.103–14 to § 7.104–3.

§ 1007.4205–25 [Amendment]

2. Section 1007.4205–25 is deleted and the following substituted therefor:

§ 1007.4205–25 Preference for certain domestic commodities.

The clause contained in § 6.305 of this title may be omitted from contracts coming within the exceptions set forth in § 6.303 of this title.

3. Section 1007.4205–28 is added as follows:

§ 1007.4205–28 Soviet-controlled areas.

According to the requirements of § 6.403 of this title, insert the clause set forth in that section.

§§ 1007.4207–22, 1007.4207–23 [Deletion and Redesignation]

4. Section 1007.4207–22 is deleted, and § 1007.4207–23 is redesignated § 1007.4207–22.

5. Section 1007.4208–7 is added as follows:

§ 1007.4208–7 Soviet-controlled areas.

According to the requirements of § 6.403 of this title, insert the clause set forth in that section.

Subpart QQ—Clauses for Fixed-Price Architectural Engineering Service Contracts

1. Section 1007.4301 is revised as follows:

§ 1007.4301 Statutory authority and restrictions.

Contracts for architectural engineering services will be made pursuant to the authority of Public Law 600 (79th Congress), 10 U.S.C. 2304(a)(4), and the applicable section of the current Appropriation Acts. Each of these laws will be cited on the cover page of the contract. Prior to entering into a contract for architectural engineering services, a determination and findings must be made by the Secretary of the Air Force, as set forth in Subpart C, Part 1003, of this chapter. The total amount paid the contractor, including its profit (fee) for the production and delivery of designs, plans, drawings, and specifications for specific public works or utilities projects, will not exceed 6 percent of the predetermined estimated cost, exclusive of fees, of the project to which the architect-engineer work is applicable.

2. Section 1007.4302 is added as follows:

§ 1007.4302 Definitions.

As used throughout this subpart the term "contract for architectural engineering services" means any contract on a fixed-price basis for the professional services of architectural engineers for the drafting of architectural plans, drawings, design, and similar work.

3. Section 1007.4303–14 is deleted and the following substituted therefor:

§ 1007.4303–14 Examination of records.

Insert the clause set forth in § 7.104–15 of this title.

4. Section 1007.4303–15 is deleted and the following substituted therefor:

§ 1007.4303–15 Subcontracts.

Insert the clause set forth in § 1007.4030(b) of this chapter.

§ 1007.4303–17 [Amendment]

5. In § 1007.4303–17, the title is revised, as follows: *"Rights in data."*

§ 1007.4303–18 [Deletion]

6. Section 1007.4303–18 is deleted.

7. Section 1007.4304–5 is added as follows:

§ 1007.4304–5 Buy American Act.

According to the requirements of § 6.104–5 of this title, insert the clause set forth in this section.

8. Section 1007.4307–2 is deleted and the following substituted therefor:

§ 1007.4307–2 Option of inspection services.

When it is desired to include in an Architectural Engineering service contract an option for inspection services for the construction of the work resulting from the plans, drawings, designs or other work under the contract, the more appropriate of the following clauses will be inserted.

(a) When a detailed specification of the inspection services to be performed is available and made a part of the option, and a lump sum price therefor can be negotiated, the following clause will be inserted.

OPTION FOR INSPECTION SERVICES

(a) The Contractor agrees, at the option of the Government, to perform the construction inspection services covering the construction which may result from work based on the Statement of Work set forth in this contract. Such inspection services will be performed in accordance with the specification for inspection services which is identified as Appendix A, attached to this contract. The agreed price for such services is $_____.

(b) This option will remain in effect during the Government fiscal year in which this contract is made and also the succeeding fiscal year. The Government may exercise this option by a notice in writing to the Contractor and appropriate amendment of the contract.

(b) When no specification for inspection services is available, or the time of performance is undetermined, or for other reasons only the categories of inspection personnel and agreed payment therefor is to be included in the option the following clause will be inserted.

OPTION FOR INSPECTION SERVICES

(a) The Contractor agrees, at the option of the Government to perform the construction inspection services covering any portion or all of the construction which may result from work based on the Statement of Work set forth in this contract.

(b) The Contractor shall utilize the categories of personnel set forth in Paragraph (d) below in the performance of such inspection services. Other types of personnel shall not be utilized by the Contractor except with the prior approval of the Contracting Officer. All personnel shall be qualified professionally and otherwise for their work.

(c) This option will remain in effect during the Government fiscal year in which this contract is made and also the succeeding fiscal year.

(d) The categories of personnel, the maximum monthly rate and the maximum daily rate which shall apply for services for less than a full month are as follows:

Category of personnel_____
Monthly rate_____
Daily rate_____

(e) The exercise of this option shall be evidenced by a supplemental agreement to this contract which will include the estimated maximum amount and other provisions that may be necessary to carry out such service. The presently estimated maximum amount which will be required to pay for such services is $_____.

Subpart SS—Clauses for Fixed-Price Type Maintenance, Overhaul and Modification Contracts

1. Section 1007.4500 is revised as follows:

§ 1007.4500 Scope of subpart.

This subpart sets forth clauses for use in fixed-price type maintenance, overhaul, and modification contracts, including such fixed-price contracts (other than purchase orders) providing for reimbursement for parts and materials.

2. Section 1007.4503–2 is deleted and the following substituted therefor:

§ 1007.4503–2 Changes.

Insert the following clause:

CHANGES

The Contracting Officer may, at any time, by a written order, and without notice to the sureties, if any, make changes in or additions to specifications, issue additional instructions, require modified or additional work or services within the general scope of the contract, or change the place of delivery or method of shipment or packing, or the amount of Government-furnished property. If any such change causes an increase or decrease in the cost of, or the time required for, performance of this contract, an equitable adjustment shall be made in the contract price or the time of performance, or both, and the contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within sixty (60) days from the date of receipt by the Contractor of the notification of change; provided, however, that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any claim asserted at any time prior to final payment under this contract. Where the cost of property made obsolete or excess as the result of a change is included in the Contractor's claim for adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

3. In § 1007.4503–4, the following Note is added at the end of the Clause:

§ 1007.4503–4 Payments.

* * * * *

(b) * * *
(8) * * *

NOTE: In formally advertised contracts add, as a new final sentence of the foregoing clause: Under no circumstances shall the Contractor be paid any profit or handling charges in connection with direct materials, and it is understood and agreed that all profits expected to be gained under this contract shall be in connection with the fixed prices hereunder.

§ 1007.4503–10 [Deletion]

4. Section 1007.4503–10 is deleted.

5. Section 1007.4503–20 is deleted and the following substituted therefor:

§ 1007.4503–20 Government-furnished property.

Insert the clause set forth in § 13.502 of this title. Whenever any maintenance, overhaul, or modification contract is initiated, awarded, and administered at base level, as distinguished from depot or AMC air materiel area level, the last sentence of paragraph (c) of this clause will be deleted. If the contract provides for separate reimbursement of parts or materials, substitute for the first sentence of paragraph (c) of § 13.502 of this title, the first three sentences of paragraph (b) of § 13.503 of this title, but deleting the words "in whole or in the percentage prevailing by reason of the clause of the contract entitled 'Allowable Cost, Fixed Fee and Payment,' " in paragraph (b)(iii).

§ 1007.4504–2 [Amendment]

6. In § 1007.4504–2 the title is revised as follows: *"Rights in data."*

7. Section 1007.4504–18 is added as follows:

§ 1007.4504–18 Approval of overtime and extra shifts.

According to the requirements of § 1012.102–3(c) of this chapter, insert the applicable clause or clauses set forth therein.

8. Sections 1007.4504–25 and 1007.4504–26 are added as follows:

§ 1007.4504–25 Soviet-controlled areas.

According to the requirements of § 6.403 of this title, insert the clause set forth in that section.

§ 1007.4504–26 Buy American Act.

According to the requirements of § 6.104–5 of this title, insert the clause set forth in that section.

Subpart TT—Clauses for Cost-Reimbursement Type Maintenance, Overhaul and Modification Contracts

1. Section 1007.4603–2 is deleted and the following substituted therefor:

§ 1007.4603–2 Changes.

Insert the following clause:

CHANGES

The Contracting Officer may at any time, by a written order, and without notice to the sureties, if any, make changes in or additions to specifications, issue additional instructions, require modified or additional work or services within the general scope of the contract, or change the place of delivery or method of shipment, or the amount of Government-furnished property. If any such change causes an increase or decrease in the estimated cost of, or the time required for the performance of any part of the work under this contract, whether changed or not changed by any such order, or otherwise affects any other provision of this contract, an equitable adjustment shall be made (i) in the estimated cost or delivery schedule, or both, (ii) in the amount of any fixed fee to be paid to the Contractor, and (iii) in such other provisions of the contract as may be so affected, and the contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within sixty (60) days from the date of receipt by the Contractor of the notification of change; provided, however, that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any claim asserted at any time prior to final payment under this contract. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

§ 1007.4603–14 [Deletion]

2. Section 1007.4603–14 is deleted.

3. Sections 1007.4603–26 and 1007.4603–27 are added as follows:

§ 1007.4603–26 Notice to the Government of labor disputes.

Insert the clause set forth in § 7.104–4 of this title.

§ 1007.4603–27 Utilization of concerns in surplus labor areas.

According to the requirements of § 7.104–20 of this title, insert the clause set forth therein.

4. Section 1007.4604–3 is deleted and the following substituted therefor:

§ 1007.4604–3 Data and copyrights.

According to the requirements of Subpart B, Part 9 of this title and Subpart B, Part 1009 of this chapter, insert the appropriate clauses set forth therein.

5. Sections 1007.4604–10, 1007.4604–21, 1007.4604–22, 1007.4604–23 and 1007.4604–24 are added as follows:

§ 1007.4604–10 Approval of overtime and extra shifts.

According to the requirements of § 1012.102–3(c) of this chapter, insert the applicable clause or clauses set forth therein.

§ 1007.4604–21 Soviet-controlled areas.

According to the requirements of § 6.403 of this title, insert the clause set forth in that section.

§ 1007.4604–22 Buy American Act.

According to the requirements of § 6.104–5 of this title, insert the clause set forth in that section.

§ 1007.4604–23 Walsh-Healey Public Contracts Act.

According to the requirements of § 12.604 of this title, insert the clause set forth in that section.

§ 1007.4604–24 Limitation on withholding payments.

According to the requirements of § 7.104–21 of this title, insert the clause set forth therein.

§ 1007.4605–1 [Deletion]

6. Section 1007.4605–1 is deleted.

Subpart UU—Clauses for Time and Materials Type Maintenance, Overhaul and Modification Contracts

1. Section 1007.4703–4 is revised as follows:

§ 1007.4703–4 Payments.

Insert the following clause when the work to be performed is of a complex nature and the amount involved is in excess of $2,000. (Insert the clause contained in § 1007.2303–4 of this chapter, when the work to be performed is of a simple nature and the amount involved is less than $25,000.)

§ 1007.4703–9 [Deletion]

2. Section 1007.4703–9 is deleted.

3. Section 1007.4703–21 is deleted and the following substituted therefor:

§ 1007.4703–21 Government property.

Insert the clause set forth in § 13.503 of this title, substituting the word "price" for "estimated cost, fixed-fee" in paragraph (a) and deleting the words "in whole or in the percentage prevailing by reason of the clause of the contract entitled 'Allowable Cost, Fixed Fee and Payment,' whichever occurs first" in paragraph (b)(iii). Whenever any maintenance contract is initiated, awarded and administered at base level as distinguished from depot or AMC Air Materiel Area, the last sentence of paragraph (c) of § 13.503 of this title, will be deleted.

4. Section 1007.4703–23 is deleted and the following substituted therefor:

§ 1007.4703–23 Special provisions relating to Air Force equipment upon which work is to be performed.

Insert the clause set forth in § 1007.4051 of this chapter, including the modification required for cost-reimbursement type contracts, but substituting the words "hourly rate" for "estimated cost, fixed fee." The Schedule will identify the "Air Force equipment upon which work is to be performed" as distinct from Government property to be used in the performance of such work.

5. In § 1007.4704–4 the title is revised as follows: *"Rights in data."*

6. Sections 1007.4704–18, 1007.4704–19 and 1007.4704–20 are added as follows:

§ 1007.4704–18 Approval of overtime and extra shifts.

According to the requirements of § 1012.102–3(c) of this chapter, insert the applicable clause or clauses set forth therein.

§ 1007.4704–19 Soviet-controlled areas.

According to the requirements of § 6.403 of this title, insert the clause set forth in that section.

§ 1007.4704–20 Buy American Act.

According to the requirements of § 6.104–5 of this title, insert the clause set forth in that section.

Subpart VV—Clauses and Schedule Provisions for Flight Instruction of AFROTC Personnel at Civilian Colleges and Universities

1. In § 1007.4806, paragraph (f) of Part I, and Part III, in full, are revised as follows:

§ 1007.4806 Schedule provisions.

* * * * *

(f) It is understood ground school instruction of students will be the responsibility of the Air Force, separate from flight instruction, thirty (30) hours of which will be accomplished during the students' regularly scheduled Air Force ROTC class periods and five hours of which will be at the discretion of the Detachment Commander.

* * * * *

PART III—PERIOD OF PERFORMANCE

The Contractor shall begin flight instructions within the time designated by the Contracting Officer and shall continue until the course of instruction for the designated students is completed or until _____ whichever occurs earlier.

A new Subpart XX is added as follows:

Subpart XX—Clauses for Food Service Contracts

Sec.

1007.5000 Scope of subpart.
1007.5002 Definition.
1007.5003 Required clauses.
1007.5003–1 Scope of work.
1007.5003–2 Contractual contents.
1007.5003–3 Contractor personnel.
1007.5003–4 Facilities and materials furnished by the Government.
1007.5003–5 Sanitary conditions.
1007.5003–6 Hours of operation.
1007.5003–7 Record and charge for meals served.
1007.5003–8 Manuals, regulations, technical orders, and specifications.
1007.5003–9 Definitions.
1007.5003–10 Changes.
1007.5003–11 Inspection.
1007.5003–12 Payments.
1007.5003–13 Assignment of claims.
1007.5003–14 Federal, State, and local taxes.
1007.5003–15 Default.
1007.5003–16 Disputes.
1007.5003–18 Convict labor.
1007.5003–19 Eight-Hour Law of 1912.
1007.5003–20 Nondiscrimination in employment.
1007.5003–21 Officials not to benefit.
1007.5003–22 Covenant against contingent fees.
1007.5003–23 Termination.
1007.5003–24 Subcontracts.
1007.5003–25 Utilization of small business concerns.
1007.5003–26 Notice to Government of labor disputes.
1007.5003–27 Safety and accident prevention.
1007.5003–28 Gratuities.
1007.5003–29 Renegotiation.
1007.5003–30 Estimated requirements.
1007.5003–31 Use, conservation and responsibility for Government property.
1007.5003–32 Insurance.

Subpart XX—Clauses for Food Service Contracts

§ 1007.5000 Scope of subpart.

This subpart sets forth clauses for procuring services by contract for the processing, preparation, and serving of food for authorized messes.

§ 1007.5002 Definition.

As used throughout this subpart, the term "contract for food services" means any contract for procuring services for the processing, preparing, and serving of food for an authorized mess.

§ 1007.5003 Required clauses.

The following clauses will be inserted in all contracts for food services.

§ 1007.5003–1 Scope of work.

SCOPE OF WORK

The Contractor shall furnish food handling service consisting of (i) management and operation of food handling facilities, kitchens, and dining halls, and (ii) receipt, storage, handling, processing, cooking, packaging, serving, and disposal of food at the locations and for the period of time set forth in the Schedule. Except for flight meals or box lunches, food will be served cafeteria style with service to include "bus boy" table clearing during meals.

§ 1007.5003–2 Contractual contents.

Insert the clause set forth in § 1007.-4033 of this chapter.

§ 1007.5003–3 Contractor personnel.

CONTRACTOR PERSONNEL

(a) The Contractor shall furnish supervisory, administrative and direct working personnel to accomplish all work required.

(b) The Contractor shall furnish personnel who are trustworthy, competent and well qualified for their work. The Contractor shall at its own expense furnish a medical certificate certifying that all employees in kitchens, dining halls and food processing facilities and in any way coming in contact with the handling of food used in carrying out the provisions of this contract are free from any communicable disease. Such personnel shall at all times be subject to inspection and physical examination by Government medical authorities to insure that proper sanitary standards are maintained.

(c) Contractor employees in kitchens, dining halls and food processing facilities shall wear uniforms of suitable type and design as approved by the Contracting Officer and also aprons, caps and hair nets where appropriate. Such apparel shall be furnished by the Contractor and worn only in a clean and sanitary condition.

(d) The names of all personnel to be employed at the site of work, together with such information concerning their history as the Contracting Officer may request, will be furnished to the Contracting Officer prior to commencement of their employment on work under this contract to determine their suitability and qualifications for security approval. No person will be employed at the site of work until after approval by the Contracting Officer. The Government will furnish contractor personnel authorized to work at the site of service such identification as is required by the Government. Such identification will be returned to the Government at the time the person to whom it is issued ceases to be employed at the site of work.

(e) The Contracting Officer may, if he finds it to be in the best interest of the Government, direct the Contractor to remove, and the Contractor shall remove, any employee from assignment to perform services under the contract.

§ 1007.5003–4 Facilities and materials furnished by the Government.

FACILITIES AND MATERIALS FURNISHED BY THE GOVERNMENT

(a) The Government shall furnish the Contractor for work under this contract the facilities, fixtures and equipment as listed in Exhibit "A." Reasonable office space, but not office supplies and equipment, will be furnished, if requested by the Contractor. The Government shall furnish all Government forms authorized and directed for use.

(b) The Government shall furnish all foods, subsistence, and packaging materials required for the performance of this contract.

§ 1007.5003–5 Sanitary conditions.

SANITARY CONDITIONS

The Contractor shall maintain all kitchens, dining halls, food processing facilities, garbage and disposal cans, racks and other property used by the Contractor in the performance of this contract in a clean and sanitary condition. Except for the cutting of grass, the Contractor shall be responsible for the proper order and cleanliness of grounds and immediate surroundings of buildings used by it. The use of tobacco and tobacco products by contractor personnel while on duty will be limited to those areas designated by the Government for smoking.

§ 1007.5003–6 Hours of operation.

HOURS OF OPERATION

The Contracting Officer may change the feeding periods, but not the total number of hours, without additional cost to the Government by giving the Contractor notice 24 hours in advance of such change. Should any change result in any greater or less number of hours of operation it will be considered a change within the clause of this contract entitled "Changes." Serving lines will be promptly opened and closed at the times fixed in the Schedule. Sufficient contractor personnel will be present at all times to efficiently and expeditiously render all services required by the contract including, but not limited to, serving, clearing tables, and cleaning up after serving.

§ 1007.5003–7 Record and charge for meals served.

RECORD AND CHARGE FOR MEALS SERVED

(a) The Food Service Officer or his representative will make a head count and check the number of military personnel, contractor personnel, and other authorized personnel to whom meals are served and will furnish a consolidated report of all meals served to the Contractor at the end of each month for use as evidence to support its monthly invoices submitted to the finance officer. The Contractor may also maintain a separate meal items record using AF Form 1251, "Daily Attendance Record." In the event of any discrepancy between the Food Service Officer's consolidated report and the Contractor's meal items record, the Contractor may submit the matter to the Contracting Officer for decision pursuant to the clause of this contract entitled "Disputes."

(b) Where prices are to be charged for meals, the Government shall establish the rate of charge thereof. Any cash charged for meals made at the time meals are served will be received and maintained by the Food Service Officer or his representative.

(c) The Contractor will maintain a separate meal attendance record, AF Form 1251, for Contractor personnel. The Contractor will credit to the Government the amount charged for all meals served to Contractor personnel. The rate of charge for such meals shall not exceed the rate established for the same meals pursuant to (b) above.

§ 1007.5003–8 Manuals, regulations, technical orders, and specifications.

MANUALS, REGULATIONS, TECHNICAL ORDERS, AND SPECIFICATIONS

(a) All manuals, regulations, technical orders, and specifications, including amendments thereto, which are referred to in this contract are incorporated herein by reference. Copies of manuals, regulations, technical orders and specifications, and amendments thereto, referenced in this contract may be obtained from the Contracting Officer upon request.

(b) If directed in writing by the Contracting Officer, any amendment to manuals, regulations, technical orders or specifications or any additional manuals, regulations, technical orders or specifications which supersede, supplement, or are in addition to those referenced in (a) above shall be complied with and followed. If compliance with such amendment, or superseding or additional manuals, regulations, technical orders or specifications directed by the Contracting Officer shall cause a change in the Contractor's cost, it shall be a change within the meaning of the clause of this contract entitled "Changes."

§ 1007.5003–9 Definitions.

Insert the clause set forth in § 7.103–1 of this title and add the following:

(d) The Food Service Officer, when performing his functions as indicated in this contract, is a representative of the Contracting Officer under (b) above.

§ 1007.5003–10 Changes.

Insert the clause set forth in § 1007.4025 of this chapter.

§ 1007.5003–11 Inspection.

INSPECTION

All services, materials, foods, facilities, fixtures and equipment used by or under the control of the Contractor shall be subject to inspection and tests by representatives of the Government at all times. The Contractor will immediately remedy all conditions which are found by the Contracting Officer not to be in conformance with the requirements of this contract.

§ 1007.5003–12 Payments.

PAYMENTS

The Contractor shall be paid, upon the submission of invoices or vouchers, the prices stipulated in the Schedule for services performed in accordance with the terms of this contract, less deductions, if any, as herein provided.

§ 1007.5003–13 Assignment of claims.

Insert the clause set forth in § 7.103–8 of this title, but see § 1007.103–8 of this chapter.

§ 1007.5003–14 Federal, State, and local taxes.

Insert the clause set forth in § 11.401–1 of this title.

§ 1007.5003–15 Default.

Insert the clause set forth in § 7.103–11 of this title.

§ 1007.5003–16 Disputes.

Insert the clause set forth in § 7.103–12 of this title.

§ 1007.5003–18 Convict labor.

Insert the clause set forth in §12.203 of this title.

§ 1007.5003–19 Eight-Hour Law of 1912.

Insert the clause set forth in § 12.303–1 of this title.

§ 1007.5003–20 Nondiscrimination in employment.

Insert the clause set forth in § 12.802 of this title.

§ 1007.5003–21 Officials not to benefit.

Insert the clause set forth in § 7.103–19 of this title.

§ 1007.5003–22 Covenant against contingent fees.

Insert the clause set forth in § 7.103–20 of this title.

§ 1007.5003–23 Termination.

Insert the clause set forth in § 1007.2103–16 of this chapter.

§ 1007.5003–24 Subcontracts.

Insert the clause set forth in § 1007.4030(b) of this chapter.

§ 1007.5003–25 Utilization of small business concerns.

Insert the clause set forth in § 7.104–14 of this title.

§ 1007.5003–26 Notice to Government of labor disputes.

Insert the clause set forth in § 7.104–4 of this title.

§ 1007.5003–27 Safety and accident prevention.

Insert the clause set forth in § 1007.4047 of this chapter.

§ 1007.5003–28 Gratuities.

Insert the clause set forth in § 7.104–16 of this title.

§ 1007.5003–29 Renegotiation.

Insert the clause set forth in § 7.103–13 of this title.

§ 1007.5003–30 Estimated requirements.

Insert the clause set forth in § 1007.4028 of this chapter.

§ 1007.5003–31 Use, conservation and responsibility for Government property.

USE, CONSERVATION, AND RESPONSIBILITY FOR GOVERNMENT PROPERTY

(a) In the event the Air Force fixtures, facilities and equipment set forth in Exhibit A, or replacements for such equipment and facilities made necessary by fair wear and tear of the original facilities and equipment, are not available for use by the Contractor at the time or times required for the performance of the contract, the Contracting Officer shall, upon timely written request made by the Contractor, make a determination of the delay occasioned the Contractor thereby, and shall equitably adjust the hours of operation or contract price or both and any other contractual provision affected by such delay, in accordance with the procedures provided for in the clause of this contract entitled "Changes."

(b) Except for the fixtures and facilities listed in Exhibit A, the Contractor, upon delivery to it of any Government-furnished property, assumes the risk of, and shall be responsible for, any loss thereof or damage thereto except for reasonable wear and tear, and except to the extent that such property is consumed in the performance of this contract. The Contractor shall use due care in the use of Government fixtures and facilities to prevent undue wear and breakage.

(c) Title to all Government-owned fixtures, facilities, and equipment used by the Contractor, and all materials and subsistence issued to the Contractor, shall remain in the Government.

(d) The Food Service Officer shall be responsible for maintaining such records as are necessary in connection with Government fixtures, facilities and equipment made available to the Contractor for use.

(e) The Contractor shall be responsible for the proper conservation and use of all food, subsistence and materials issued to it by the Government and, except for normal spoilage and waste for this type of operation, shall be liable for any loss thereof except as such food, subsistence and materials are consumed in the performance of this contract.

(f) The Contractor shall inventory all fixtures, facilities, equipment, subsistence and materials quarterly and furnish the Contracting Officer a certified copy of such inventory.

§ 1007.5003–32 Insurance.

INSURANCE

The Contractor shall, at its own expense, procure and thereafter maintain the following kinds of insurance with respect to performance under this contract:

(a) Workmen's Compensation insurance, or equivalent workmen's compensation coverage, as required or prescribed by law, with minimum employer liability limit of $100,000 for accidental bodily injury or death, or for occupational disease.

(b) Comprehensive General Liability, including coverage of food products with minimum limits of $100,000 per person and $300,000 per accident or occurrence, and $10,000 per accident or occurrence for property damage.

§ 1007.5004 Clauses to be used when applicable.

§ 1007.5004–1 Examination of records.

According to the requirements of § 7.104–15 of this title, insert the clause set forth in § 7.104–15 of this title. Contracts resulting from formal advertising will not contain this clause.

§ 1007.5004–2 Approval of contract.

Whenever the contract requires manual approval, other than by the contracting officer, prior to becoming effective, insert the clause set forth in § 7.105–2 of this title.

§ 1007.5004–3 Alterations in contract.

According to instructions for use in § 1007.105–1 of this chapter, insert the clause set forth in § 7.105–1 of this title.

(Sec. 8012, 70A Stat. 488; 10 U.S.C. 8012. Interpret or apply secs. 2301–2314, 70A Stat. 127–133; 10 U.S.C. 2301–2314)

[SEAL] CHARLES M. MCDERMOTT,
Colonel, U.S. Air Force, Deputy Director of Administrative Services.

[F.R. Doc. 59–4430; Filed, May 26, 1959; 8:49 a.m.]

Title 39—POSTAL SERVICE

Chapter I—Post Office Department

PART 41—SERVICE IN POST OFFICES

PART 61—MONEY ORDERS

Miscellaneous Amendments

Regulations of the Post Office Department are amended as follows:

I. In § 41.2 *Hours of business* amend paragraph (a) to read as follows:

(a) *Business days.* Post offices maintain window service for the delivery of mail and the sale of stamps every business day during the hours when the principal business houses of the community are open. Registry service and money order service are provided during the hours the postmaster determines are in accordance with the needs of the community. Post offices designated as postal-savings depositories provide for the receipt and withdrawal of deposits every weekday during the hours prescribed for the transaction of money-order business.

NOTE: The corresponding Postal Manual section is 151.21.

(R.S. 161, as amended, 396, as amended, 3839, as amended; 5 U.S.C. 22, 369, 39 U.S.C. 4)

II. In § 61.2 *How to buy an international order* amend subparagraph (2) of paragraph (b) to read as follows:

(2) For the following countries, the domestic money order form is used and there is no application form: Antigua, Bahamas, Barbados, Bermuda, British Honduras, British Virgin Islands, Canada, Canal Zone, Cuba, Dominica, Grenada, Jamaica, Monteserrat, Nevis, Saint Kitts, Saint Lucia, Saint Vincent, Tobago and Trinidad.

NOTE: The corresponding Postal Manual section is 171.222.

(R.S. 161, as amended, 396, as amended, 4027, sec. 12, 65 Stat. 676; 5 U.S.C. 22, 369, 39 U.S.C. 246f 711)

[SEAL] HERBERT B. WARBURTON,
General Counsel.

[F.R. Doc. 59–4451; Filed, May 26, 1959; 8:51 a.m.]

PART 49—STAR ROUTE SERVICE

Rural-Type Receptacles of the Box Delivery and Collection Service

Notice of proposed amendment to § 49.3, *Box delivery and collection service*, was published in the FEDERAL REGISTER of April 9, 1959, on page 2738, as Federal Register document 59–2988. The amendment proposed, effective July 1, 1959, where a box is newly installed or a box is being replaced on a star route, an approved rural-type box must be used. The name and box number of the owner must be neatly inscribed in letters and numerals not less than one inch high on the side of the box, visible to the carrier as he approaches, or on the door if boxes are grouped.

No comments have been received by the Department with respect to the proposed amendment.

Accordingly, the amendment is adopted without change. As adopted the amendment to § 49.3 shall read as follows:

In § 49.3 *Box delivery and collection service* subparagraph (3) of paragraph (b) is amended, effective July 1, 1959, to read as follows:

(3) Provide and erect a suitable box or provide a suitable sack or satchel with post upon which it may be hung. On and after July 1, 1959, where a box is newly installed or a present box is being replaced, an approved rural-type box must be used. The name and box number of the owner must be neatly inscribed in letters and numerals not less than one inch high on the side of the box visible to the carrier as he approaches, or on the door if boxes are grouped. (See § 46.5 of this chapter.)

NOTE: The corresponding Postal Manual section is 159.32c.

(R.S. 161, as amended, 396, as amended, 3964, as amended, 3965, 3966, 3968; 5 U.S.C. 22, 369, 39 U.S.C. 481, 483, 484, 486)

[SEAL] HERBERT B. WARBURTON, *General Counsel.*

[F.R. Doc. 59-4448; Filed, May 26, 1959; 8:51 a.m.]

PART 201—PROCEDURES OF THE POST OFFICE DEPARTMENT

Subpart M—Rules of Procedure for Progress Payments on Post Office Department Procurement Contracts

Part 201, Procedures of the Post Office Department, Subpart M—Rules of Procedure for Progress Payments on Post Office Department Procurement Contracts, as published in the FEDERAL REGISTER of February 10, 1959, at Page 970, as Federal Register Document 59-1189, is amended to read as follows:

Sec.
201.130 Definition of terms.
201.131 Statement in invitation for bids.
201.132 Basis for progress payments.
201.133 Contracts under $10,000.
201.134 Applicability.

AUTHORITY: §§ 201.130 to 201.134 issued under R.S. 161, as amended, 396, as amended, sec. 305, 63 Stat. 396, as amended; 5 U.S.C. 22, 369, 41 U.S.C. 255

§ 201.130 Definition of terms.

(a) The term "progress payments" means payments made from time to time during the performance of a contract on the basis of costs to the contractor, or percentage of completion or particular stage of completion in connection with which the Government takes title to property acquired and work performed under the contract.

(b) The term "eligible contractors" includes all persons awarded contracts covered by these instructions, except a person who is determined by the contracting officer to be in such unsatisfactory financial condition or has disregarded his obligations with respect to progress payments under other Government contracts to such a degree as to endanger recoupment of progress payments under the current contract.

(c) The term "unliquidated progress payments" means progress payments made which have not been liquidated by actual delivery and acceptance by the Government of end items for which partial payments have been made to the contractor.

§ 201.131 Statement in invitation for bids.

Each formal invitation to bid shall contain a statement substantially as follows, unless the contracting officer determines the contract will not exceed $10,000:

Availability of Progress Payments. Upon written request of the successful bidder or contractor, the Government will, if he is an eligible contractor under applicable regulations, make provision for progress payments to the contractor whenever the contracting officer considers:

a. That the period of time between starting performance and delivery of the first end items will exceed six months.

b. That contract performance is likely to involve expenditures prior to delivery of the first end items, having a material impact on the contractor's working funds or, in the case of progress payments first requested subsequent to award, involves expenditures having such impact.

c. The bidder shall state whether or not his bid is conditioned on the availability of progress payments or whether his bid is firm even though progress payments will not be available.

d. The need for progress payments on the foregoing basis will not be considered a handicap or an adverse factor in awarding contracts hereunder.

§ 201.132 Basis for progress payments.

The following statements shall be inserted in all contracts under which progress payments are available and shall constitute the basis for making progress payments:

(a) *Computation of amounts.* (1) Unless a smaller amount is requested, each progress payment shall be 90 percent of the contractor's cumulative costs of direct labor performed and material including equipment acquired for performance of this contract; less the sum of previous progress payments. In no event, however, may the amount of unliquidated progress payments exceed 60 percent of the total contract price of items and services not yet delivered, invoiced to and accepted by the Government; also, the aggregate amount of progress payments made may not exceed 60 percent of the total contract price.

(2) Contractor's costs above mentioned must be reasonable, allocable to this contract, and consistent with generally accepted accounting principles.

(b) *Recovery of progress payments.* Except as otherwise provided in this contract, payments by the Government for materials delivered, invoiced to and accepted by the Government shall be reduced by 60 percent and the amount of the reduction applied against progress payments previously made until such time as the total of all progress payments has been liquidated.

(c) *Reduction or suspension.* The Government reserves the right to withhold or reduce progress payments and to increase the liquidation rate if in the opinion of the contracting officer the contractor is in such unsatisfactory financial condition or has so failed to make progress as to endanger contract performance and recoupment of progress payments.

(a) *Title to material and work.* When any progress payment is made under this contract, title to material including equipment acquired and work performed under this contract shall vest in the Government, and title to all like property thereafter acquired or produced by the contractor and properly chargeable to this contract under generally accepted accounting practices shall vest in the Government. The contractor shall repay to the Government an amount equal to that portion of the unliquidated progress payments allocable to material lost, stolen, destroyed or damaged. Upon completion of performance of all obligations of the contractor under this contract, title to all property not delivered to and accepted by the Government under this contract and to which title had vested in the Government under this contract shall vest in the contractor. The Government shall have the right to examine at any reasonable time any property to which title has vested or may vest in the Government under this paragraph.

(e) *Records and reports.* The contractor shall maintain accurate books, records, accounts, and reports and shall furnish such statements and information as may be reasonably requested by the contracting officer. The Government shall be afforded reasonable opportunity to examine the contractor's books, records, reports and accounts as well as any property to which title has vested or may vest in the Government.

(f) *Default.* If this contract is terminated for default, the contractor shall, upon demand, pay to the Government the amount of unliquidated progress payments, less any amounts payable to the contractor in accordance with the default clause.

(g) *Reservation of rights.* The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(h) *Surety bond.* Unless the contracting officer determines that the Government is adequately protected against risk or loss on account of progress payments made under this contract, the contractor shall furnish a surety bond in the form prescribed by the Government in the amount of maximum progress payments authorized to be outstanding at any one time under this section.

§ 201.133 Contracts under $10,000.

Normally contracts under $10,000 will not be considered for progress payments except when a contractor has a number of separate contracts aggregating $10,000 or more.

§ 201.134 Applicability.

The rules contained in § 201.130 to 201.133 shall apply only to procurement contracts approved and awarded by the

Bureau of Facilities contracting officers, Headquarters, Washington 25, D.C.

[SEAL] HERBERT B. WARBURTON,
General Counsel.

[F.R. Doc. 59-4450; Filed, May 26, 1959; 8:51 a.m.]

Title 43—PUBLIC LANDS: INTERIOR

Chapter I—Bureau of Land Management, Department of the Interior

APPENDIX—PUBLIC LAND ORDERS

[Public Land Order 1859]

[82163]

ARIZONA

Partially Revoking Reclamation Withdrawal of March 14, 1929 (Colorado River Storage Project)

By virtue of the authority vested in the Secretary of the Interior by section 3 of the Act of June 17, 1902 (32 Stat. 388; 43 U.S.C. 416), it is ordered as follows:

1. The departmental order of March 14, 1929, which withdrew lands in Arizona for reclamation purposes in the first form, in connection with the Colorado River Storage Project, is hereby revoked so far as it affects the following-described lands:

GILA AND SALT RIVER MERIDIAN

T. 7 S., R. 14 W.,
Sec. 24, NE¼, S½NW¼, N½SW¼, SE¼ SW¼ and SE¼;
Sec. 25, N½NE¼ and SE¼NE¼.

The areas described aggregate 640 acres.

2. The lands are included in desert land entries Phoenix 062362 and 062363.

ROGER ERNST,
Assistant Secretary of the Interior.

MAY 20, 1959.

[F.R. Doc. 59-4412; Filed, May 26, 1959; 8:46 a.m.]

Chapter II—Bureau of Reclamation, Department of the Interior

PART 414—DISPOSAL OF FEDERAL PROPERTIES IN BOULDER CITY, NEVADA

A notice of intention to issue regulations pertaining to the disposal of Federal properties in Boulder City, Nevada, was published in the FEDERAL REGISTER of April 9, 1959 (24 F.R. 2739). Interested persons were invited to submit, within 30 days of that date, comments, suggestions or objections with respect to the proposed regulation, the text of which appeared with the notice. No comments, suggestions or objections have been received. However, the last sentence of § 414.9 has been administratively revised to read, following the word "and" in the last sentence, as follows: "at the option of the purchaser, the installments then remaining unpaid will be adjusted accordingly, or the unpaid balance will be reduced by the amount of the reduction in the purchase price." As the consequence of the foregoing change, purchasers whose unpaid balances are in excess of the reduction of ten percent granted for incorporation by September 2, 1962, would be entitled to make payment in one of two ways. The first of these would be the payment of a smaller installment over the period set for the payment of the original, unreduced purchase price. The second of these would be the payment of the same monthly installment after the reduction from the purchase price is granted but over a correspondingly shorter period.

Since there is intense interest on the part of local residents, many of whom would be eligible to purchase the dwellings in which they presently reside, to acquire properties to be sold in accordance with the procedures provided for in these regulations, they will become effective upon publication in the FEDERAL REGISTER.

The proposed regulations are hereby adopted with the revision mentioned above and are set forth below.

FRED A. SEATON,
Secretary of the Interior.

MAY 21, 1959.

A new Part 414 is added to Title 43, Chapter II, reading as follows:

Sec.
414.1 Purpose.
414.2 Definitions.
414.3 Property to be transferred without cost.
414.4 Structures to be sold; lots to be leased.
414.5 First priorities.
414.6 Second priorities.
414.7 Conditions of sale to first and second priority purchasers.
414.8 Purchases by the general public.
414.9 Reduction in the purchase price because of incorporation.
414.10 Sale of structures unsold at time of incorporation and land on which situated.
414.11 Sale of leased lands after June 30, 1963.
414.12 Notice to lessees concerning option to purchase.

AUTHORITY: §§ 414.1 to 414.12 issued under sec. 15, 72 Stat. 1726.

§ 414.1 Purpose.

The purpose of this part is to supplement the Boulder City Act of 1958 (72 Stat. 1726), and to assist in carrying out the provisions of that Act relating to the sale of certain Federal properties in Boulder City, Nevada, and to facilitate the establishment of a municipal corporation under Nevada laws, in order that the people of that area may enjoy local self-government.

§ 414.2 Definitions.

As used in this part, the term:

(a) "Regional Director" means the Regional Director, Region 3, Bureau of Reclamation, or any person designated by him to act in his behalf.

(b) "City Manager" means the City Manager, Boulder City, Nevada, an employee of the United States Department of the Interior.

(c) "Act" means the Boulder City Act of 1958 (72 Stat. 1726).

(d) "Boulder City municipal area" means the unincorporated area in the State of Nevada as that area is defined in section 2(c) of the Act.

(e) "Near the Boulder City municipal area" means that area which lies within a radius of fifteen (15) miles from the City Hall of Boulder City, Nevada.

(f) "Municipality" means Boulder City, Nevada, after its incorporation as a municipality under the laws of the State of Nevada.

(g) "Persons employed by the Federal Government within the Boulder City municipal area" includes:

(1) Persons who retired and who were so employed immediately prior to their retirement;

(2) Persons who were so employed on May 15, 1958, but who, because of a reduction in force, have ceased being so employed at the time property is offered for sale under §§ 414.5 and 414.6, and

3. Persons who have been so employed but who are, at the time property is offered for sale under §§ 414.5 and 414.6, temporarily absent on other assignment (including foreign assignments) in the interest or for the convenience of the Federal Government. For the purpose of § 414.6, persons referred to in subparagraphs (1), (2), and (3) of this paragraph shall be limited to those whose permanent residence is within the Boulder City municipal area.

(h) "Dwelling houses" and "duplex units" include all furniture therein which is owned by the United States and all fixtures and appurtenances attached or pertaining thereto, as well as any garage located on the same lot occupied by the dwelling house or duplex unit.

§ 414.3 Property to be transferred without cost.

(a) The Regional Director shall determine what structures and land owned by the United States may be leased, under section 3(e)(2) of the Act, to the corporation owning and operating the Boulder City Hospital and may lease said structures and land to said corporation. Upon incorporation of Boulder City, Nevada, the Regional Director may transfer title to the structures so leased and the land on which said structures are situated, to the municipality without cost, subject to existing leases, in accordance with said section 3(e)(2) of the Act.

(b) The Regional Director may transfer to the appropriate school district, pursuant to section 5(b) of the Act, all right, title, and interest of the United States to all the school buildings and related equipment and facilities, and to lands upon which they are situated, owned by the United States in the Boulder City municipal area.

(c) The Regional Director shall:

(1) Transfer to the municipality all activities and functions of a municipal character in accordance with section 5(a) of the Act;

(2) Transfer to the municipality, pursuant to section 5(c) of the Act, real and personal property, including, but not limited to, buildings, lands, equipment, facilities, works, and utilities, owned by the United States, and used primarily

in the performance of activities and functions to be transferred under subparagraph (1) of this paragraph; and

(3) Assign to the municipality any contract, executed on behalf of the United States, which he determines, pursuant to section 5(d) of the Act, concerns activities or functions to be transferred under subparagraph (1) of this paragraph: *Provided, however,* That, pursuant to section 5(d) of the Act, the acceptance of any such assignment by the municipality shall be a condition precedent to the transfer of property under subparagraph (2) of this paragraph.

§ 414.4 Structures to be sold; lots to be leased.

The Regional Director shall (a) designate those dwelling houses or duplex units owned by the United States within the Boulder City municipal area, which are not needed in connection with Federal activities or functions; (b) fix the time for offering for sale the designated structures as well as multiple-unit garages and apartment houses, together with furniture, fixtures and appurtenances as are owned by the United States within the Boulder City municipal area; (c) lease the lots on which the structures sold pursuant to this section are situated, and (d) make any determinations required by the provisions of this section.

§ 414.5 First priorities.

(a) Dwelling houses and duplex units: (1) Persons employed by the Federal Government within or near the Boulder City municipal area (and surviving spouses of such persons who have not remarried) and who are tenants in federally owned dwelling houses or duplex units in Boulder City on the date such property is offered for sale in the manner set out in subparagraph (2) of this paragraph, shall have a first priority to purchase the property in which they are tenants at the appraised value thereof.

(2) Offers for sale of such structures shall be indicated by the publication in a newspaper published in Boulder City of the names of the persons in the first priority group, identification of the dwelling houses and duplex units to which the priorities apply, and the appraised value of each of said dwelling houses and duplex units as well as the appraised value of each of the lots on which such structures are situated, as determined pursuant to the Act, and the rental rate to be charged for each of said lots under a lease to be executed by the purchaser of the structure on said lot prior to the transfer of title to the structure. The publication shall be repeated in not less than two (2) additional consecutive issues of the Boulder City newspaper. During the publication period the City Manager shall post at the City Hall and Post Office copies of the information published.

(3) The purchaser of a duplex unit shall be responsible for sharing in the cost of maintenance of the common wall, and the water and sewer lines common to both units of the duplex house.

(b) Exercise of priority rights: First priority rights shall:

(1) Expire unless notice of intent to purchase the structures is received by the City Manager on a form to be supplied by him, before the expiration of sixty (60) days from the date of the first publication of the offer for sale.

(2) Be deemed abandoned unless the prospective purchaser concludes the sale within sixty (60) days after the tender of the instrument of purchase. The instrument of purchase shall be deemed to be tendered to the purchaser if mailed to his last known address by registered or certified mail.

(c) Priority rights may be exercised only once. A purchase shall render the purchaser and any spouse of such purchaser ineligible thereafter to purchase under this section or § 414.6.

§ 414.6 Second priorities.

(a) Available structures: Structures not purchased under the first priorities described in § 414.5 shall be offered for sale at their appraised value to persons who at the time such structures are offered for sale are employed by the Federal Government within or near the Boulder City municipal area.

(b) Manner of selecting second priority group: Offers for sale of such structures to such persons shall be indicated by the City Manager by the publication in the newspaper published in Boulder City of the addresses of the structures available and their approved values. The publication shall be repeated in not less than two (2) additional consecutive issues of the Boulder City newspaper. During the publication period the City Manager shall post at the City Hall and the local Post Office copies of the information published. Applicants to purchase under the second priority group shall be placed in order of opportunity to choose pursuant to a public drawing, as provided for in section 3(b)(2) of the Act, to be held at a time specified in the notice. The offers for sale shall specify that persons who consider themselves eligible to participate in the drawing shall submit applications to purchase to the City Manager at least four (4) days prior to the date of the public drawing on a form provided by the City Manager. The City Manager shall make the final determination as to eligibility to participate in the drawing and to purchase hereunder and shall post a list in the City Hall and the local Post Office of those persons so determined to be eligible. In accordance with the requirements of section 3(b)(2) of the Act, spouses of such applicants shall not be entitled to apply.

(c) Public drawing: In conducting the public drawing, the following procedures shall be observed:

(1) At the public drawing, the names of all applicants who have been determined by the City Manager to be eligible to participate shall be placed in a single container and withdrawn one at a time on a random basis. A list designating order of preference shall be prepared showing each name in the order in which it is drawn. The City Manager may, in order to facilitate selection of properties, divide the list into two or more groups of not more than twenty (20) names each in the order drawn. The persons, or their representatives, who participate in the drawing, or the first of the several groups of such persons, shall meet at a time and place designated by the City Manager on a day not less than five (5) days nor more than fifteen (15) days after the date of the drawing to exercise their preference to select property pursuant to the drawing. If there are two or more groups of persons, the second and subsequent group shall meet to exercise their preference to select properties on the seventh day after the day on which the next preceding group has met. A list of the properties selected shall be posted in the City Hall and in the local Post Office not later than one day following the date on which selections are made.

(2) The City Manager shall post in the Post Office and other public places in the area and otherwise bring to the attention of persons eligible to select property pursuant to the drawing, information as to the order of preference established pursuant to the drawing, the groups, if any, established to facilitate the selection process and the date or dates on which eligible persons or groups of persons shall meet to exercise their preferences to select properties for purchase.

(3) At 10:00 a.m. local time on the date on which selections are to be made, those persons eligible to select shall meet at the designated place and make their selections in order of preference. Any preference right not exercised on the prescribed day shall be forfeit.

(d) Exercise of priority rights: The second priority rights shall be deemed abandoned unless the prospective purchaser concludes the sale within sixty (60) days after the tender of the instrument of purchase. The instrument of purchase shall be deemed to be tendered to the purchaser if mailed to his last known address by registered or certified mail.

(e) Priority rights may be exercised only once. A purchase shall render the purchaser and any spouse of such purchaser ineligible thereafter to purchase under § 414.5 and shall render the purchaser ineligible thereafter to purchase under this section.

§ 414.7 Conditions of sale to first and second priority purchasers.

(a) A purchaser in the first priority group must deposit the sum of one hundred dollars ($100.00) with the City Manager at the time he files his notice of intent to purchase the structure in which he is a tenant pursuant to § 414.5(b)(1). A purchaser in the second priority group must deposit the sum of one hundred dollars ($100.00) with the City Manager at the time he makes his selection pursuant to § 414.6(c)(3). Each deposit will be credited toward the purchase price of the structure at the time the sale is concluded: *Provided, however,* That if the purchaser fails for any reason whatsoever to conclude the sale, this deposit shall be retained by the United States as payment for the costs incurred by it in processing the purchaser's notice of intent, or selection, and in processing

the deposit. The deposit shall be made by cash, certified check, cashier's check, bank draft, irrevocable commercial letter of credit issued by a bank established in the United States, postal or express money order, payable to the Bureau of Reclamation.

(b) Each purchaser in the first and second priority groups must make his own arrangements for financing his purchase: *Provided, however,* That if he is unable to obtain financing on reasonable terms he shall so advise the City Manager in writing and shall provide him with the names of not less than three (3) lending institutions to which he has applied and the terms and conditions, if any, offered by each lending institution and shall indicate whether or not he desires the City Manager to accept his deposit and note and first mortgage in accordance with section 3(h) of the Act. For the purpose of this section, "reasonable terms" shall be similar to the terms set out in the proviso to paragraph (c) of this section.

(c) The Regional Director shall, at the time the structures are offered for sale and from time to time thereafter, determine whether financing on reasonable terms is available. In the event that the Regional Director shall find that financing on reasonable terms of the purchases referred to in paragraph (b) of this section is not available from other sources, he shall so advise the City Manager and the City Manager may, in order to facilitate the sale of the structures to be sold hereunder, accept, in partial payment of the purchase price of the property, notes secured by first mortgages, in such form and on such terms and conditions as in his opinion are appropriate: *Provided, however,* That the maturity and percentage of appraised value in connection with such notes and mortgages shall not exceed those prescribed under section 223(a) of the National Housing Act, as amended, and the interest rate shall equal the interest rate plus the premium being charged (and any periodic service charge being authorized by the Federal Housing Commissioner for properties of similar character) under section 223(a) of the National Housing Act, as amended, at the effective date of such notes and mortgages.

§ 414.8 Purchases by the general public.

(a) *Available structures.* Structures not sold under the first or second priorities, as well as such multiple unit garages, and such apartment houses, together with furnitures, fixtures, and appurtenances as are owned by the United States within the Boulder City municipal area, shall be offered for sale to the general public and sold to the highest responsible bidder as determined by the Regional Director.

(b) *Manner and conditions of public sales.* (1) Invitations for the general public to bid on structures offered for sale to the highest responsible bidder shall be advertised for a period of not less than thirty (30) days prior to the date of sale, in not less than three (3) newspapers of general circulation in the area, including at least one such newspaper published in Boulder City, Nevada, and shall be posted in the City Hall, post offices and other public places within a radius of thirty (30) miles of Boulder City, Nevada, and may be circulated through other news media.

(2) Invitations to bid, which shall specify the structures offered for sale, may be obtained from the Regional Director.

(3) Sealed bids will be received by the Regional Director for thirty-seven (37) days from the date of issue of the advertisement for bids and will then be opened. Awards will be made as soon thereafter as, in the Regional Director's opinion, is practicable.

(4) A deposit of ten per centum (10%) of the total amount bid shall accompany the bid to guarantee purchase. Such deposit shall be made by cash, certified check, cashier's check, bank draft, irrevocable commercial letter of credit issued by a bank established in the United States, postal or express money order, payable to the Bureau of Reclamation. In the event of any default by the successful bidder or any failure of the successful bidder to comply with all terms and conditions of the sale, the deposit made by the bidder shall not be refundable. Deposits accompanying bids by unsuccessful bidders shall be returned within thirty-five (35) calendar days after the date the bids are opened.

(5) No bid may be withdrawn within thirty (30) calendar days from the date the bids are opened and will, during that time, remain firm and irrevocable. If a bid is accepted, the bidder will return to the Regional Director an executed contract of sale, on a form to be provided by the Regional Director, within fifteen (15) days after notice of the award thereof has been mailed to the address stated in his bid by certified or registered mail. The successful bidder shall pay to the United States the purchase price of the structure in accordance with the invitation and his bid.

(6) In the event of identical bids, award shall be made by lot under conditions prescribed by the Regional Director.

(7) The Regional Director shall have the right to waive any irregularities in bidding.

(8) Where the total sale price of any structure sold under this section is $2,000 or less, the purchaser shall pay to the United States the balance of the purchase price not later than the time established in subparagraph (5) of this paragraph for concluding the sale.

(9) Where the total sale price is more than $2,000, the ten per centum (10%) deposit, which accompanies the bid shall constitute the down payment and the balance of the purchase price shall be payable in not more than ninety (90) days from the time established in subparagraph (5) of this paragraph for concluding the sale.

§ 414.9 Reduction in the purchase price because of incorporation.

In the event that incorporation of Boulder City, Nevada, is effected prior to September 2, 1962, persons purchasing dwelling houses or duplex units in accordance with sections 3(b)(1) and 3(b)(2) of the Act or their successors, assigns, or legal representatives, shall be entitled to a reduction in the purchase price, or a rebate as appropriate, of ten per centum (10%), except that no person who has purchased a house under the Act of May 25, 1948 (62 Stat. 268), shall be eligible for such reduction. If a sale shall have been concluded prior to said incorporation, an appropriate rebate will be made where the purchase price has been paid in full to the United States or where the amount of the reduction in the purchase price exceeds the unpaid balance owed by the purchaser to the United States. Where the amount of the reduction in the purchase price is less than the unpaid balance owed by the purchaser to the United States, the unpaid balance will be reduced by the amount of the reduction in the purchase price and at the option of the purchaser, the installments then remaining unpaid will be adjusted accordingly, or the unpaid balance will be reduced by the amount of the reduction in the purchase price.

§ 414.10 Sale of structures unsold at time of incorporation and land on which situated.

The Regional Director may sell, pursuant to section 3(g) of the Act, any structure authorized to be sold pursuant to section 3 of the Act which is unsold at the time of incorporation of Boulder City, Nevada, together with the land on which such structure is situated. Such sales shall be made, as near as may be, in accordance with the procedures and the system of priority established in §§ 414.5 to 414.8, inclusive. Where applicable, the appraised value shall be the combined appraised value of structure and land.

§ 414.11 Sale of leased lands after June 30, 1963.

(a) After June 30, 1963, unless incorporation of Boulder City, Nevada, shall previously have been achieved, the Regional Director may:

(1) Negotiate the sale to the lessees thereof of all leased lands within the Boulder City municipal area, and

(2) Sell to the highest responsible bidder, at not less than the appraised value as determined by the Regional Director, any other lands within the Boulder City municipal area not needed for Federal purposes, including the purposes of the Act.

§ 414.12 Notice to lessees concerning option to purchase.

Lessees of lots within the Boulder City municipal area, referred to in sections 3(f)(1) and 4(a) of the Act, on which structures sold under section 3 of the Act are situated or on which privately owned improvements are located and lessees of unimproved lands within the Boulder City municipal area as the Regional Director determines are not required in connection with Federal activities or functions may request of the City Manager that such leases be amended to provide an option to purchase the leased lots in accordance with the provisions of section 4(a) of the Act.

[F.R. Doc. 59-4471; Filed, May 26, 1959; 8:52 a.m.]

Title 49—TRANSPORTATION

Chapter I—Interstate Commerce Commission

SUBCHAPTER B—CARRIERS BY MOTOR VEHICLE

[No. MC–C–258]

PART 170—COMMERCIAL ZONES

Kansas City, Mo.-Kansas City, Kans. Commercial Zone

At a session of the Interstate Commerce Commission, Division 1, held at its office in Washington, D.C., on the 14th day of May A.D. 1959.

It appearing, that on April 7, 1952, the Commission, Division 5, made and filed in this proceeding a second report on further consideration, 54 M.C.C. 288, and an order defining the limits of the zone adjacent to and commercially a part of Kansas City, Mo.-Kansas City, Kans.;

It further appearing, that, by petition dated July 11, 1957, as amended September 5, 1957, the Chamber of Commerce of Kansas City, by joint petition dated August 2, 1957, Pacific Intermountain Express, Inc., Bruce Motor Freight, Inc., Cassell Transfer & Storage Co., Felten Truck Line, Inc., Graves Truck Lines, Inc., Brady Motorfrate, the Chief Freight Lines Co., and Transamerican Freight Lines, Inc., by joint petition dated August 3, 1957, Peck-Woolf Sand & Gravel Co., Inc., Holliday Sand & Gravel Co., Inc., a division of List & Clark Construction Co., Inc., Builders Sand Co., Inc., Superior Sand & Gravel Co., and Kroh Bros., Inc., and by petition dated March 3, 1958, Midwest Precote Company each seek redefinition and extension of the said commercial zone limits;

It further appearing, that a Notice of Proposed Rule Making affecting the Kansas City, Mo.-Kansas City, Kans., commercial zone limits was issued on October 2, 1958, and published in the FEDERAL REGISTER on November 7, 1958 (23 F.R. 8701).

And it further appearing, that section 203(b)(8) of the Interstate Commerce Act (49 U.S.C. 303(b)(8)) and the transportation of passengers and property by motor vehicle, in interstate or foreign commerce, wholly within a municipality or between contiguous municipalities, or within a zone adjacent to and commercially a part of such municipality being under consideration, and good cause appearing therefor;

It is ordered, That said proceeding be, and it is hereby, reopened for further consideration;

It is further ordered, That § 170.8 *Kansas City, Mo.-Kansas City, Kans.*, entered in this proceeding on April 7, 1952 (49 CFR § 170.8) be, and it is hereby, vacated and set aside and the following is substituted in lieu thereof:

§ 170.8 Kansas City, Mo.-Kansas City, Kans.

The zone adjacent to and commercially a part of Kansas City, Mo.-Kans., within which transportation by motor vehicle, in interstate or foreign commerce, not under a common control, management, or arrangement for a continuous carriage or shipment to or from a point beyond such zone, is partially exempt, under section 203(b)(8) of the Interstate Commerce Act (49 U.S.C. 303(b)(8)), from regulation, includes and is comprised of all points in the area bounded by a line as follows:

Beginning on the north side of the Missouri River at the western boundary line of Parkville, Mo., thence along the western and northern boundaries of Parkville to Kansas Highway 9, thence north along Kansas Highway 9 to junction U.S. Highway 71, thence north along U.S. Highway 71 to the southern limits of the Mid-Continent International Airport, thence along the southern, western, northern and eastern boundaries of said Airport to U.S. Bypass 71, thence east along U.S. Bypass 71 to Liberty, Mo., thence along the northern and eastern boundaries of Liberty to U.S. Bypass 71, thence south along U.S. Bypass 71 to Sugar Creek Road (4N), thence east along Sugar Creek Road (4N) to a common junction thereof with U.S. Highway 24 and an unnumbered highway, thence southeast over such unnumbered highway to its junction with Jones Road, thence south on Jones Road to its junction with Necessary Road, thence south on Necessary Road to its junction with Holke Road, thence west on Holke Road to Kiger Road, thence south on Kiger Road to Evans & Sheley Lane, thence east on Evans & Sheley Lane to County Road 10E, thence south on County Road 10E to the northern limits of Lees Summit, Mo., thence along the northern, eastern, and southern boundaries of Lees Summit to County Road 10S (Longview Road), thence west on County Road 10S to junction Raytown South Road (5E), thence south on Raytown South Road (5E) to Missouri Highway 150, thence west on Missouri Highway 150 to the eastern boundary of Richards-Gebaur Air Force Base, thence along the eastern, southern, and western boundaries of said Air Force Base to Missouri Highway 150, thence west along Missouri Highway 150 to the Kansas-Missouri State line, thence north along the Kansas-Missouri State line to 110th Street, thence west along 110th Street to junction U.S. Highway 69, thence north along U.S. Highway 69 to junction 103d Street, thence west along 103d Street to junction Pflumm Road, thence north along Pflumm Road to Lenexa, Kans., thence along the southern, western, and northern boundaries of Lenexa to Pflumm Road, thence north along Pflumm Road to junction Kansas Highway 10, thence west on Kansas Highway 10 to junction Kansas Highway 7, thence north on Kansas Highway 7 to Bonner Springs, Kans., thence along the southern, eastern and northern boundaries of Bonner Springs to junction Kansas Highway 7, thence north on Kansas Highway 7 to junction Kansas Highway 32, thence east on Kansas Highway 32 to junction 65th Street, thence north along 65th Street to junction U.S. Highway 24, thence east along U.S. Highway 24 to junction 64th Street Terrace, thence north along 64th Street Terrace to Parallel Road, thence west along Parallel Road to 81st Street, thence north along 81st Street to junction Kansas Highway 5, thence east along Kansas Highway 5 to 77th Street, thence north along 77th Street and its continuation, Pomeroy Drive, northwestly to junction 79th Street, thence north along 79th Street to junction Wolcott Drive at Pomeroy, Kans., thence due west 1.3 miles to junction unnamed road, thence north along such unnamed road to the entrance to the Powell Port facility, thence due north to the southern bank of the Missouri River, thence east along the southern bank of the Missouri River to a point directly across from the western boundary of Parkville, Mo., thence across the Missouri River to point of beginning.

(49 Stat. 546, as amended; 49 U.S.C. 304. Interprets or applies 49 Stat. 543, as amended, 544, as amended; 49 U.S.C. 302, 303)

And it is further ordered, That this order shall become effective July 1, 1959, and shall continue in effect until the further order of the Commission.

And it is further ordered, That notice of this order shall be given to the general public by depositing a copy thereof in the office of the Secretary of the Commission at Washington, D.C. and by filing a copy with the Director, Office of the Federal Register.

By the Commission, Division 1.

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

[F.R. Doc. 59–4417; Filed, May 26, 1959; 8:47 a.m.]

PROPOSED RULE MAKING

DEPARTMENT OF THE TREASURY

Internal Revenue Service

[26 CFR (1954) Parts 270, 275]

CIGARS AND CIGARETTES; MANUFACTURED TOBACCO

Manufacturers, Importers, and Dealers

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 final adoption of such regulations, consideration will be given to any data, views, or arguments pertaining thereto which are submitted in writing, in duplicate, to the Director, Alcohol and Tobacco Tax Division, Internal Revenue Service, Washington 25, D.C., within the period of 30 days from the date of publication of this notice in 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 implement the provisions of the Internal Revenue Code of 1954, as amended by section 202 of the Excise Tax Technical Changes Act of 1958 (Public Law 85–859, 72 Stat. 1275), and to make certain editorial, clarifying, and conforming changes, regulations in 26 CFR

Parts 270 and 275 are amended as follows:

PARAGRAPH 1. 26 CFR Part 270 is amended as follows:

(A) Section 270.18 is amended to read as follows:

§ 270.18 Dealer in tobacco materials.

"Dealer in tobacco materials" shall mean any person who receives and handles tobacco materials for sale, shipment, or delivery to another dealer in such materials, to a manufacturer to tobacco products, or to a foreign country, Puerto Rico, the Virgin Islands, or a possession of the United States, or who receives tobacco materials, other than stems and waste, for use by him in the production of fertilizer, insecticide, or nicotine. The term "dealer in tobacco materials" shall not include (a) an operator of a warehouse who stores tobacco materials solely for a qualified dealer in tobacco materials, for a qualified manufacturer of tobacco products, for a farmer or grower of tobacco, or for a bona fide association of farmers or growers of tobacco; (b) a farmer or grower of tobacco with respect to the sale of leaf tobacco of his own growth or raising, or a bona fide association of farmers or growers of tobacco with respect to sales of leaf tobacco grown by farmer or grower members, if the tobacco so sold is in the condition as cured on the farm: *Provided*, That such association maintains records of all leaf tobacco acquired or received and sold or otherwise disposed of by the association, in accordance with Part 280 of this subchapter; (c) a person who buys leaf tobacco on the floor of an auction warehouse, or who buys leaf tobacco from a farmer or grower, and places the tobacco on the floor of such a warehouse, or who purchases and sells warehouse receipts without taking physical possession of the tobacco covered thereby; or (d) a qualified manufacturer of tobacco products with respect to tobacco materials received by him under his bond as such a manufacturer.

(B) Section 270.22 is amended to read as follows:

§ 270.22 Importer.

"Importer" shall mean any person in the United States to whom nontaxpaid cigars or cigarettes manufactured in a foreign country, Puerto Rico, the Virgin Islands, or a possession of the United States are shipped or consigned; any person who removes cigars or cigarettes for sale or consumption in the United States from a customs bonded manufacturing warehouse; and any person who smuggles or otherwise unlawfully brings cigars or cigarettes into the United States.

(C) A new § 270.24a to read as follows is inserted immediately after § 270.24:

§ 270.24a Internal revenue officer.

"Internal revenue officer" shall mean an officer or employee of the Treasury Department duly authorized to perform any function relating to the administration or enforcement of this part.

(D) A new § 270.27a to read as follows is inserted immediately after § 270.27:

§ 270.27a Manufactured tobacco.

"Manufactured tobacco" shall mean tobacco (other than cigars and cigarettes) prepared, processed, manipulated, or packaged, for removal, or merely removed, for consumption by smoking or for use in the mouth or nose, and any tobacco (other than cigars and cigarettes), not exempt from tax under Chapter 52, I.R.C., sold or delivered to any person contrary to the provisions of such chapter or regulations thereunder.

(E) Section 270.28 is amended to read as follows:

§ 270.28 Manufacturer of cigars and cigarettes.

"Manufacturer of cigars and cigarettes" shall mean any person who manufactures cigars and cigarettes. The term "manufacturer of cigars and cigarettes" shall not include a person who produces cigars or cigarettes solely for his own personal consumption or a proprietor of a customs bonded manufacturing warehouse with respect to the operations of such warehouse.

(F) Section 270.29 is amended to read as follows:

§ 270.29 Manufacturer of tobacco.

"Manufacturer of tobacco" shall mean any person who prepares, processes, manipulates, or packages, for removal, or merely removes, tobacco (other than cigars and cigarettes) for consumption by smoking or for use in the mouth or nose, or who sells or delivers any tobacco (other than cigars and cigarettes) contrary to the provisions of Chapter 52, I.R.C., or regulations thereunder. The term "manufacturer of tobacco" shall not include (a) a person who in any manner prepares tobacco solely for his own personal consumption or use; (b) a proprietor of a customs bonded manufacturing warehouse with respect to the operation of such warehouse; (c) a farmer or grower of tobacco with respect to the sale of leaf tobacco of his own growth or raising, if it is in the condition as cured on the farm; or (d) a bona fide association of farmers or growers of tobacco with respect to sales of leaf tobacco grown by farmer or grower members, if the tobacco so sold is in the condition as cured on the farm, and if the association maintains records of all leaf tobacco, acquired or received and sold or otherwise disposed of, in accordance with Part 280 of this subchapter.

(G) A new § 270.29a to read as follows is inserted immediately after § 270.29:

§ 270.29a Manufacturer of tobacco products.

"Manufacturer of tobacco products" shall mean any person who manufactures cigars or cigarettes, or who prepares, processes, manipulates, or packages, for removal, or merely removes, tobacco (other than cigars and cigarettes) for consumption by smoking or for use in the mouth or nose, or who sells or delivers any tobacco (other than cigars and cigarettes) contrary to the provisions of Chapter 52, I.R.C., or regulations thereunder. The term "manufacturer of tobacco products" shall not include (a) a person who in any manner prepares tobacco, or produces cigars or cigarettes, solely for his own personal consumption or use; (b) a proprietor of a customs bonded manufacturing warehouse with respect to the operation of such warehouse; (c) a farmer or grower of tobacco with respect to the sale of leaf tobacco of his own growth or raising, if it is in the condition as cured on the farm; or (d) a bona fide association of farmers or growers of tobacco with respect to sales of leaf tobacco grown by farmer or grower members, if the tobacco so sold is in the condition as cured on the farm, and if the association maintains records of all leaf tobacco, acquired or received and sold or otherwise disposed of, in accordance with Part 280 of this subchapter.

(H) Section 270.36 is amended to read as follows:

§ 270.36 Removal or remove.

"Removal" or "remove" shall mean the removal of cigars or cigarettes or tobacco materials from the factory, or release from customs custody, and shall also include the smuggling or other unlawful importation of such nontaxpaid cigars and cigarettes into the United States.

§ 270.37 [Deletion]

(I) Section 270.37 is deleted.

(J) Section 270.44 is amended to read as follows:

§ 270.44 Tobacco materials.

"Tobacco materials" shall mean tobacco other than manufactured tobacco, cigars, and cigarettes and shall include tobacco in process, Perique, Black Fat, leaf tobacco, and tobacco scraps, cuttings, clippings, siftings, stems, and waste.

§ 270.60 [Amendment]

(K) Section 270.60 is amended by adding a second sentence reading as follows: "Cigars not exempt from tax under this part which are removed but not intended for sale shall be taxed at the same rate as similar cigars removed for sale."

§ 270.61 [Amendment]

(L) Section 270.61 is amended by striking the third sentence and inserting, in lieu thereof, the following new sentence: "In determining the retail price, for tax purposes, regard shall be had to the ordinary retail price of a single cigar in its principal market, exclusive of any State or local taxes imposed on the retail sale of cigars."

(M) A new § 270.63a to read as follows is inserted immediately after § 270.63:

§ 270.63a Persons liable for tax.

The manufacturer or importer of cigars and cigarettes shall be liable for the taxes imposed thereon by section 5701, I.R.C.: *Provided*, That when cigars and cigarettes are transferred, without payment of tax, pursuant to section 5704, I.R.C., to the bonded premises of another manufacturer or an export warehouse proprietor, the transferee shall become liable for the tax upon receipt by him of such cigars and ciga-

rettes and the transferor shall thereupon be relieved of his liability for such tax. When cigars and cigarettes are released in bond from customs custody for transfer to the bonded premises of a manufacturer of cigars and cigarettes, the transferee shall become liable for the tax on such products upon release from customs custody and the importer shall thereupon be relieved of his liability for such tax. Any person who possesses cigars and cigarettes in violation of section 5751(a) (1) or (2), I.R.C., shall be liable for a tax equal to the tax on such products.

(72 Stat. 1417, 1424; 26 U.S.C. 5703, 5751)

(N) Section 270.64 and the headnote are amended to read as follows:

§ 270.64 Determination of tax and method of payment.

The taxes imposed on cigars and cigarettes shall be determined at the time of removal of such products. The tax imposed on cigarettes shall be paid by the manufacturer or the importer by the affixture of internal revenue tax stamps to each package of such products before removal. The tax imposed on cigars shall be paid by the manufacturer or proprietor of a customs bonded manufacturing warehouse by return in accordance with the provisions of Subpart L of this part and by the importer (other than a proprietor of a customs bonded manufacturing warehouse) by return in accordance with the provisions of Subpart M of this part: *Provided*, That such manufacturer, proprietor, or importer of cigars, except where such cigars are imported in passengers' baggage or by mail where the value does not exceed $250, for the personal consumption of the importer or for disposition as his bona fide gift, shall have the option, in lieu of shifting over to the payment of tax by return, of continuing to pay the tax on cigars by the affixture of internal revenue tax stamps to each package of such products before removal. A manufacturer or proprietor of a customs bonded manufacturing warehouse who intends to pay the tax on cigars by return shall submit notice of such intention to the assistant regional commissioner, at least 5 days in advance of the day on which he desires to shift over to the return system. After exercising his option to pay the tax by return, the manufacturer or proprietor may not revert to the payment of such taxes by stamp.

(72 Stat. 1417; 26 U.S.C. 5703)

(O) Section 270.65 is amended to read as follows:

§ 270.65 Assessment.

Whenever any person required by law to pay tax on cigars and cigarettes fails to pay such tax in accordance with the provisions of this part, the tax shall be determined and assessed, subject to the limitations prescribed in section 6501, I.R.C., against such person. The tax so assessed shall be in addition to the penalties imposed by law for failure to pay such tax when required. Except in cases where delay may jeopardize collection of the tax, or where the amount is nominal or the result of an evident mathematical error, no such assessment shall be made until and after notice has been afforded such person to show cause against assessment. The person will be allowed 30 days from the date of such notice to show cause, in writing, against such assessment.

(72 Stat. 1417; 26 U.S.C. 5703)

(P) Section 270.70 and the headnote are amended to read as follows:

§ 270.70 Authority of internal revenue officers to enter premises.

An internal revenue officer may enter in the daytime any premises where cigars or cigarettes are produced or kept, so far as it may be necessary for the purpose of examining such products. When such premises are open at night, any internal revenue officer may enter them, while so open, in the performance of his official duties. The owner of such premises, or person having the superintendence of the same, who refuses to admit any internal revenue officer or permit him to examine such products shall be liable to the penalties prescribed by law for the offense.

(68A Stat. 872, 903; 26 U.S.C. 7342, 7606)

§ 270.71 [Amendment]

(Q) Section 270.71 is amended by inserting the word "internal" before the words "revenue officer".

§ 270.73 [Amendment]

(R) Section 270.73 is amended in the fifth sentence by striking the word "a" immediately preceding the expression "revenue officer" and inserting, in lieu thereof, the words "an internal".

(S) Section 270.90 is amended to read as follows:

§ 270.90 Issuance of permit.

If the application for permit, bond, and supporting documents, required under this part, are approved by him, the assistant regional commissioner shall issue a permit, Form 2096, to the manufacturer of cigars and cigarettes. The permit shall bear a number and shall fully set forth where the business of the manufacturer is to be conducted. The manufacturer shall retain such permit at all times within his factory and it shall be readily available for inspection by any internal revenue officer upon his request. Where the factory consists of more than one building, the permit shall be retained in the building in which the records, required by § 270.142, are kept.

(72 Stat. 1421; 26 U.S.C. 5713)

§ 270.122 [Amendment]

(T) Section 270.122 is amended by striking the first two sentences and inserting, in lieu thereof, the following new sentences: "The amount of the bond of a manufacturer of cigars and cigarettes shall be not less than the amount of the tax liability on such products manufactured in his factory, received from another factory, as provided in § 270.152, and released from customs custody, as provided in § 270.166, during the twelve months preceding the month in which the bond is to be filed, divided by twelve. In the case of a manufacturer commencing business, his production, receipts from other factories, and releases from customs custody shall be estimated for the purpose of this section."

§ 270.141 [Amendment]

(U) Section 270.141 is amended as follows:

(1) Paragraph (a), by striking the word "a" immediately preceding the expression "revenue officer" and inserting, in lieu thereof, the words "an internal".

(2) Paragraph (c), by inserting the word "internal" before the expression "revenue officer".

§ 270.142 [Amendment]

(V) Section 270.142 is amended in paragraph (a) as follows:

(1) By deleting the words "with the permit number of such dealer or manufacturer" from subdivisions (i) and (ii) of subparagraph (1) and inserting, in lieu thereof, "with the number of such dealer's establishment or the permit number of such manufacturer".

(2) By inserting the word "internal" before the expression "revenue officer" in the fifth sentence.

§ 270.143 [Amendment]

(W) Section 270.143 is amended as follows:

(1) Paragraph (a), by inserting the word "internal" before the expression "revenue officer" in the third sentence.

(2) Paragraph (d), by striking, in the first sentence, the word "a" immediately preceding the expression "revenue officer" and inserting, in lieu thereof, the words "an internal".

§ 270.144 [Amendment]

(X) Section 270.144 is amended as follows:

(1) Paragraph (a), by striking "removed for export," from the second sentence.

(2) Paragraph (c), by striking the words "removed for domestic consumption".

§ 270.148 [Amendment]

(Y) Section 270.148 is amended in paragraph (b) by inserting the word "internal" before the expression "revenue officer" in the fourth sentence.

(Z) Section 270.152 and the headnote are amended to read as follows:

§ 270.152 Transfer of cigars and cigarettes to another factory.

A manufacturer of cigars and cigarettes may transfer such products, under his bond, without payment of tax, to the bonded premises of any manufacturer of such products.

(72 Stat. 1418; 26 U.S.C. 5704)

§ 270.153 [Amendment]

(AA) Section 270.153 is amended in the second sentence by striking "§ 270.165" and inserting, in lieu thereof, "§ 270.164".

§ 270.154 [Amendment]

(BB) Section 270.154 is amended by striking the third sentence and inserting, in lieu thereof, the following new sen-

tence: "Where the manufacturer intends to file a claim for allowance or refund of tax, or redemption of the stamps, on the cigars or cigarettes to be reduced to materials, he shall follow the provisions of § 270.162a, § 270.164, or § 270.165, as the case may be."

§ 270.155 [Amendment]

(CC) Section 270.155 is amended as follows:

(1) By striking in the first sentence, the word "a" immediately preceding the expression "revenue officer" and inserting, in lieu thereof, the words "an internal".

(2) By striking the third sentence and inserting, in lieu thereof, the following new sentence: "If the products to be destroyed are contained in packages bearing stamps denoting the tax and the manufacturer desires to file claim for refund of the tax or redemption of the stamps, the applicable procedure in § 270.164 or § 270.165 shall be followed."

(DD) Section 270.160 is amended to read as follows:

§ 270.160 Destruction of tobacco materials.

Where a manufacturer of cigars and cigarettes desires to destroy tobacco materials other than stems and waste and obtain credit therefor in the records kept by him under § 270.142, he shall notify the assistant regional commissioner of the quantity of such tobacco materials and the date on which he desires the destruction to be accomplished. The assistant regional commissioner may assign an internal revenue officer to supervise the destruction of the tobacco materials or he may authorize their destruction without supervision. Such destruction shall be accomplished by burning, or by mixing thoroughly with lime, sulphur, bone dust, ashes, or other such substance, or by other equally suitable means. A manufacturer of cigars and cigarettes who desires to destroy stems and waste may do so in the manner provided above, without notification to the assistant regional commissioner.

(72 Stat. 1423; 26 U.S.C. 5741)

§ 270.162a [Amendment]

(EE) Paragraph (c) of § 270.162a is amended as follows:

(1) By striking, in the third sentence, the word "a" immediately preceding the expression "revenue officer" and inserting, in lieu thereof, the words "an internal".

(2) By inserting the word "internal" before the expression "revenue officer" in the fourth sentence.

(FF) Section 270.164 is amended to read as follows:

§ 270.164 Claim for refund of tax.

The taxes paid on cigars and cigarettes by the affixture of stamps or by assessment or on cigars on the basis of a return may be refunded (without interest) to the manufacturer on satisfactory proof that such manufacturer has paid the tax on the cigars and cigarettes (1) withdrawn by him from the market or (2) lost (otherwise than by theft) or destroyed, by fire, casualty, or act of God, while in the possession or ownership of the manufacturer. To obtain refund of tax under this section, claim for refund, Form 843, shall be filed with the assistant regional commissioner within six months after the date of the withdrawal from the market, loss, or destruction of the cigars and cigarettes to which the claim relates and shall be supported by evidence to establish that the claim is valid. Where the tax on cigars has been paid on the basis of a return, the claim shall include a statement that the tax imposed on cigars by Chapter 52, I.R.C., has been paid in respect to the cigars covered by the claim. Where the cigars and cigarettes are withdrawn from the market by the manufacturer and are in such condition as to permit identification of the product and determination of the tax paid, such cigars and cigarettes shall be assembled by the manufacturer (1) in or adjacent to the factory premises, if the cigars and cigarettes are to be received in the factory as product or reduced to material, or (2) at any suitable place, if the cigars and cigarettes are to be destroyed. The manufacturer shall group the cigars and cigarettes according to the kind of product and the rate of tax-paid and shall prepare a schedule, in duplicate, on Form 177 where the tax has been paid by stamp, or in letter form where the tax has been paid by assessment or on the basis of a return. The manufacturer shall request the assistant regional commissioner for the region in which the cigars and cigarettes are assembled to assign an internal revenue officer to inspect the cigars and cigarettes, verify the schedule thereof, and supervise or verify the receipt of the cigars and cigarettes into the factory or supervise their reduction to material or destruction, as the case may be. Upon completion of his assignment, the internal revenue officer shall execute an appropriate certificate on both copies of the schedule to show the disposition of the cigars, cigarettes, and stamps and return one copy of the completed schedule to the manufacturer which shall be attached to, and made a part of, the manufacturer's claim. Any claim under this section shall be filed with the assistant regional commissioner for the region in which the tax was paid or, where the tax was paid in more than one region, with the assistant regional commissioner for any one of the regions in which the tax was paid.

(72 Stat. 1419; 26 U.S.C. 5705)

(GG) Section 270.165 and the headnote are amended to read as follows:

§ 270.165 Claim for redemption of stamps.

Stamps to denote the tax on cigars and cigarettes which have been spoiled, destroyed, or rendered useless or unfit for the purpose intended, or for which the manufacturer of such products has no use may be redeemed. Claim for redemption of such stamps under this section shall be filed on Form 843 with the assistant regional commissioner for the region in which the stamps were purchased within three years after the stamps were purchased from the Government. Stamps may be destroyed under internal revenue supervision, or they may be presented with the claim, or satisfactory evidence shall be submitted with the claim showing the reason why they cannot be so destroyed or presented. Where the stamps are to be destroyed, a schedule on Form 178 shall be prepared by the manufacturer with respect to the stamps covered by the claim. When the schedule has been prepared, the manufacturer shall request the assistant regional commissioner to assign an internal revenue officer to verify the schedule and supervise the destruction of the stamps. A copy of the verified schedule, returned to the manufacturer, shall be attached to his claim when filed. If required, the manufacturer shall satisfactorily trace the history of the stamps from their issuance to the filing of his claim.

(72 Stat. 1313; 26 U.S.C. 6805)

§ 270.166 [Amendment]

(HH) Section 270.166 is amended by inserting the word "internal" before the expression "revenue officer" in the fifth sentence.

(II) Section 270.168 is amended to read as follows:

§ 270.168 Exportation.

A manufacturer of cigars and cigarettes may transfer such products, under his bond, without payment of tax, to the bonded premises of an export warehouse proprietor or remove cigars, cigarettes, and tobacco materials, under his bond, without payment of tax, for shipment to a foreign country, Puerto Rico, the Virgin Islands, or a possession of the United States, or for consumption beyond the jurisdiction of the internal revenue laws of the United States, in accordance with the applicable provisions of Part 290 of this subchapter.

(72 Stat. 1418; 26 U.S.C. 5704)

§ 270.181 [Amendment]

(JJ) Section 270.181 is amended by striking the second sentence and inserting, in lieu thereof, the following new sentence: "If the hearing examiner, or the Director, Alcohol and Tobacco Tax Division, on appeal, decides the permit should be suspended, for such time as to him seems proper, or be revoked, the assistant regional commissioner shall by order give effect to such decision."

§ 270.190 [Amendment]

(KK) Section 270.190 is amended in paragraph (c) by deleting the words "removed for domestic consumption".

§ 270.192 [Amendment]

(LL) Section 270.192 is amended in paragraph (b) by inserting the word "internal" before the expression "revenue officer" in the fourth sentence.

(MM) Section 270.197 is amended to read as follows:

§ 270.197 Claim for refund of tax.

The taxes paid on cigars and cigarettes by the affixture of stamps or by assessment or on cigars on the basis of a return may be refunded (without interest) to the importer on satisfactory proof that such importer has paid the tax on the

cigars and cigarettes (1) withdrawn by him from the market or (2) lost (otherwise than by theft) or destroyed, by fire, casualty, or act of God, while in the possession or ownership of the importer. To obtain refund of tax under this section, claim for refund, Form 843, shall be filed with the assistant regional commissioner within six months after the date of the withdrawal from the market, loss, or destruction of the cigars and cigarettes to which the claim relates and shall be supported by evidence to establish that the claim is valid. Where the tax on cigars has been paid on the basis of a return, the claim shall include a statement that the tax imposed on cigars by Chapter 52, I.R.C., has been paid in respect to the cigars covered by the claim. Where the cigars and cigarettes are withdrawn from the market by the importer and are in such condition as to permit identification of the product and determination of the tax paid, such cigars and cigarettes shall be assembled by the importer (1) in or adjacent to the premises of a domestic factory, if the cigars and cigarettes are to be received in such factory as product or reduced to material, or (2) at any suitable place, if the cigars and cigarettes are to be destroyed. The importer shall group the cigars and cigarettes according to the kind of product and the rate of tax paid and shall prepare a schedule, in duplicate, on Form 177 where the tax has been paid by stamp, or in letter form where the tax has been paid by assessment or on the basis of a return. The importer shall request the assistant regional commissioner for the region in which the cigars and cigarettes are assembled to assign an internal revenue officer to inspect the cigars and cigarettes, verify the schedule thereof, and supervise or verify the receipt of the cigars and cigarettes into the factory or supervise their reduction to material or destruction, as the case may be. Upon completion of his assignment, the internal revenue officer shall execute an appropriate certificate on both copies of the schedule to show the disposition of the cigars, cigarettes, and stamps and return one copy of the completed schedule to the importer which shall be attached to, and made a part of, the importer's claim. Any claim under this section shall be filed with the assistant regional commissioner for the region in which the tax was paid or, where the tax was paid in more than one region, with the assistant regional commissioner for any one of the regions in which the tax was paid.

(72 Stat. 1419; 26 U.S.C. 5705)

(NN) Section 270.198 and the headnote are amended to read as follows:

§ 270.198 Claim for redemption of stamps.

Stamps to denote the tax on cigars and cigarettes which have been spoiled, destroyed, or rendered useless or unfit for the purpose intended, or for which the importer of such products has no use may be redeemed. Claim for redemption of such stamps under this section shall be filed on Form 843 with the assistant regional commissioner for the region in which the stamps were purchased within three years after the stamps were purchased from the Government. Stamps may be destroyed under internal revenue supervision, or they may be presented with the claim, or satisfactory evidence shall be submitted with the claim showing the reason why they cannot be so destroyed or presented. Where the stamps are to be destroyed, a schedule on Form 178 shall be prepared by the importer with respect to the stamps covered by the claim. When the schedule has been prepared, the importer shall request the assistant regional commissioner to assign an internal revenue officer to verify the schedule and supervise the destruction of the stamps. A copy of the verified schedule, returned to the importer, shall be attached to his claim when filed. If required, the importer shall satisfactorily trace the history of the stamps from their issuance to the filing of his claim.

(72 Stat. 1313; 26 U.S.C. 6805)

(OO) Section 270.210 is amended to read as follows:

§ 270.210 Purchase, receipt, possession, or sale of cigars and cigarettes, after removal.

No person shall—(a) with intent to defraud the United States, purchase, receive, possess, offer for sale, or sell or otherwise dispose of, after removal, any cigars or cigarettes (1) upon which the tax has not been paid or determined in the manner and at the time prescribed under this part; or (2) which, after removal without payment of tax pursuant to section 5704, I.R.C., have been diverted from the applicable purpose or use specified in that section; or (3) which are not put up in packages, as required under this part, or which are put up in packages not bearing the marks, labels, notices, and stamps, as required under this part; or (b) otherwise than with intent to defraud the United States, purchase, receive, possess, offer for sale, or sell or otherwise dispose of, after removal, any cigars or cigarettes which are not put up in packages, as required under this part, or which are put up in packages not bearing the marks, labels, notices, and stamps, as required under this part.

(72 Stat. 1424; 26 U.S.C. 5751)

(PP) Section 270.211 is amended to read as follows:

§ 270.211 Sales at retail from packages.

Cigars and cigarettes may be sold, offered for sale, or delivered, from proper packages, bearing the marks, labels, notices, and stamps, as required under this part, only by retail dealers. The cigars and cigarettes must remain in such packages until removed therefrom by the customer or in the presence of the customer.

(72 Stat. 1424; 26 U.S.C. 5751)

(QQ) Section 270.213 is amended to read as follows:

§ 270.213 Restrictions relating to marks, labels, notices, stamps, and packages.

No person shall, with intent to defraud the United States—(a) destroy, obliterate, or detach any mark, label, notice, or stamp as required under this part to appear on, or be affixed to, any package of cigars or cigarettes, before such package is emptied; or (b) empty any package of cigars and cigarettes without destroying any stamp thereon to evidence the tax as required under this part to be affixed to such package; or (c) detach, or cause to be detached, from any package of cigars or cigarettes any stamp to evidence the tax as required under this part, or purchase, receive, possess, sell, or dispose of, by gift or otherwise, any such stamp which has been so detached; or (d) purchase, receive, possess, sell, or dispose of, by gift or otherwise, any package which previously contained cigars or cigarettes which has been emptied, and upon which any stamp to evidence the tax as required under this part has not been destroyed.

(72 Stat. 1424; 26 U.S.C. 5752)

§ 270.220 [Amendment]

(RR) Section 270.220 is amended by inserting the word "internal" before the expression "revenue officer" in the fifth sentence.

§ 270.224 [Amendment]

(SS) Section 270.224 is amended by inserting the word "internal" before the expressions "revenue officers" and "revenue officer" in the third and fourth sentences, respectively.

§ 270.230 [Amendment]

(TT) Section 270.230 is amended in paragraph (a) by inserting the word "internal" before the expression "revenue officer" in the fourth sentence.

(UU) The citations to Volume 68A of the United States Statutes at Large, cited to text in parentheses, with respect to sections 5701 through 5763, are deleted and in lieu thereof citations to Volume 72 of the United States Statutes at Large are inserted as follows:

	Deleted	*Inserted*
26 U.S.C. 5701	68A Stat. 705	72 Stat. 1414
26 U.S.C. 5702	68A Stat. 706	72 Stat. 1415
26 U.S.C. 5703	68A Stat. 707	72 Stat. 1417
26 U.S.C. 5704	68A Stat. 708	72 Stat. 1418
26 U.S.C. 5705, 5706, and 5707	68A Stat. 709	72 Stat. 1419
26 U.S.C. 5711 and 5712	68A Stat. 711	72 Stat. 1421
26 U.S.C. 5713	68A Stat. 712	72 Stat. 1421
26 U.S.C. 5721, 5722, and 5723	68A Stat. 713	72 Stat. 1422
26 U.S.C. 5731 and 5732	68A Stat. 714	72 Stat. 1423
26 U.S.C. 5741	68A Stat. 715	72 Stat. 1423
26 U.S.C. 5751 and 5752	68A Stat. 716	72 Stat. 1424
26 U.S.C. 5753	68A Stat. 716	72 Stat. 1425
26 U.S.C. 5761 and 5762	68A Stat. 717	72 Stat. 1425
26 U.S.C. 5763	68A Stat. 718	72 Stat. 1426

PAR. 2. 26 CFR Part 275 is amended as follows:

(A) Section 275.16 is amended to read as follows:

§ 275.16 Dealer in tobacco materials.

"Dealer in tobacco materials" shall mean any person who receives and handles tobacco materials for sale, shipment, or delivery to another dealer in such materials, to a manufacturer of tobacco products, or to a foreign country, Puerto

Rico, the Virgin Islands, or a possession of the United States, or who receives tobacco materials, other than stems and waste, for use by him in the production of fertilizer, insecticide, or nicotine. The term "dealer in tobacco materials" shall not include (a) an operator of a warehouse who stores tobacco materials solely for a qualified dealer in tobacco materials, for a qualified manufacturer of tobacco products, for a farmer or grower of tobacco, or for a bona fide association of farmers or growers of tobacco; (b) a farmer or grower of tobacco with respect to the sale of leaf tobacco of his own growth or raising, or a bona fide association of farmers or growers of tobacco with respect to sales of leaf tobacco grown by farmer or grower members, if the tobacco so sold is in the condition as cured on the farm: *Provided*, That such association maintains records of all leaf tobacco acquired or received and sold or otherwise disposed of by the association, in accordance with Part 280 of this subchapter; (c) a person who buys leaf tobacco on the floor of an auction warehouse, or who buys leaf tobacco from a farmer or grower, and places the tobacco on the floor of such a warehouse, or who purchases and sells warehouse receipts without taking physical possession of the tobacco covered thereby; or (d) a qualified manufacturer of tobacco products with respect to tobacco materials received by him under his bond as such a manufacturer.

(B) Section 275.20 is amended to read as follows:

§ 275.20 Importer.

"Importer" shall mean any person in the United States to whom nontaxpaid manufactured tobacco produced in a foreign country, Puerto Rico, the Virgin Islands, or a possession of the United States is shipped or consigned and any person who smuggles or otherwise unlawfully brings manufactured tobacco into the United States.

(C) A new § 275.22a to read as follows is inserted immediately after § 275.22:

§ 275.22a Internal revenue officer.

"Internal revenue officer" shall mean an officer or employee of the Treasury Department duly authorized to perform any function relating to the administration or enforcement of this part.

(D) Section 275.24 is amended to read as follows:

§ 275.24 Manufactured tobacco.

"Manufactured tobacco" shall mean tobacco (other than cigars and cigarettes) prepared, processed, manipulated, or packaged, for removal, or merely removed, for consumption by smoking or for use in the mouth or nose, and any tobacco (other than cigars and cigarettes), not exempt from tax under Chapter 52, I.R.C., sold or delivered to any person contrary to the provisions of such chapter or regulations thereunder.

(E) Section 275.25 is amended to read as follows:

§ 275.25 Manufacturer of cigars and cigarettes.

"Manufacturer of cigars and cigarettes" shall mean any person who manufactures cigars or cigarettes. The term "manufacturer of cigars and cigarettes" shall not include a person who produces cigars or cigarettes solely for his own personal consumption or a proprietor of a customs bonded manufacturing warehouse with respect to the operation of such warehouse.

(F) Section 275.26 is amended to read as follows:

§ 275.26 Manufacturer of tobacco.

"Manufacturer of tobacco" shall mean any person who prepares, processes, manipulates, or packages, for removal, or merely removes, tobacco (other than cigars and cigarettes) for consumption by smoking or for use in the mouth or nose, or who sells or delivers any tobacco (other than cigars and cigarettes) contrary to the provisions of Chapter 52, I.R.C., or regulations thereunder. The term "manufacturer of tobacco" shall not include (a) a person who in any manner prepares tobacco solely for his own personal consumption or use; (b) a proprietor of a customs bonded manufacturing warehouse with respect to the operation of such warehouse; (c) a farmer or grower of tobacco with respect to the sale of leaf tobacco of his own growth or raising, if it is in the condition as cured on the farm; or (d) a bona fide association of farmers or growers of tobacco with respect to sales of leaf tobacco grown by farmer or grower members, if the tobacco so sold is in the condition as cured on the farm, and if the association maintains records of all leaf tobacco, acquired or received and sold or otherwise disposed of, in accordance with Part 280 of this subchapter.

(G) A new § 275.26a to read as follows is inserted immediately after § 275.26:

§ 275.26a Manufacturer of tobacco products.

"Manufacturer of tobacco products" shall mean any person who manufactures cigars or cigarettes, or who prepares, processes, manipulates, or packages, for removal, or merely removes, tobacco (other than cigars and cigarettes) for consumption by smoking or for use in the mouth or nose, or who sells or delivers any tobacco (other than cigars and cigarettes) contrary to the provisions of Chapter 52, I.R.C., or regulations thereunder. The term "manufacturer of tobacco products" shall not include (a) a person who in any manner prepares tobacco, or produces cigars or cigarettes, solely for his own personal consumption or use; (b) a proprietor of a customs bonded manufacturing warehouse with respect to the operation of such warehouse; (c) a farmer or grower of tobacco with respect to the sale of leaf tobacco of his own growth or raising, if it is in the condition as cured on the farm; or (d) a bona fide association of farmers or growers of tobacco with respect to sales of leaf tobacco grown by farmer or grower members, if the tobacco so sold is in the condition as cured on the farm, and if the association maintains records of all leaf tobacco, acquired or received and sold or otherwise disposed of, in accordance with Part 280 of this subchapter.

(H) Section 275.33 is amended to read as follows:

§ 275.33 Removal or remove.

"Removal" or "remove" shall mean the removal of manufactured tobacco or tobacco materials from the factory, or release from customs custody, and shall also include the smuggling or other unlawful importation of such nontaxpaid manufactured tobacco into the United States.

§ 275.34 [Deletion]

(I) Section 275.34 is deleted.

(J) Section 275.39 is amended to read as follows:

§ 275.39 Tobacco materials.

"Tobacco materials" shall mean tobacco other than manufactured tobacco, cigars, and cigarettes and shall include tobacco in process, Perique, Black Fat, leaf tobacco, and tobacco scraps, cuttings, clippings, siftings, stems, and waste.

(K) A new § 275.50a to read as follows is inserted immediately after § 275.50:

§ 275.50a Persons liable for tax.

The manufacturer or importer of manufactured tobacco shall be liable for the tax imposed thereon by section 5701, I.R.C.: *Provided*, That when manufactured tobacco is transferred, without payment of tax, pursuant to section 5704, I.R.C., to the bonded premises of another manufacturer or an export warehouse proprietor, the transferee shall become liable for the tax upon receipt by him of such tobacco and the transferor shall thereupon be relieved of his liability for such tax. When manufactured tobacco is released in bond from customs custody for transfer to the bonded premises of a manufacturer of tobacco, the transferee shall become liable for the tax on such product upon release from customs custody and the importer shall thereupon be relieved of his liability for such tax. Any person who possesses manufactured tobacco in violation of section 5751(a) (1) or (2), I.R.C., shall be liable for a tax equal to the tax on such product.

(72 Stat. 1417, 1424; 26 U.S.C. 5703, 5751)

§ 275.51 [Amendment]

(L) The headnote of § 275.51 is amended to read as follows: "Determination of tax and mehod of payment."

(M) Section 275.52 is amended to read as follows:

§ 275.52 Assessment.

Whenever any person required by law to pay tax on manufactured tobacco fails to pay such tax in accordance with the provisions of this part, the tax shall be determined and assessed, subject to

the limitations prescribed in section 6501, I.R.C., against such person. The tax so assessed shall be in addition to the penalties imposed by law for failure to pay such tax when required. Except in cases where delay may jeopardize collection of the tax, or where the amount is nominal or the result of an evident mathematical error, no such assessment shall be made until and after notice has been afforded such person to show cause against assessment. The person will be allowed 30 days from the date of such notice to show cause, in writing, against such assessment.

(72 Stat. 1417; 26 U.S.C. 5703)

(N) Section 275.60 and the headnote are amended to read as follows:

§ 275.60 Authority of internal revenue officers to enter premises.

Any internal revenue officer may enter in the daytime any premises where manufactured tobacco is produced or kept, so far as it may be necessary for the purpose of examining such tobacco. When such premises are open at night, any internal revenue officer may enter them, while so open, in the performance of his official duties. The owner of such premises, or person having the superintendence of the same, who refuses to admit any internal revenue officer or permit him to examine such tobacco shall be liable to the penalties prescribed by law for the offense.

(68A Stat. 872, 903; 26 U.S.C. 7342, 7606)

§ 275.61 [Amendment]

(O) Section 275.61 is amended by inserting the word "internal" before the words "revenue officer".

(P) Section 275.62 and the headnote are amended to read as follows:

§ 275.62 Disposal of forfeited, condemned, and abandoned manufactured tobacco.

When in the opinion of any Federal, State, or local officer having custody of forfeited, condemned, or abandoned manufactured tobacco, upon which the Federal tax has not been paid, the sale thereof will not bring a price equal to such tax due and payable thereon, and the expenses incident to the sale thereof, he shall not sell, nor cause to be sold, such manufactured tobacco for consumption in the United States. Where the manufactured tobacco is not sold, the officer may deliver it to a Federal or State hospital or institution (if it is fit for human consumption) or cause its destruction in the manner provided in § 275.144. Where such manufactured tobacco is sold, it shall not be released by the officer having custody thereof until it is properly packaged and tax-paid, which tax shall be considered as a portion of the sales price. The tax on manufactured tobacco shall be evidenced by the purchase from the district director of the proper internal revenue stamps and the affixture of such stamps to the packages of manufactured tobacco. In the case of manufactured tobacco held by or for the Federal Government, the sale thereof shall be subject to the applicable provisions of the Regulations of the General Services Administration, Title 1, Personal Property Management.

(72 Stat. 1425, 68A Stat. 831; 26 U.S.C. 5753, 6807)

§ 275.63 [Amendment]

(Q) Section 275.63 is amended in the fifth sentence by striking the word "a" immediately preceding the expression "revenue officer" and inserting, in lieu thereof, the words "an internal".

§ 275.79 [Amendment]

(R) Section 275.79 is amended by striking "1939" and inserting, in lieu thereof, "1954" in the second sentence.

(S) Section 275.80 is amended to read as follows:

§ 275.80 Issuance of permit.

If the application for permit, bond, and supporting documents, required under this part, are approved by him, the assistant regional commissioner shall issue a permit, Form 2096, to the manufacturer of tobacco. The permit shall bear a number and shall fully set forth where the business of the manufacturer is to be conducted. The manufacturer shall retain such permit at all times within his factory and it shall be readily available for inspection by any internal revenue officer upon his request. Where the factory consists of more than one building, the permit shall be retained in the building in which the records, required by § 275.132, are kept.

(72 Stat. 1421; 26 U.S.C. 5713)

§ 275.112 [Amendment]

(T) Section 275.112 is amended by striking the first two sentences and inserting, in lieu thereof, the following new sentences: "The amount of the bond of a manufacturer of tobacco shall be not less than the amount of the tax liability on such product manufactured in his factory, received from another factory, as provided in § 275.141, and released from customs custody, as provided in § 275.155, during the twelve months preceding the month in which the bond is to be filed, divided by twelve. In the case of a manufacturer commencing business, his production, receipts from other factories, and releases from customs custody shall be estimated for the purpose of this section."

§ 275.117 [Amendment]

(U) Section 275.117 is amended by striking "date of approval", where it appears the first time in the first sentence, and inserting, in lieu thereof, "effective date".

§ 275.118 [Amendment]

(V) Section 275.118 is amended by striking from the second sentence the words "who has accepted such security".

§ 275.131 [Amendment]

(W) Section 275.131 is amended as follows:

(1) Paragraph (a), by striking the word "a" immediately preceding the expression "revenue officer" and inserting, in lieu thereof, the words "an internal".

(2) Paragraph (c), by inserting the word "internal" before the expression "revenue officer".

§ 275.132 [Amendment]

(X) Section 275.132 is amended in paragraph (a) as follows:

(1) By deleting the words "with the permit number of such dealer or manufacturer" from subdivisions (i) and (ii) of subparagraph (1) and inserting, in lieu thereof, "with the number of such dealer's establishment or the permit number of such manufacturer".

(2) By inserting the word "internal" before the expression "revenue officer" in the fifth sentence.

§ 275.133 [Amendment]

(Y) Section 275.133 is amended as follows:

(1) Paragraph (a), by inserting the word "internal" before the expression "revenue officer" in the third sentence.

(2) Paragraph (d), by striking, in the first sentence, the word "a" immediately preceding the expression "revenue officer" and inserting, in lieu thereof, the words "an internal".

§ 275.134 [Amendment]

(Z) Section 275.134 is amended as follows:

(1) Paragraph (a), by striking "removed for export," from the second sentence.

(2) Paragraph (c), by striking the words "removed for domestic consumption or use".

§ 275.137 [Amendment]

(AA) Section 275.137 is amended in paragraph (b) by inserting the word "internal" before the expression "revenue officer" in the third sentence.

(BB) Section 275.141 and the headnote are amended to read as follows:

§ 275.141 Transfer of manufactured tobacco to another factory.

A manufacturer of tobacco may transfer manufactured tobacco, under his bond, without payment of tax, to the bonded premises of any manufacturer of such product.

(72 Stat. 1418; 26 U.S.C. 5704)

§ 275.142 [Amendment]

(CC) Section 275.142 is amended in the second sentence by striking "§ 275.154" and inserting, in lieu thereof, "§ 275.153".

§ 275.143 [Amendment]

(DD) Section 275.143 is amended by striking the third sentence and inserting, in lieu thereof, the following new sentence: "If the products to be reduced to material are contained in packages bearing stamps denoting the tax and the manufacturer desires to file claim for refund of the tax or redemption of the stamps, the applicable procedure in § 275.153 or § 275.154 shall be followed.

§ 275.144 [Amendment]

(EE) Section 275.144 is amended as follows:

(1) By striking in the first sentence, the word "a" immediately preceding the

expression "revenue officer" and inserting, in lieu thereof, the words "an internal".

(2) By striking the third sentence and inserting, in lieu thereof, the following new sentence: "If the products to be destroyed are contained in packages bearing stamps denoting the tax and the manufacturer desires to file claim for refund of the tax or redemption of the stamps, the applicable procedure in § 275.153 or § 275.154 shall be followed.

(FF) Section 275.149 is amended to read as follows:

§ 275.149 Destruction of tobacco materials.

Where a manufacturer of tobacco desires to destroy tobacco materials other than stems and waste and obtain credit therefor in the records kept by him under § 275.132, he shall notify the assistant regional commisioner of the quantity of such tobacco materials and the date on which he desires the destruction to be accomplished. The assistant regional commissioner may assign an internal revenue officer to supervise the destruction of the tobacco materials or he may authorize their destruction without supervision. Such destruction shall be accomplished by burning, or by mixing thoroughly with lime, sulphur, bone dust, ashes, or other such substance, or by other equally suitable means. A manufacturer of tobacco who desires to destroy stems and waste may do so in the manner provided above, without notification to the assistant regional commissioner.

(72 Stat. 1423; 26 U.S.C. 5741)

§ 275.152 [Amendment]

(GG) Section 275.152 is amended by striking ", in duplicate," from the first sentence.

(HH) Section 275.153 is amended to read as follows:

§ 275.153 Claim for refund of tax.

The taxes paid on manufactured tobacco by the affixture of stamps or by assessment may be refunded (without interest) to the manufacturer on satisfactory proof that such manufacturer has paid the tax on the manufactured tobacco (a) withdrawn by him from the market or (b) lost (otherwise than by theft) or destroyed, by fire, casualty, or act of God, while in the possession or ownership of the manufacturer. To obtain refund of tax under this section, claim for refund, Form 843, shall be filed with the assistant regional commissioner within six months after the date of the withdrawal from the market, loss, or destruction of the manufactured tobacco to which the claim relates and shall be supported by evidence to establish that the claim is valid. Where the manufactured tobacco is withdrawn from the market by the manufacturer and is in such condition as to permit identification of the product and determination of the tax paid, such manufactured tobacco shall be assembled by the manufacturer (1) in or adjacent to the factory premises, if the manufactured tobacco is to be received in the factory as product or reduced to material, or (2) at any suitable place, if the manufactured tobacco is to be destroyed. The manufacturer shall group the manufactured tobacco according to the sizes of the packages and shall prepare a schedule, in duplicate, on Form 177 where the tax has been paid by stamp, or in letter form where the tax has been paid by assessment. The manufacturer shall request the assistant regional commissioner for the region in which the manufactured tobacco is assembled to assign an internal revenue officer to inspect the product, verify the schedule thereof, and supervise or verify the receipt of the manufactured tobacco into the factory or supervise its reduction to material or destruction, as the case may be. Upon completion of his assignment, the internal revenue officer shall execute an appropriate certificate on both copies of the schedule to show the disposition of the manufactured tobacco and stamps and return one copy of the completed schedule to the manufacturer which shall be attached to, and made a part of, the manufacturer's claim. Any claim under this section shall be filed with the assistant regional commissioner for the region in which the tax was paid or, where the tax was paid in more than one region, with the assistant regional commissioner for any one of the regions in which the tax was paid.

(72 Stat. 1419; 26 U.S.C. 5705)

(II) Section 275.154 and the headnote are amended to read as follows:

§ 275.154 Claim for redemption of stamps.

Stamps to denote the tax on manufactured tobacco which have been spoiled, destroyed, or rendered useless or unfit for the purpose intended, or for which the manufacturer of such product has no use may be redeemed. Claim for redemption of such stamps under this section shall be filed on Form 843 with the assistant regional commissioner for the region in which the stamps were purchased within three years after the stamps were purchased from the Government. Stamps may be destroyed under internal revenue supervision, or they may be presented with the claim, or satisfactory evidence shall be submitted with the claim showing the reason why they cannot be so destroyed or presented. Where the stamps are to be destroyed, a schedule on Form 178 shall be prepared by the manufacturer with respect to the stamps covered by the claim. When the schedule has been prepared, the manufacturer shall request the assistant regional commissioner to assign an internal revenue officer to verify the schedule and supervise the destruction of the stamps. A copy of the verified schedule, returned to the manufacturer, shall be attached to his claim when filed. If required, the manufacturer shall satisfactorily trace the history of the stamps from their issuance to the filing of his claim.

(72 Stat. 1313; 26 U.S.C. 6805)

§ 275.155 [Amendment]

(JJ) Section 275.155 is amended by inserting the word "internal" before the expression "revenue officer" in the fifth sentence.

(KK) Section 275.157 is amended to read as follows:

§ 275.157 Exportation.

A manufacturer of tobacco may transfer manufactured tobacco, under his bond, without payment of tax, to the bonded premises of an export warehouse proprietor or remove manufactured tobacco and tobacco materials, under his bond, without payment of tax, for shipment to a foreign country, Puerto Rico, the Virgin Islands, or a possession of the United States, or for consumption or use beyond the jurisdiction of the internal revenue laws of the United States, in accordance with the applicable provisions of Part 290 of this subchapter.

(72 Stat. 1418; 26 U.S.C. 5704)

§ 275.171 [Amendment]

(LL) Section 275.171 is amended as follows:

(1) By striking "1939" from the first sentence and inserting, in lieu thereof, "1954".

(2) By striking the second sentence and inserting, in lieu thereof, the following new sentence: "If the hearing examiner, or the Director, Alcohol and Tobacco Tax Division, on appeal, decides the permit should be suspended, for such time as to him seems proper, or be revoked, the assistant regional commissioner shall by order give effect to such decision."

§ 275.180 [Amendment]

(MM) Section 275.180 is amended in paragraph (c) by deleting the words "removed for domestic consumption or use".

§ 275.181 [Amendment]

(NN) Section 275.181 is amended in paragraph (b) by inserting the word "internal" before the expression "revenue officer" in the fourth sentence.

(OO) Section 275.186 is amended to read as follows:

§ 275.186 Claim for refund of tax.

The taxes paid on manufactured tobacco by the affixture of stamps or by assessment may be refunded (without interest) to the importer on satisfactory proof that such importer has paid the tax on the manufactured tobacco (1) withdrawn by him from the market or (2) lost (otherwise than by theft) or destroyed, by fire, casualty, or act of God, while in the possession or ownership of the importer. To obtain refund of tax under this section, claim for refund, Form 843, shall be filed with the assistant regional commissioner within six months after the date of the withdrawal from the market, loss, or destruction of the manufactured tobacco to which the claim relates and shall be supported by evidence to establish that the claim is valid. Where the manufactured tobacco is withdrawn from the market by the importer and is in such condition as to permit identification of the product and determination of the tax paid, such manufactured tobacco shall be assembled by the importer (1) in or adjacent to the premises of a domestic factory,

if the manufactured tobacco is to be received in such factory as product or reduced to material, or (2) at any suitable place, if the manufactured tobacco is to be destroyed. The importer shall group the manufactured tobacco according to the sizes of the packages and shall prepare a schedule, in duplicate, on Form 177 where the tax has been paid by stamp, or in letter form where the tax has been paid by assessment. The importer shall request the assistant regional commissioner for the region in which the manufactured tobacco is assembled to assign an internal revenue officer to inspect the product, verify the schedule thereof, and supervise or verify the receipt of the manufactured tobacco into the factory or supervise its reduction to material or destruction, as the case may be. Upon completion of his assignment, the internal revenue officer shall execute an appropriate certificate on both copies of the schedule to show the disposition of the manufactured tobacco and stamps and return one copy of the completed schedule to the importer which shall be attached to, and made a part of, the importer's claim. Any claim under this section shall be filed with the assistant regional commissioner for the region in which the tax was paid or, where the tax was paid in more than one region, with the assistant regional commissioner for any one of the regions in which the tax was paid.

(72 Stat. 1419; 26 U.S.C. 5705)

(PP) Section 275.187 and the headnote are amended to read as follows:

§ 275.187 Claim for redemption of stamps.

Stamps to denote the tax on manufactured tobacco which have been spoiled, destroyed, or rendered useless or unfit for the purpose intended, or for which the importer of such product has no use may be redeemed. Claim for redemption of such stamps under this section shall be filed on Form 843 with the assistant regional commissioner for the region in which the stamps were purchased within three years after the stamps were purchased from the Government. Stamps may be destroyed under internal revenue supervision, or they may be presented with the claim, or satisfactory evidence shall be submitted with the claim showing the reason why they cannot be so destroyed or presented. Where the stamps are to be destroyed, a schedule on Form 178 shall be prepared by the importer with respect to the stamps covered by the claim. When the schedule has been prepared, the importer shall request the assistant regional commissioner to assign an internal revenue officer to verify the schedule and supervise the destruction of the stamps. A copy of the verified schedule, returned to the importer, shall be attached to his claim when filed. If required, the importer shall satisfactorily trace the history of the stamps from their issuance to the filing of his claim.

(72 Stat. 1313; 26 U.S.C. 6805)

(QQ) Section 275.200 is amended to read as follows:

§ 275.200 Purchase, receipt, possession, or sale of manufactured tobacco, after removal.

No person shall—(a) with intent to defraud the United States, purchase, receive, possess, offer for sale, or sell or otherwise dispose of, after removal, any manufactured tobacco (1) upon which the tax has not been paid or determined in the manner and at the time required under this part; or (2) which, after removal without payment of tax pursuant to section 5704, I.R.C., has been diverted from the applicable purpose or use specified in that section; or (3) which is not put up in packages, as required under this part, or which is put up in packages not bearing the marks, labels, notices, and stamps, as required under this part; or (b) otherwise than with intent to defraud the United States, purchase, receive, possess, offer for sale, or sell or otherwise dispose of, after removal, any manufactured tobacco which is not put up in packages, as required under this part, or which is put up in packages not bearing the marks, labels, notices, and stamps, as required under this part.

(72 Stat. 1424; 26 U.S.C. 5751)

(RR) Section 275.202 is amended to read as follows:

§ 275.202 Restrictions relating to marks, labels, notices, stamps, and packages.

No person shall, with intent to defraud the United States—(a) destroy, obliterate, or detach any mark, label, notice, or stamp as required under this part to appear on, or be affixed to, any package of manufactured tobacco, before such package is emptied; or (b) empty any package of manufactured tobacco without destroying any stamp thereon to evidence the tax as required under this part to be affixed to such package; or (c) detach, or cause to be detached, from any package of manufactured tobacco any stamp to evidence the tax as required under this part, or purchase, receive, possess, sell, or dispose of, by gift or otherwise, any such stamp which has been so detached; or (d) purchase, receive, possess, sell, or dispose of, by gift or otherwise, any package which previously contained manufactured tobacco which has been emptied, and upon which any stamp to evidence the tax as required under this part has not been destroyed.

(72 Stat. 1424; 26 U.S.C. 5752)

(SS) The citations to Volume 68A of the United States Statutes at Large, cited to text in parentheses, with respect to sections 5701 through 5763, are deleted and in lieu thereof citations to Volume 72 of the United States Statutes at Large are inserted as follows:

	Deleted	*Inserted*
26 U.S.C. 5701	68A Stat. 705	72 Stat. 1414
26 U.S.C. 5702	68A Stat. 706	72 Stat. 1415
26 U.S.C. 5703	68A Stat. 707	72 Stat. 1417
26 U.S.C. 5704	68A Stat. 708	72 Stat. 1418
26 U.S.C. 5705, 5706, and 5707	68A Stat. 709	72 Stat. 1419
26 U.S.C. 5711 and 5712	68A Stat. 711	72 Stat. 1421
26 U.S.C. 5713	68A Stat. 712	72 Stat. 1421
26 U.S.C. 5721, 5722, and 5723	68A Stat. 713	72 Stat. 1422
26 U.S.C. 5731 and 5732	68A Stat. 714	72 Stat. 1423
26 U.S.C. 5741	68A Stat. 715	72 Stat. 1423
26 U.S.C. 5751 and 5752	68A Stat. 716	72 Stat. 1424
26 U.S.C. 5753	68A Stat. 716	72 Stat. 1425
26 U.S.C. 5761 and 5762	68A Stat. 717	72 Stat. 1425
26 U.S.C. 5763	68A Stat. 718	72 Stat. 1426

[F.R. Doc. 59-4434; Filed, May 26, 1959; 8:46 a.m.]

DEPARTMENT OF AGRICULTURE

Agricultural Marketing Service

[7 CFR Part 937]

NECTARINES GROWN IN CALIFORNIA

Notice of Proposed Rule Making With Respect to Approval of Expenses and Fixing of Rate of Assessment for Fiscal Year and Carry Over of Unexpended Funds

Consideration is being given to the following proposals submitted by the Nectarine Administrative Committee, established under the marketing agreement and Order No. 37 (7 CFR Part 937) regulating the handling of nectarines grown in California, effective under the applicable provisions of the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601-674), as the agency to administer the terms and provisions thereof:

(a) That the Secretary of Agriculture find that expenses that are reasonable and likely to be incurred by said committee, during the fiscal period beginning March 1, 1959, and ending February 29, 1960, to enable it to perform its functions in accordance with the provisions of the said marketing agreement and order, will amount to $112,000.

(b) That the Secretary of Agriculture fix, as the share of such expenses which each handler who first handles nectarines shall pay during the fiscal period ending February 29, 1960, in accordance with the applicable provisions of said marketing agreement and order, the rate of assessment of $0.04 per standard lug box of nectarines, or equivalent quantity of nectarines in other containers or in bulk, so handled by such handler during such fiscal period.

(c) That the Secretary of Agriculture find that unexpended assessment funds, in excess of expenses incurred during the fiscal period ending February 29, 1960, shall be carried over as a reserve in accordance with the applicable provisions of § 937.42 of said marketing agreement and order.

All persons who desire to submit written data, views, or arguments in connection with the aforesaid proposals should file the same with the Director, Fruit and Vegetable Division, Agricultural Marketing Service, United States Department of Agriculture, Room 2077, South Building, Washington 25, D.C., not later than the 10th day after the publication of this notice in the FEDERAL REGISTER.

Terms used in the marketing agreement and order shall, when used herein,

have the same meaning as is given to the respective term in said marketing agreement and order, and "standard lug box" shall mean the No. 26 standard lug box set forth in section 828.4 of the Agricultural Code of California.

Dated: May 22, 1959.

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

[F.R. Doc. 59-4443; Filed, May 26, 1959; 8:51 a.m.]

DEPARTMENT OF HEALTH, EDUCATION, AND WELFARE

Food and Drug Administration

[21 CFR Part 9]

COLOR CERTIFICATION

Notice of Proposal to Revise Specifications for FD&C Red No. 1

Notice is hereby given that the Certified Color Industry Committee, through its Chairman, Mr. Arthur T. Schramm, National Aniline Division, Allied Chemical Corporation, 40 Rector Street, New York 6, New York, has proposed to amend the color-certification regulations by removing the specifications for the certification of FD&C Red No. 1 and substituting therefor the specifications given below.

The present specifications describing the color, by specifying the boiling range of the mixture of amines used in preparation of the dye, are so broad that they cannot be regarded as satisfactorily specifying the composition of the material entered for certification. It is therefore proposed to adopt specifications that will result in the production and certification of material of uniform composition.

Pursuant to the authority vested in the Secretary of Health, Education, and Welfare by the Federal Food, Drug, and Cosmetic Act (secs. 406, 504, 604, 701; 52 Stat. 1049, 1052, 1055, as amended 70 Stat. 919; 21 U.S.C. 346, 354, 364, 371), and delegated to the Commissioner of Food and Drugs (22 F.R. 1045; 23 F.R. 9500), all interested persons are invited to present their views in writing regarding the proposal published herein. Views and comments should be submitted in quintuplicate, addressed to the Hearing Clerk, Department of Health, Education, and Welfare, Room 5440, Health, Education, and Welfare Building, 330 Independence Avenue SW., Washington 25, D.C., prior to the thirtieth day following the date of publication of this notice in the FEDERAL REGISTER.

The amendments proposed by the Certified Color Industry Committee are as follows:

It is proposed to delete from § 9.3(a) the specifications for the certification of FD&C Red No. 1 and to add to § 9.3(a) the following new specifications for the certification of FD&C Red No. 1:

FD&C RED NO. 1

SPECIFICATIONS

Disodium salts of a mixture of 1-alkylphenylazo-2-naphthol-3,6-disulfonic acids, of which the mixture of amines obtained by reduction of the dye shall have the following composition:

1-Amino-2,4,5-trimethylbenzene, not less than 35 percent and not more than 45 percent.

1-Amino-2,4-dimethylbenzene, not less than 30 percent and not more than 40 percent.

1-Amino-2,5-dimethylbenzene, not less than 10 percent and not more than 20 percent.

1-Amino-2,6-dimethylbenzene, not less than 4 percent and not more than 12 percent.

1-Amino-2-ethylbenzene and 1-amino-4-ethylbenzene, total not more than 5 percent.

1-Amino-2,3-dimethylbenzene and 1-amino-3,4-dimethylbenzene, total not more than 4 percent.

1-Amino-2,3,4,6-tetramethylbenzene, not more than 3 percent.

1-Amino-2,4,6-trimethylbenzene and amino-methylethylbenzenes, total not more than 0.4 percent.

Aniline, toluidines, and 1-amino-2,3,4-trimethylbenzene, not more than 1 percent of any individual amine and not more than 1.5 percent total of such amines.

Volatile matter (at 135° C.), not more than 10.0 percent. Water-insoluble matter, not more than 0.5 percent. Ether extracts, not more than 0.2 percent. Uncombined intermediates, not more than 0.2 percent. Chlorides and sulfates of sodium, not more than 6.0 percent. Mixed oxides, not more than 1.0 percent. Lower sulfonated dyes, not more than 2.0 percent. Pure dye, not less than 85.0 percent.

Dated: May 20, 1959.

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

[F.R. Doc. 59-4415; Filed, May 26, 1959; 8:46 a.m.]

POST OFFICE DEPARTMENT

[39 CFR Part 168]

DIRECTORY OF INTERNATIONAL MAIL

Discontinuance of Insurance for Postal Union Printed Material for Canada

It is proposed to issue regulations discontinuing the insurance service on printed matter for Canada.

Canada is the only country to which it has been possible to insure printed matter packages. Canada accepts prints to the United States only when such matter is transmitted in parcel packages and this notice has the effect of applying the same conditions to prints from this country to Canada.

The proposed amendment relates to proprietary and foreign affairs functions of the Government and is therefore exempt from the rule making requirements of 5 U.S.C. 1003. However, consideration will be given to written views presented with respect to the proposed change. Interested persons desiring to submit written views or comments may send the same to Mr. Greever P. Allan, International Service Division, Room 5435, Post Office Department Building, Washington 25, D.C., at any time prior to the expiration of 30 days from the date of publication of this document.

The proposed amendment is as follows:

Section 168.5 *Individual Country Regulations*, as published in the FEDERAL REGISTER of March 20, 1959, at pages 2119–2195 as Federal Register Document 59–2388, the country "Canada (Including Newfoundland and Labrador)", as amended by Federal Register Document 59–4137, 24 F.R. 3991, is further amended by striking out the item "Insurance" under postal union mail and inserting in lieu thereof the following:

Insurance. Eight-ounce merchandise packages may be insured. For fees and other conditions see "Insurance" under "Parcel Post."

(R.S. 161, as amended, 396, as amended, 398, as amended; 5 U.S.C. 22, 369, 372)

[SEAL] HERBERT B. WARBURTON,
General Counsel.

[F.R. Doc. 59-4449; Filed, May 26, 1959; 8:51 a.m.]

FEDERAL COMMUNICATIONS COMMISSION

[47 CFR Part 3]

[Docket No. 12859; FCC 59-470]

RADIO BROADCAST SERVICES

Order Extending Time for Filing Comments

In the matter of amendment of § 3.658 (d) and (e) of the Commission's rules and regulations to modify option time and the station's right to reject network programs; Docket No. 12859.

1. The Commission has before it for consideration a petition of the National Broadcasting Company, Inc. (NBC) filed on May 15, 1959 and a petition of the Columbia Broadcasting System, Inc. (CBS) filed on May 18, 1959, requesting an extension of time for the filing of comments in the above-entitled proceeding. NBC requests that the date for filing comments, originally set at June 22, 1959, be extended for three months to September 22, 1959; CBS requests that the date be extended to September 11, 1959.

2. In support of their requests, petitioners state that, although the Commission and members of the industry have devoted a great deal of attention to the subject of option time, most if not all of the specific changes proposed in the Notice are to be considered for the first time. Additional time is required, petitioners state, to prepare such additional materials as may be necessary and to provide a thorough and full analysis of the effect of the proposed changes, which are considered to involve important modifications of network-affiliate relationships that are not easy to assess in respect to their practical consequences. NBC further states that, since the release of the Notice in this proceeding, much of the personnel that are required to prepare

the necessary materials have been actively engaged in preparing testimony and exhibits in the Commission's study of television programming (Docket No. 12782) and comments and reply comments in the Commission's national spot representation proceeding (Docket No. 12746). CBS further states that additional time is required to study the question of option time in the radio field, since no record has been made concerning the possible need for changes with respect to the option time rules in this field.

3. The Commission is of the view that good cause for an extension of time for filing comments in this proceeding has been established and that an extension will serve the public interest, convenience and necessity. However, some of the foregoing considerations advanced by the petitioners were taken into account in establishing the original date for filing comments, and the Commission believes that a shorter extension of time than that requested will afford all interested parties sufficient time for preparing such comments. The Commission also considers that some extension of the period for filing reply comments in this proceeding, originally fixed at 30 days, will serve the public interest by providing more time for a careful analysis of the comments of other parties.

4. In view of the foregoing: *It is ordered*, That the subject petitions of National Broadcasting Co., Inc., and Columbia Broadcasting System, Inc. are granted, in part, and that the time for filing comments in the above-mentioned proceeding is extended from June 22, 1959, to August 3, 1959, with reply comments to be filed on or before September 15, 1959.

Adopted: May 20, 1959.

Released: May 21, 1959.

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

[F.R. Doc. 59-4437; Filed, May 26, 1959; 8:50 a.m.]

INTERSTATE COMMERCE COMMISSION

[49 CFR Parts 72, 73, 74, 77, 78]

[Docket No. 3666; Notice 39]

TRANSPORTATION OF EXPLOSIVES AND OTHER DANGEROUS ARTICLES

Notice of Proposed Rule Making

MAY 12, 1959.

The Commission is in receipt of applications for early amendment of the above-entitled regulations insofar as they apply to shippers in the preparation of articles for transportation, and to all carriers by rail and highway. The proposed amendments are set forth below and the reasons therefor are listed in the appendix set forth below.

Application for these amendments ordinarily would be considered at our next hearing in this docket. It appears, however, that the proposed amendments have been the subject of exchanges and study by interested parties, in which substantial agreement has been reached. In view thereof no oral hearing is contemplated at this time.

Any party desiring to make representations in favor of or against the proposed amendments may do so through the submission of written data, views, or arguments. The original and five copies of such submission may be filed with the Commission on or before June 11, 1959. The proposed amendments are subject to change or changes that may be made as a result of such submissions.

Notice to the general public will be given by depositing a copy of this notice in the Office of the Secretary of the Commission for public inspection, and by filing a copy of the notice with the Director, Federal Register Division.

AUTHORITY: 62 Stat. 738, 18 U.S.C. 831-835; 49 Stat. 546, 52 Stat. 1237, 54 Stat. 921, 49 U.S.C. 304.

By the Commission, Division 3.

[SEAL] HAROLD D. MCCOY,
Secretary.

PART 72—COMMODITY LIST OF EXPLOSIVES AND OTHER DANGEROUS ARTICLES CONTAINING THE SHIPPING NAME OR DESCRIPTION OF ALL ARTICLES SUBJECT TO PARTS 71–78 OF THIS CHAPTER

Amend § 72.5 Commodity List (18 F.R. 3133, June 2, 1953) (15 F.R. 8263, 8265, 8266, 8268, 8271, 8272, 8273, Dec. 2, 1950) (22 F.R. 11030, Dec. 31, 1957) (22 F.R. 7835, Oct. 3, 1957) as follows:

§ 72.5 List of explosives and other dangerous articles.

(a) * * *

Article	Classed as	Exemptions and packing (see sec.)	Label required if not exempt	Maximum quantity in 1 outside container by rail express
(Change)				
*Alcohol, n.o.s.	F.L.	73.118, 73.125	Red	10 gallons.
*Butyl alcohol. *See* Alcohol, n.o.s.				
Ethyl alcohol. *See* Alcohol, n.o.s.				
Methanol (methyl alcohol). *See* Wood alcohol.				
Methyl alcohol (methanol). *See* Wood alcohol.				
Vinyl chloride	F.G.	73.302, 73.308, 73.314, 73.315.	Red Gas	300 pounds.
(Add)				
Denatured alcohol. *See* Alcohol, n.o.s.				
Igniter fuse-metal clad	Expl. C.	No exemption, 73.106		150 pounds.
*Propyl alcohol. *See* Alcohol, n.o.s.				
*Tertiary alcohol. *See* Alcohol, n.o.s.				
Wood alcohol (methanol, methyl alcohol)	F.L.	73.118, 73.125	Red	10 gallons.
(Cancel)				
*Alcohol, butyl. *See* Alcohol, n.o.s.				
Alcohol, denatured. *See* Alcohol, n.o.s.				
Alcohol, ethyl. *See* Alcohol, n.o.s.				
*Alcohol, propyl. *See* Alcohol, n.o.s.				
*Alcohol, tertiary. *See* Alcohol, n.o.s.				
Alcohol, wood (methanol, methyl alcohol)	F.L.	73.118, 73.125	Red	10 gallons.

PART 73—SHIPPERS

Subpart A—Preparation of Articles for Transportation by Carriers by Rail Freight, Rail Express, Highway, or Water

1. In § 73.31 amend footnote * to table 1 in paragraph (g)(9) (22 F.R. 4789, July 9, 1957) to read as follows:

§ 73.31 Qualification, maintenance, and use of tank cars.

* * * * *

(g) * * *

(9) * * *

* Tanks and safety valves in chlorine service must be retested every two years at any time during the calendar month the retest falls due. See § 73.314(a) Note 18.

* * * * *

2. In § 73.32 amend paragraph (e)(2) (24 F.R. 903, Feb. 6, 1959) to read as follows:

§ 73.32 Qualification, maintenance, and use of portable tanks.

* * * * *

(e) * * *

(2) Every portable tank container which is constructed in accordance with ICC Specification 51 (§ 78.245 of this chapter), or qualified for transporting compressed gases as prescribed in these regulations shall be tested at least once in every five years in accordance with paragraph (e) (3), (4), and (5) of this section. A written record indicating the dates and results of all required pressure tests shall be retained.

Subpart B—Explosives; Definitions and Preparation

1. In § 73.53 amend paragraphs (h)(1) and (n) (15 F.R. 8285, 8286, Dec. 2, 1950) to read as follows:

§ 73.53 Definition of class A explosives.

* * * * *

(h) * * *

(1) A shaped charge, commercial, consists of a plastic, paper, or other suitable container comprising a charge of not to exceed 8 ounces of a high explosive containing no liquid explosive ingredient and with a hollowed-out portion (cavity) lined with a rigid material. Detonators or other initiating elements shall not be assembled in the device unless approved by the Bureau of Explosives.

(No change in Notes 1 through 5.)

(n) *Explosive mines.* Explosive mines are metal or composition containers filled with a high explosive.

2. In § 73.60 amend paragraph (a) (6) (20 F.R. 8099, Oct. 28, 1955) to read as follows:

§ 73.60 Black powder and low explosives.

(a) * * *

(6) Spec. 12H, 23F, or 23H (§§ 78.209, 78.214, or 78.219 of this chapter). Fiberboard boxes with inside cylindrical fiber cartridges not over 5 inches diameter nor over 18 inches long with fiber at least 0.05 inch thick paraffined on outer surface with joints securely glued or cemented, or strong paraffined paper cartridges not over 12 inches long authorized only for compressed pellets (cylindrical block) ⅞ inch or more in diameter. Authorized gross weight not to exceed 65 pounds.

3. In § 73.100 add paragraph (dd) (15 F.R. 8296, Dec. 2, 1950) to read as follows:

§ 73.100 Definition of class C explosives.

* * * * *

(dd) Igniter fuse-metal clad consists of a base lead tube with a core of high explosive composition in quantity not exceeding 20 grains per foot.

4. In § 73.106 amend the heading and paragraph (a) (15 F.R. 8296, Dec. 2, 1950) to read as follows:

§ 73.106 Cartridge bags, empty, with black powder igniters, igniters, safety squibs, electric squibs, delay electric igniters, igniter fuse-metal clad, and fuse lighters or fuse igniters.

(a) Cartridge bags, empty, with black powder igniters, igniters, safety squibs, electric squibs, delay electric igniters, igniter fuse-metal clad, and fuse lighters or fuse igniters must be packed in strong fiberboard or wooden boxes or wooden or metal barrels or drums properly described and properly marked with the name of the article packed therein.

Subpart C—Flammable Liquids; Definition and Preparation

1. In § 73.127 amend the heading (23 F.R. 4028, June 10, 1958) to read as follows:

§ 73.127 Nitrocellulose or collodion cotton, fibrous, or nitrostarch, wet, nitrocellulose flakes, colloided nitrocellulose, granular or flake, and lacquer base or lacquer chips, wet.

2. In § 73.136 add paragraph (a) (8) (15 F.R. 8302, Dec. 2, 1950) to read as follows:

§ 73.136 Methyl dichlorosilane and trichlorosilane.

(a) * * *

(8) Spec. MC 330 (§ 78.336 of this chapter). Tank motor vehicle.

3. In § 73.145 add paragraph (a) (7) (20 F.R. 8101, Oct. 28, 1955) to read as follows:

§ 73.145 Dimethylhydrazine, unsymmetrical, and methylhydrazine.

(a) * * *

(7) Spec. MC 300, MC 301, MC 302, MC 303, MC 310, or MC 311 (§§ 78.321, 78.322, 78.323, 78.324, 78.330, or 78.331 of this chapter). Tank motor vehicles equipped with steel safety valves of approved design. Spec. MC 300, MC 301, MC 302, and MC 303 (§§ 78.321, 78.322, 78.323, 78.324 of this chapter) cargo tanks must not be equipped with bottom outlets. Authorized only for dimethylhydrazine, unsymmetrical.

Subpart D—Flammable Solids and Oxidizing Materials; Definition and Preparation

1. In § 73.150 amend paragraph (a) (15 F.R. 8302, 8303, Dec. 2, 1950) to read as follows:

§ 73.150 Flammable solid; definition.

(a) A flammable solid, for the purpose of Parts 71–78 of this chapter, is any solid material, other than one classified as an explosive, which is liable, under conditions incident to transportation, to cause fires through friction, through absorption of moisture, through spontaneous chemical changes as a result of retained heat from the manufacturing or processing, or which can be ignited readily by external sparks or flame and when so ignited burns vigorously and persistently.

2. In § 73.190 amend paragraph (b) (4) 21 F.R. 3010, May 5, 1956) to read as follows:

§ 73.190 Phosphorus, white or yellow.

* * * * *

(b) * * *

(4) Spec. MC 310 or MC 311 (§§ 78.330 or 78.331 of this chapter), tank motor vehicles, without bottom outlet and with insulation at least 4 inches in thickness, except that 2 inches of insulation is authorized for tanks equipped with an exterior heating jacket. Interior heating coils are not authorized. The material must be immersed in water or be blanketed with an inert gas and be loaded at a temperature not exceeding 140° F. After unloading, the tank must be filled to its entire capacity with an inert gas or to its entire capacity with water having a temperature not exceeding 140° F.

3. In § 73.219 cancel paragraph (a) (2) (15 F.R. 8311, Dec. 2, 1950) as follows:

§ 73.219 Potassium perchlorate.

(a) * * *

(2) Canceled.

Subpart E—Acids and Other Corrosive Liquids; Definition and Preparation

1. In § 73.240 amend paragraph (a) (15 F.R. 8312, Dec. 2, 1950) to read as follows:

§ 73.240 Acids and other corrosive liquids; definition.

(a) Corrosive liquids, for the purpose of Parts 71–78 of this chapter, are those acid or alkaline caustic liquids containing 10 percent or more of free mineral acid or caustic soda or mixtures which are equally corrosive, and other liquids which are liable to cause severe damage to living tissue by chemical action or which are liable on contact to cause severe damage to other freight by chemical action or which are liable to cause fire on contact with other lading under conditions incident to transportation.

2. In § 73.249 add paragraph (a) (11); amend the introductory text of paragraph (b) and amend paragraph (b) (1) (15 F.R. 8314, Dec. 2, 1950) (21 F.R. 3011, May 5, 1956) (21 F.R. 7601, Oct. 4, 1956) to read as follows:

§ 73.249 Alkaline corrosive liquids, n.o.s., alkaline caustic liquids, n.o.s., alkaline battery fluids, and sodium aluminate, liquid.

(a) * * *

(11) Spec. 29 (§ 78.226 of this chapter). Mailing tubes, with not more than one inside polyethylene bottle not over 1-quart capacity each.

(b) Alkaline corrosive liquids, n.o.s., alkaline caustic liquids, n.o.s., alkaline battery fluids, and sodium aluminate, liquid, when offered for transportation by rail express, must be packed in specification containers as follows (also authorized for transportation by carriers by rail freight, highway, or water):

(1) In containers as prescribed in paragraphs (a) (8), (9), (10), and (11) of this section.

3. In § 73.260 amend paragraph (a) (2) (15 F.R. 8315, Dec. 2, 1950) to read as follows:

§ 73.260 Electric storage batteries, wet.

(a) * * *

(2) Spec. 12B (§ 78.205 of this chapter). Fiberboard box as authorized by §§ 78.205–25(a), 78.205–28(a), and 78.205–35(a) of this chapter.

4. In § 73.266 add paragraph (f) (2); cancel paragraph (g) (15 F.R. 8319, Dec. 2, 1950) (16 F.R. 5325, June 6, 1951) to read as follows:

§ 73.266 Hydrogen peroxide solution in water.

* * * * *

(f) * * *

(2) Spec. MC 310–H_2O_2 (§ 78.330 of this chapter). Tank motor vehicles. Tanks shall be welded construction of aluminum meeting the requirements of § 78.330–9(a) of this chapter having a minimum wall thickness of one-half inch, and must be built to a design working pressure of not less than 40 psig. and shall be designed so that internal surfaces may be effectively cleaned and passivated; all openings to be located on top of tank; all valves and safety devices shall be provided with overturn protection and dust covers; metal identification plate required by § 78.330–5(a) of this chapter shall be marked "ICC MC 310–H_2O_2" and in addition the vehicle shall be clearly marked in letters not less than one inch high "FOR HYDROGEN PEROXIDE ONLY"; designs for venting and pressure relief devices must be approved by the Bureau of Explosives.

(g) Canceled.

5. In § 73.271 add paragraphs (a) (12), (13), and (14); cancel paragraphs (b), (c), and (d) (15 F.R. 8321, Dec. 2, 1950) (22 F.R. 2226, Apr. 4, 1957) (21 F.R. 3011, May 5, 1956) (21 F.R. 9357, Nov. 30, 1956) to read as follows:

§ 73.271 Phosphorus oxychloride, phosphorus trichloride, and thiophosphoryl chloride.

(a) * * *

(12) Spec. 5A or 5C (§§ 78.81 or 78.83 of this chapter). Metal barrels or drums. Authorized for phosphorus trichloride and thiophosphoryl chloride.

(13) Spec. MC 310 or MC 311 (§§ 78.330 or 78.331 of this chapter). Tank motor vehicles when tanks are clad with 20 percent Type 316 stainless steel. Authorized for phosphorus oxychloride only.

(14) Spec. MC 310 or MC 311 (§§ 78.330 or 78.331 of this chapter). Tank motor vehicles made from Type 316 stainless steel. Authorized for phosphorus trichloride only.

(b) Canceled.

(c) Canceled.

(d) Canceled.

Subpart F—Compressed Gases; Definition and Preparation

1. In § 73.308 paragraph (a) table, amend the entry "Vinyl chloride, inhibited" (20 F.R. 8103, Oct. 28, 1955) to read as follows:

§ 73.308 Compressed gases in cylinders.

(a) * * *

Kind of gas	Maximum permitted filling density (see Note 12)	Cylinders (see Note 11) marked as shown in this column must be used except as provided in Note 1 and § 73.34 (a) to (e)
(Change)	*Percent*	
Vinyl chloride. (See Note 7).	84	ICC-4B150, without brazed seams; ICC-4BA225, without brazed seams; ICC-3A150; ICC-3AA150; ICC-25.

* * * * *

2. In § 73.314 paragraph (a) table, amend the entry "Vinyl chloride, inhibited" (22 F.R. 4791, July 9, 1957) to read as follows:

§ 73.314 Compressed gases in tank cars.

(a) * * *

Kind of gas	Maximum permitted filling density, Note 1	Required type of tank car, Note 2
(Change)	*Percent*	
Vinyl chloride. (See Note 14.)	84 87	ICC-106A500, 106A500X, Note 12. ICC-105A200-W, Note 9.

3. In § 73.315 amend paragraph (a) (1) table; amend paragraph (h) table; amend paragraph (i) (2) table (24 F.R. 906, Feb. 6, 1959) (22 F.R. 7838, Oct. 3, 1957 to read as follows:

§ 73.315 Compressed gases in cargo tanks and portable containers.

(a) * * *

Kind of gas	Maximum permitted filling density		Specification container required	
	Percent by weight (see Note 1)	Percent by volume (see par. (f) of this section)	Type (see Note 2)	Minimum design pressure (psig)
(Change)				
Vinyl chloride	84	See Note 7	MC-330	150

* * * * *

(h) * * *

Kind of gas	Permitted gauging device
(Change)	
Vinyl chloride	None.

* * * * *

(i) * * *

(2) * * *

Kind of gas	Minimum start-to-discharge pressure (psig)
(Change)	
Vinyl chloride	150

Subpart G—Poisonous Articles; Definition and Preparation

1. In § 73.332 add paragraph (d) (15 F.R. 8333, Dec. 2, 1950) to read as follows:

§ 73.332 Hydrocyanic acid, liquid (prussic acid) and hydrocyanic acid liquefied

* * * * *

(d) Spec. 105A500-W (§ 78.288 of this chapter). Tank cars. Tank cars having tanks which must be equipped with approved dome fittings and safety devices, and with cork insulation at least 4 inches in thickness. Tanks must be stenciled on both sides in letters not less than 2 inches high, "HYDROCYANIC ACID ONLY". Written procedure covering details of tank car appurtenances, dome fittings and safety devices, and marking, loading, handling, inspection, and testing practices shall be filed with and approved by the Bureau of Explosives before any tank car is offered for transportation of hydrocyanic acid.

2. In § 73.345 amend paragraph (a) (1) (15 F.R. 8334, Dec. 2, 1950) to read as follows:

§ 73.345 Exemptions for poisonous liquids, class B.

(a) * * *.

(1) In glass or earthenware containers not over 1 quart capacity each, or in metal containers or polyethylene bottles not over 1 gallon capacity each, packed in strong outside wooden boxes or barrels.

* * * * *

3. In § 73.373 add paragraph (a) (4) (15 F.R. 8338, Dec. 2, 1950) to read as follows:

§ 73.373 Paranitraniline.

(a) * * *.

(4) In addition to specification containers prescribed in this section, paranitraniline may be shipped in bulk in strong, water-tight, metal-bodied covered hopper motor vehicles.

Subpart I—Shipping Instructions

In § 73.432 amend paragraph (a) (19 F.R. 8529, Dec. 14, 1954) to read as follows:

§ 73.432 Tank car shipments.

(a) Tank cars containing flammable liquids or flammable poison gas having a flash point of 80° F. or below, except liquid road asphalt or tar, must not be offered for shipment unless originally consigned or subsequently reconsigned to parties having private-siding (see Note 1 of this section) or to parties using railroad-siding facilities which have been equipped for piping the liquid from tank cars to permanent storage tanks of sufficient capacity to receive contents of car.

PART 74—CARRIERS BY RAIL FREIGHT

In § 74.532 amend paragraphs (k) and (L) (5) (23 F.R. 2329, Apr. 10, 1958) (15 F.R. 8348, Dec. 2, 1950) to read as follows:

§ 74.532 Loading other dangerous articles.

* * * * *

(k) Nitrates, except ammonium nitrate having organic coating, listed in § 73.182(b) of this chapter must be loaded in clean closed cars, which shall be free of loose boards, cracks, holes, or exposed decayed spots. Interior of cars must be swept clean and be free of any projections capable of injuring bags when so packaged. Doors of cars must have tight closures. Ammonium nitrate or ammonium nitrate fertilizer, having no organic coating, ammonium nitrate mixed fertilizer, or ammonium nitrate-

phosphate, in bulk may be loaded in clean covered hopper cars. Ammonium nitrate having organic coating must be loaded in all-wood box cars, or wooden box cars with steel roofs, or steel box cars with wooden floors and must not be loaded in all-metal cars. Journals and boxes must be in good condition. (See § 74.541(a)(1).)

(1) * * *

(5) Gas handlers. Each shipment of one or more carloads, as described in subparagraphs (1), (2), (3), and (4) of this paragraph, shall be accompanied by a crew of qualified gas handlers, supplied with equipment to handle leaks or other container failure, which will permit the escape of gas. Gas handlers will remain with the shipment during the entire time that it is in the custody of the carrier. Gas handlers will, in the event of leakage or escape of gas, make repairs and perform decontamination, if necessary. If they need assistance they will advise the carrier's representative as to the nearest Chemical Warfare Service Depot and aid required.

Subpart C—Placards on Cars

1. In § 74.542 add paragraph (b) (15 F.R. 8350, Dec. 2, 1950) to read as follows:

§ 74.542 "Poison gas" placards.

* * * * *

(b) *"Flammable poison gas" placards.* "Flammable poison gas" placards as prescribed in § 74.556 must be applied to Class 105 tank cars containing hydrocyanic acid.

2. Add § 74.556 (15 F.R. 8352, Dec. 2, 1950) to read as follows:

§ 74.556 Flammable poison gas placard.

(a) The "Flammable poison gas" placard must be of rectangular shape, measuring 13 by 17 inches, and must bear the wording as shown in the following cut; the printing must be in red with the exception of name of contents which must be in black, as follows:

FLAMMABLE POISON GAS PLACARD

(Reduced Size)

(b) The reverse side of such placards may bear the wording as prescribed for the "Flammable Poison Gas—Empty" placard. (See § 74.563).

Subpart D—Unloading From Cars

1. In § 74.560 amend paragraph (a) (19 F.R. 8529, Dec. 14, 1954) to read as follows:

§ 74.560 Tank car delivery.

(a) Tank cars containing flammable liquids or flammable poison gas having a flash point of 80° F. or below, except liquid road asphalt or tar, must not be delivered unless originally consigned or subsequently reconsigned to parties having private-siding (see Note 1 of this section) or to parties using railroad-siding facilities which have been equipped for piping the liquid from tank cars to permanent storage tanks of sufficient capacity to receive contents of car.

2. In § 74.562 add paragraph (d) (15 F.R. 8353, Dec. 2, 1950) to read as follows:

§ 74.562 Removal of placards and car certificate after unloading.

* * * * *

(d) After flammable poison gas is unloaded from tank car, the party unloading the car must remove all shipping cards and "Flammable Poison Gas" placards from car. "Dangerous—Empty Flammable Poison Gas" placards detailed in § 74.563 must be applied to empty tank car.

3. In § 74.563 amend the heading and paragraph (a); add paragraphs (d) and (e) (23 F.R. 2329, Apr. 10, 1958) (15 F.R. 8353, Dec. 2, 1950) to read as follows:

§ 74.563 "Dangerous—Empty" placards.

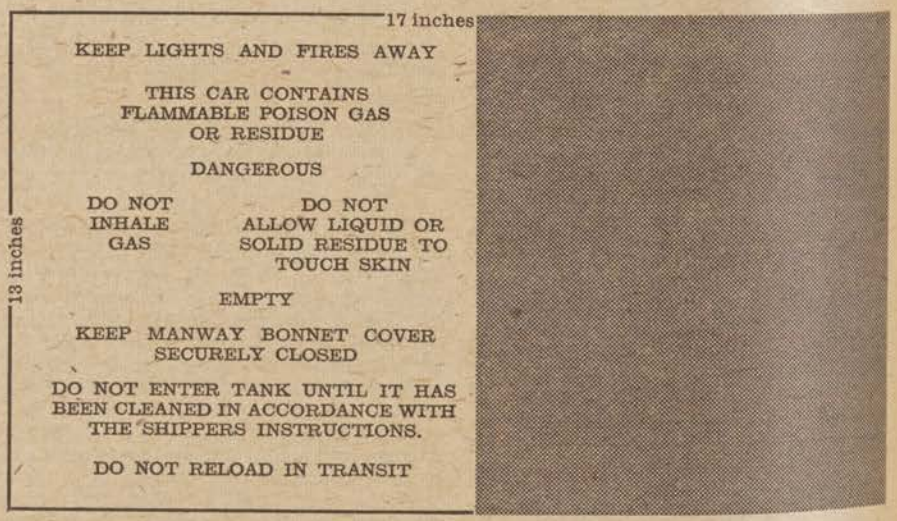
(a) "Dangerous—Empty" placards must measure 10¾ inches on each side (see paragraph (d) of this section for "Flammable Poison Gas—Empty" placard). The printing must be as shown in the cuts in this section, in black on strong white paper, or on tag board designated commercially as 100 percent sulphate, weighing 125 pounds per ream, of sheets 24 inches by 36 inches, and having a resistance of not less than 60 pounds per square inch, Mullen test.

* * * * *

(d) "Flammable Poison Gas—Empty" placard must be of rectangular shape, measuring 13 inches by 17 inches and must bear the wording as shown in the following cut:

"FLAMMABLE POISON GAS—EMPTY" PLACARD

(Reduced Size)



(e) The reverse side of such placards may bear the wording as prescribed for the "Flammable Poison Gas" placard. (See § 74.556.)

Subpart E—Handling by Carriers by Rail Freight

1. In § 74.582 amend paragraph (b) (15 F.R. 8354, Dec. 2, 1950) to read as follows:

§ 74.582 Movement to be expedited.

* * * * *

(b) No tank car loaded with flammable liquid, flammable poison gas or compressed flammable gas shall be received and held at any point, subject to forwarding orders, so as to defeat the purpose of this section or of § 74.560.

2. In § 74.584 amend entire table in paragraph (a); amend paragraph (f) (21 F.R. 4433, June 23, 1956) (17 F.R. 4296, May 10, 1952) (22 F.R. 3926, June 5, 1957) (24 F.R. 907, Feb. 6, 1959) (21 F.R. 3013, May 5, 1956) to read as follows:

§ 74.584 **Waybills, switching orders, or other billing.**

(a) * * *

	Label notation to follow entry of the article on the billing	Placard notation to follow entry of the article on the billing	Placard endorsement must be ⅜" high and appear on the billing near the space provided for the car number
For high explosives, initiating explosives, low explosives, and blasting caps or electric blasting caps more than 1,000 in quantity, class A.	None	"Explosive Placard"	"Explosives".
For explosive chemical ammunition containing class A poison gas.	Poison gas label	"Explosives and Poison Gas Placard".	"Explosives" and "Poison Gas".
For explosives, class B	None	"Dangerous Placard"	"Dangerous".
For explosives, class C	do	None	None.
For flammable liquids	Red label	"Dangerous Placard"	"Dangerous".
For flammable solids	Yellow label	do	Do.
For oxidizing materials	do	do	Do.
For corrosive liquids	White label	do	Do.
For compressed nonflammable gases in containers other than tank cars.	Green label	None	None.
For compressed nonflammable gases in tank cars.	None	"Dangerous Placard"	"Dangerous".
For compressed flammable gases	Red gas label	do	Do.
For poisonous gases or liquids, class A.	Poison gas label	"Poison Gas Placard"	"Poison Gas".
For flammable poisonous liquids, class A, in tank cars.	None	"Flammable Poison Gas Placard".	"Flammable Poison Gas".
For poisonous liquids or solids, class B.	Poison label	"Dangerous Placard"	"Dangerous".
For tear gases, class C	Tear gas label	None	None.
For radioactive materials, class D poison.	Radioactive material label.	"Dangerous Radioactive Material Placard".	"Dangerous Radioactive mterial".
For tank cars filled with water or inert gas and last containing phosphorus.	None	"Caution—this car contains residual phosphorus and must be kpet filled with (water) or (inert gas)".	"Caution—Residual Phosphorus".

* * * * *

(f) The car ticket, card waybill, running slip, envelope containing waybills, or any other billing for any loaded car which in this chapter should bear "Explosives", "Dangerous", "Dangerous—Radioactive material", "Poison Gas", or "Flammable Poison Gas" placards must have plainly stamped, or plainly written, on the face of such billing, near the car number, in letters not less than three-eighths of an inch high, the words "Explosives", "Dangerous", "Dangerous—Radioactive material", "Poison Gas", or "Flammable Poison Gas"; and for container cars must also show which of the containers loaded thereon contain dangerous articles.

* * * * *

3. In § 74.589 amend the introductory text of paragraph (b); amend the introductory text of paragraph (c); amend paragraph (h)(5); amend paragraph (j)(5); amend paragraph (k); amend paragraph (L); amend the introductory text of paragraph (m) and (m)(1) (22 F.R. 3927, June 5, 1957) (20 F.R. 953, Feb. 15, 1955) (15 F.R. 8356, Dec. 2, 1950) (21 F.R. 4433, June 23, 1956) to read as follows:

§ 74.589 **Handling cars.**

* * * * *

(b) *Placards on cars.* A car requiring car certificates and "Explosives", "Dangerous", "Dangerous—Radioactive material", "Poison Gas", "Flammable Poison Gas", or "Caution—Residual Phosphorus" placards under the provisions of this part shall not be transported unless such freight car is at all times placarded and certificated as required. Placards and car certificates lost in transit shall be replaced at next inspection point and those not required shall be removed.

* * * * *

(c) *Switching cars containing explosives, poison gas, or flammable poison gas or placarded trailers on flat cars.* A car placarded "Explosives", "Poison Gas", or "Flammable Poison Gas", or any flat cars carrying a placarded trailer shall not be cut off while in motion. No car moving under its own momentum shall be allowed to strike any car placarded "Explosives", "Poison Gas", or "Flammable Poison Gas", or any flat car carrying a placarded trailer nor shall any such car be coupled into with more force than is necessary to complete the coupling.

* * * * *

(h) * * *

(5) Any car placarded "Poison Gas" or "Flammable Poison Gas".

* * * * *

(j) * * *

(5) Any car placarded "Poison Gas" or "Flammable Poison Gas".

* * * * *

(k) *Position in freight train or mixed train of cars placarded "Poison Gas", "Flammable Poison Gas", or containing poison liquids, class A.* In a freight train or mixed train either standing or during transportation thereof, a car placarded "Poison Gas", "Flammable Poison Gas" or containing poison liquids, class A, shall not be next to other freight cars placarded "Explosives" or cars placarded "Dangerous".

(l) *Position in freight train or mixed train of cars placarded "Explosives" or "Poison Gas", or both, and cars placarded "Flammable Poison Gas" when accompanied by cars carrying guards or gas handling crews.* A car requiring "Explosives" or "Poison Gas" placards, or both, and a car requiring "Flammable Poison Gas" placards, shall be next to and ahead of the car occupied by the guards or gas handling crews accompanying such car; except that when the car occupied by guards or gas handling crews is equipped with a lighted heater or stove it shall be the fourth car behind a car or cars requiring "Explosives" placards.

(m) *Cars containing explosives, poison gas, or flammable poison gas and tank cars placarded "Dangerous" in passenger or mixed trains.* Cars containing explosives, class A, poison gases or liquids, class A, or flammable poison gas, and tank cars requiring "Dangerous" placards shall not be transported in a passenger train. Such cars may be transported in mixed trains but only at such times and between such points that freight train service is not in operation.

(1) Cars containing explosives, class A, poison gases or liquids, class A, or flammable poison gas, and tank cars placarded "Dangerous" shall not be transported next to occupied cabooses or cars carrying passengers in mixed trains, except as provided in paragraph (l) of this section.

4. In § 74.597 amend the introductory text of paragraph (e) (22 F.R. 3927, June 5, 1957) to read as follows:

§ 74.597 **Leaking packages of acid or poisons.**

* * * * *

(e) *Radioactive materials—Poison class D.* In event of breakage of container, wreck, fire, or unusual delay involving cars placarded "Dangerous—Radioactive material" as prescribed in § 74.541(b), the car and any loose radioactive material must be isolated as far as possible from danger of human contact and no persons must be allowed to remain close to the car or contents needlessly until qualified persons are available to supervise handling. The shipper and the Bureau of Explosives should be notified immediately. Details involving the handling of radioactive materials in the event of a wreck may be found in Bureau of Explosives' Pamphlet No. 22 covering "Recommended Practice for Handling Collisions and Derailments involving Explosives, Gasoline and Other Dangerous Articles."

PART 77—SHIPMENTS MADE BY WAY OF COMMON, CONTRACT, OR PRIVATE CARRIERS BY PUBLIC HIGHWAY

Subpart A—General Information and Regulations

In § 77.823 amend the introductory text of paragraph (b) and amend paragraph (b)(2); amend the introductory text of paragraph (d); add paragraph (h) (15 F.R. 8364, Dec. 2, 1950) (20 F.R. 8106, Oct. 28, 1955) to read as follows:

§ 77.823 **Marking on motor vehicles and trailers.**

* * * * *

(b) *Tank motor vehicles.* Every tank motor vehicle used for the transportation of any flammable liquid or flammable solid, regardless of the quantity being transported, or whether loaded or empty, shall be conspicuously and legibly marked on each side and the rear thereof, in letters at least 3 inches high on a background of sharply contrasting color, optionally, as follows:

* * * * *

(2) With the common name of the flammable liquid or flammable solid being transported.

* * * * *

(d) *Tank motor vehicles.* Every tank motor vehicle used for the transportation of any compressed gas, regardless of the quantity being transported, or whether loaded or empty, shall be conspicuously and legibly marked on each side and the rear thereof on a background of sharply contrasting color with a sign or lettering on the tank or motor vehicle with the words "COMPRESSED GAS," "FLAMMABLE COMPRESSED GAS," or "FLAMMABLE GAS," as appropriate in letters at least 6 inches high; and in letters at least 2 inches high with a commonly accepted name of the contents, such as "ANHYDROUS AMMONIA," "CARBON DIOXIDE," "CHLORINE," "NITROUS OXIDE," "SULFUR DIOXIDE," "LIQUEFIED PETROLEUM GAS," "PROPANE," or "BUTANE."

* * * * *

(h) Every motor vehicle, tank motor vehicle, or motor vehicle trailer, containing any explosive or any other dangerous article, when offered for transportation by carrier by rail freight, must be placarded as prescribed in § 74.549 of this chapter.

PART 78—SHIPPING CONTAINER SPECIFICATIONS

Subpart F—Specifications for Fiberboard Boxes, Drums, and Mailing Tubes

1. In § 78.205–25 amend paragraph (a); add § 78.205–35 (15 F.R. 8476, Dec. 2, 1950) to read as follows:

§ 78.205 Specification 12B; fiberboard boxes.

§ 78.205–25 Special box; authorized only for wet electric storage batteries of the glass cell type or synthetic resin (plastic) type.

(a) Must comply with this specification except as follows: Must be one-piece type of double wall corrugated fiberboard at least 275-pound test; must have linings to extend around four faces with joint in center of or at end of one face but at no time may joint of box and joint of liner coincide; lining to be of sufficient height to support vertical scorings of box; lining to be made of double wall corrugated board with minimum test of 275 pounds, top of battery or batteries to be protected by trays or scored sheets of corrugated fiberboard having minimum test of 200 pounds; bottom of batteries to be protected by minimum of one excelsior pad or one double wall corrugated fiberboard pad; when one or more batteries are packed in same carton, batteries must be separated by a minimum of one thickness of double wall corrugated fiberboard having minimum test of 275 pounds; authorized gross weight 95 pounds.

§ 78.205–35 Special box; authorized only for aircraft type wet electric storage batteries.

(a) Box shall comply with this specification and shall be constructed of at least 275-pound test double-faced corrugated fiberboard. Inside corrugated fiberboard cushioning shall be provided as necessary to prevent short-circuits, breakage under normal conditions of transportation, and superimposed weights on links, covers, or other parts weaker than the battery case. Not more than one wet electric storage battery shall be packed in a box and gross weight shall not exceed 85 pounds.

2. In § 78.209–8 amend paragraphs (a) (2) and (3); in § 78.209–10 amend paragraph (a); in § 78.209–12 amend the introductory text of paragraph (b); in § 78.209–14 amend paragraph (a) (20 F.R. 8110, Oct. 28, 1955) to read as follows:

§ 78.209 Specification 12H; fiberboard boxes.

§ 78.209–8 Type authorized.

(a) * * *

(2) Box to consist of full depth top and bottom sections completely telescoping. No inner lining tube required. Three variations are authorized: one with bottom slotted on ends and cover on sides; second, with both cover and bottom slotted on sides; and third, with sides and ends (both covers and bottom) not slotted, manufacturer's joint a side lap glued or stapled to end, closing flaps to form top and bottom of box with side closing flaps cut and overlapping.

(No change in Note 1.)

(3) Box to consist of 1-piece or 3-piece, without recessed heads, fitted with lining tube as prescribed in § 78.209–11, except that lining tube is not required for boxes used for shipment of electric blasting caps packed in accordance with § 73.66(g)(1) of this chapter. Flaps must butt or have full overlap except that inner flaps may overlap ½ inch.

§ 78.209–10 Joints.

(a) Lapped 1½" and stitched at 2½" intervals and within 1" of each end of joint; except for full depth telescope style boxes, body joints must be double-stitched (two parallel rows of stitches).

* * * * *

§ 78.209–12 Closing for shipment.

* * * * *

(b) For full telescope and 1-piece or 3-piece type boxes as prescribed in § 78.209–8 (a) (2) and (a) (3) by coating with adhesive at least 50 percent of the entire contact surface of the closing flaps or by one of the following methods:

* * * * *

§ 78.209–14 Special tests.

(a) *By whom and when.* By or for each plant making the boxes; at beginning of manufacture and at six-month intervals thereafter; on largest size, by weight. Smaller sizes need not be tested if they have the same or equivalent construction. Report of results, with all pertinent data, to be maintained on file for one year; copy to be filed with the Bureau of Explosives.

3. In § 78.210–6 amend paragraph (a) (22 F.R. 7842, Oct. 3, 1957) (23 F.R. 7651, Oct. 3, 1958) to read as follows:

§ 78.210 Specification 12A; fiberboard boxes.

§ 78.210–6 Boxes authorized.

(a) Corrugated fiberboard boxes having gross weight not over 80 pounds of the following strengths are authorized:

Gross weight not over (pounds)	Corrugated fiberboard strength (Mullen or Cady test) minimum	
	Double-faced	Double-wall
20	200	200
50	275	200
80		275

* * * * *

4. In § 78.214–18 amend paragraph (a) (15 F.R. 8480, Dec. 2, 1950) to read as follows:

§ 78.214 Specification 23F; fiberboard boxes.

§ 78.214–18 Special tests.

(a) *By whom and when.* By or for each plant making the boxes; at beginning of manufacture and at six-month intervals thereafter; on largest size, by weight. Smaller sizes need not be tested if they have the same or equivalent construction. Report of results, with all pertinent data, to be maintained on file for one year; copy to be filed with the Bureau of Explosives.

5. In § 78.219–14 amend paragraph (a) (17 F.R. 1564, Feb. 20, 1952) to read as follows:

§ 78.219 Specification 23H; fiberboard boxes.

§ 78.219–14 Special tests.

(a) *By whom and when.* By or for each plant making the boxes; at beginning of manufacture and at six-month intervals thereafter; on largest size, by weight. Smaller sizes need not be tested if they have the same or equivalent construction. Report of results, with all pertinent data, to be maintained on file for one year; copy to be filed with the Bureau of Explosives.

Subpart J—Specifications for Containers for Motor Vehicle Transportation

In § 78.330–3 amend paragraph (a); in § 78.330–5 paragraph (a) amend footnote 3; in § 78.330–8 amend paragraph (a); in § 78.330–9 amend paragraph (a); in § 78.330–11 amend paragraph (a); in § 78.330–14 amend paragraphs (a) and (c) (18 F.R. 6782, Oct. 27, 1953) (15 F.R. 8554, 8555, Dec. 2, 1950) (22 F.R. 11038, Dec. 31, 1957) (22 F.R. 7848, Oct 3, 1957) (21 F.R. 7611, Oct. 4, 1956) to read as follows:

§ 78.330 Specification MC 310; cargo tanks.

§ 78.330–3 New tank motor vehicles.

(a) Except as provided in § 78.330–4, every new tank motor vehicle acquired by a motor carrier on or after June 15, 1940, for the transportation of any corrosive liquid shall comply with the requirements of specifications MC 310 or MC 311. A certificate from the manu-

facturer of the cargo tank, or from a competent testing agency, certifying that each such tank is designed and constructed in accordance with the requirements of either specification, shall be procured, and such certificate shall be retained in the files of the carrier during the time that such tank is employed in the transportation of corrosive liquids by him. In lieu of this certificate, if the motor carrier himself elects to ascertain if any such tank fulfills the requirements of either specification by his own test, he shall similarly retain the test data. Where such tanks are used for hydrogen peroxide in concentrations exceeding 52 percent by weight, such certificate or test data shall indicate that the tank complies with special provisions of this specification for that lading.

§ 78.330–5 Marking of cargo tanks.

(a) *Metal identification plate.* * * *

[1] Substitute "ICC SPEC–T–118", or "ICC 7.5–S–1", or "ICC MC 310–H_2O_2", or "NO SPECIFICATION", as appropriate.

§ 78.330–8 Must comply with A.S.M.E. Code.

(a) Tanks built under this specification shall be designed and constructed in accordance with and fulfill all requirements of Section VIII of the Code for Unfired Pressure Vessels of the American Society of Mechanical Engineers, 1949, 1950, 1952 or 1956 editions, which are hereafter referred to as "the Code".

* * * * *

§ 78.330–9 Material.

(a) As specified in paragraphs U–12, U–13, and U–20 of the A.S.M.E. Code for Unfired Pressure Vessels, 1949 Edition, no revisions. Tanks may be constructed of ferrous materials listed in Table U–2 including the stainless steels or of nickel or nickel alloys as listed in Table U–3 of the Code. Use of other materials listed in Table U–3 may be authorized by the Commission upon submission of satisfactory supporting data. Materials for tanks transporting hydrogen peroxide over 52 percent by weight, must comply with the 1956 edition of the Code, but shall be limited to Aluminum Association Nos. 1060, 1160, 1260, 1360, 5254 and 5652. Other aluminum alloys may be authorized by the Commission upon submission of satisfactory supporting data.

* * * * *

§ 78.330–11 Joints.

All joints and seams formed in the manufacture of any cargo tank shall be made tight by welding, riveting, riveting and welding, brazing, or riveting and brazing, at the option of the motor carrier, subject to the limitation that any of the aforesaid methods are permissible only when any one of them or combination as used in the tank is not subject to adverse action by the nature of the corrosive liquid which is to be transported in such tank provided that joints in tanks for hydrogen peroxide of concentration exceeding 52 percent shall be made by welding only, with subsequent heat treating or peening permissible.

§ 78.330–14 Tank outlets.

(a) *No bottom outlets.* Except as provided hereinafter, no cargo tanks, except those used for the shipments of sludge acid or alkaline corrosive liquids, and no tanks for the transportation of hydrogen peroxide in concentrations exceeding 52 percent by weight, shall have bottom discharge outlets; outlets leaving the cargo tank at or near the top but having the end of the outlet below the top liquid level shall not be considered as bottom outlets but such outlets must be equipped with a shut-off valve at the point of outlet from the cargo tank and a shut-off valve or a blank flange or screw-on cap at the discharge end of the outlet and must not be moved with any of the contents in the line beyond the point where it leaves the cargo tank. The valve at the tank shall be protected against damage in the event of overturn. Cargo tanks used for the transportation of sludge acid and/or alkaline corrosive liquids may be equipped with bottom outlets when the products to be transported are too viscous to be unloaded through a dome connection or top outlet provided such bottom outlets are equipped with an effective and reliable shut-off valve located inside the shell of the tank, tank compartment outlet, or sump if the sump is integral with the tank.

* * * * *

(c) *Bottom wash-out chambers.* Except as specified in paragraph (c)(1) of this section tanks may be equipped with bottom washout chambers. Bottom washout chambers shall be of metal not subject to rapid deterioration by the lading and shall be provided with a liquid-tight closure at its lower end. If used for loading or unloading, they shall be equipped with a valve or plug at the upper end.

(1) Bottom washout chambers are not permitted on tanks used for the transportation of hydrogen peroxide of concentration exceeding 52 percent by weight.

APPENDIX

Section, Paragraph, and Reason for Amendment

72.5(a) Commodity List; Provides changes, additions, and cancellations to keep commodity list on a current basis.

73.31(g)(9) table 1 footnote a; To permit the retesting of tank cars in chlorine service during any time in the calendar month in lieu of specific date.

73.32(e)(2); To clarify that the pressure retest records for spec. 51 portable tank must indicate the dates and results of the tests.

73.53(h)(1); To permit assembly of detonators to shaped charges when of a safe type.

73.53(n); To provide a more complete description of the enclosure of explosive mines.

73.60(a)(6); To remove the requirement for lining of fiberboard boxes containing inside cartridges of black powder or low explosives.

73.100(dd); To define igniter fuse-metal clad, as an additional type of class C explosive device.

73.106 heading and (a); Provides packaging requirements for the transportation of igniter fuse-metal clad.

73.127 heading; To correct a typographical error by replacing "etc." with the word "wet".

73.136(a)(8); Authorizes the use of spec. MC 330 tank motor vehicle for the transportation of methyl dichlorosilane and trichlorosilane.

73.145(a)(7); Authorizes the use of spec. MC 300, MC 301, MC 302, MC 303, MC 310, and MC 311 for the transportation of dimethylhydrazine, unsymmetrical.

73.150(a); For clarification and to state more fully the method used in determining the classification of materials under the definition of a flammable solid.

73.190(b)(4); To provide for the use of inert gas in loaded or empty tank motor vehicles used in phosphorus service.

73.219(a)(2); To eliminate the use of tight sift-proof bags as outside containers for potassium perchlorate.

73.240(a); For clarification and to state more fully the method used in determining the classification of materials under the definition of acids and other corrosive liquids.

73.249 (a)(11), (b), (b)(1); Authorizes the use of spec. 29 mailing tube with inside polyethylene bottle for certain alkaline corrosive liquids; clarifies that the containers prescribed in paragraph (b)(1) are not confined to transportation by rail express only.

73.260(a)(2); Authorizes the use of a special 12B fiberboard box for the transportation of aircraft type wet electric storage batteries only.

73.266(f)(2); Authorizes the use of specially constructed spec. MC 310 cargo tanks for transporting hydrogen peroxide solution.

73.266(g); Special provisions for military shipments of hydrogen peroxide solution in cargo tanks are not required now.

73.271 (a) (12), (13), (14), (b), (c), (d); To provide proper continuity in paragraph designations; clarifies the use of spec. 5A and 5C metal barrels or drums; authorizes the use of specs. MC 310 and MC 311 tank motor vehicles of type 316 stainless steel for the transportation of phosphorus trichloride only.

73.308(a) table; The word "inhibited" used in connection with vinyl chloride has been removed since an additive is not required under all circumstances.

73.314(a) table; Same as section 73.308.

73.315(a)(1) table, (h) table, (i)(2) table; Same as section 73.308.

73.332(d); Authorizes the use of spec. 105A500–W tank car for the transportation of hydrocyanic acid.

73.345(a)(1); Provides exemption from specification packaging, marking, and labeling requirements for poisonous liquids, class B in certain inside polyethylene bottles.

73.373(a)(4); Authorizes the use of covered hopper motor vehicles for the transportation of paranitraniline.

73.432(a); Subjects tank cars containing flammable poison gas to the consignment restrictions concerning the unloading of such tank cars.

74.532(k); Authorizes the transportation of ammonium nitrate mixed fertilizer, or ammonium nitratephosphate in bulk in covered hopper cars.

74.532(L)(5); Clarifies the requirement for gas handlers to accompany carload shipments of poisonous gas, class A.

74.542(b); Provides for the placarding of tank cars containing hydrocyanic acid.

74.556 (a), (b); Provides a new "Flammable poison gas" placard for shipments of hydrocyanic acid in tank cars.

74.560(a); Subjects tank cars containing flammable poison gas to the consignment restrictions concerning the unloading of such tank cars.

74.562(d); Provides for the proper placarding of empty tank cars previously containing flammable poison gas.

74.563 (a), (d), (e); Provides a new "Flammable poison gas—Empty" placard for application to empty tank cars previously containing flammable poison gas.

74.582(b); Requires that tank cars of flammable poison gas be consigned and delivered without holding for forwarding orders.

74.584(a) table, (f); Provides for proper billing of tank cars containing flammable poisonous liquids; consolidates previous changes to present table in its complete form.

74.589(b); Requires tank cars containing flammable poison gas to be properly placarded before forwarding.

74.589(c); Prohibits tank cars placarded "Flammable Poison Gas" from being cut off while in motion during switching operations.

74.589(h)(5); Prohibits the placement of a car placarded "Explosives" next to a car placarded "Flammable Poison Gas".

74.589(j)(5); Prohibits the placement of a tank car placarded "Dangerous" next to a car placarded "Flammable Poison Gas".

74.589(k); Prohibits the placement of a car placarded "Flammable Poison Gas" next to a car placarded "Explosives" or "Dangerous".

74.589(L); Authorizes the placement of a car placarded "Flammable Poison Gas" next to and ahead of the car containing escorts accompanying such car.

74.589(m); Prohibits the transportation of a car placarded "Flammable Poison Gas" in a passenger train.

74.589(m)(1); Prohibits the placement of a car placarded "Flammable Poison Gas" next to occupied cabooses or cars carrying passengers in mixed trains except under specified conditions.

74.597(e); Provides reference to the Bureau of Explosives Pamphlet No. 22 which includes details for the handling of radioactive material in the event of a wreck.

77.823(b), (b)(2); Provides marking requirements for tank motor vehicles used in the transportation of any flammable solid.

77.823(d); Clarification and to include two commonly accepted commodity names, "Propane", and "Butane", in the marking requirements for tank motor vehicles.

77.823(h); Clarifies by cross-reference an existing requirement necessitating the placarding of motor vehicles by rail freight transportation.

77.205-25(a); Provides for the construction of a special spec. 12B fiberboard box for plastic jar type wet electric storage batteries.

78.205-35(a); Provides for the construction of a special spec. 12B fiberboard box for aircraft type wet electric storage batteries.

78.209-8(a)(2); Provides for the construction of an additional type spec. 12H fiberboard box.

78.209-8(a)(3); Authorizes the omission of lining tubes for spec. 12H fiberboard boxes used for shipment of electric blasting caps.

78.209-10(a); Authorizes the construction of spec. 12H full depth telescope style fiberboard boxes without the need for double-stitching body joints.

78.209-12(b); Provides for the closure of full telescope style spec. 12H fiberboard box.

78.209-14(a); Exempts from testing small spec. 12H boxes when larger containers of same construction pass tests.

78.210-6(a); Authorizes an increase in the gross weight of spec. 12A fiberboard boxes to 80 pounds.

78.214-18(a); Reason for section 78.209-14 applies also to spec. 23F fiberboard boxes.

78.219-14(a); Reason for section 78.209-14 applies also to spec. 23H fiberboard boxes.

78.330-3(a), 78.330-5(a), 78.330-8(a), 78.330-9(a), 78.330-11(a), 78.330-14 (a), (c); Provides for the construction of spec. MC 310 cargo tanks for the transportation of hydrogen peroxide only.

[F.R. Doc. 59-4416; Filed, May 26, 1959; 8:46 a.m.]

NOTICES

DEPARTMENT OF THE TREASURY

Bureau of Customs

[342.5]

CERTAIN GLASS BEADS

Prospective Classification of Pink Beads Similar in Color and Texture to a Type of Pink Coral Known as "Angel Skin"

MAY 21, 1959.

It appears that certain glass beads similar in color and texture to a type of pink coral known as "angel skin" are properly classifiable under paragraph 1503, Tariff Act of 1930, as beads in imitation of precious or semi-precious stones (not including pearls), of all kinds and shapes, and of whatever material composed (not including beads in chief value of synthetic resin) and dutiable at the rate of 19 percent ad valorem under that paragraph, as modified.

Pursuant to § 16.10a(d) of the customs regulations (19 CFR 16.10a(d)), notice is hereby given that there is under review in the Bureau of Customs the existing practice of classifying this merchandise as beads, not specially provided for, under paragraph 1503, dutiable at the rate of 15 percent ad valorem under that paragraph, as modified.

Consideration will be given to any relevant data, views, or arguments pertaining to the correct classification of this merchandise which are submitted to the Bureau of Customs, Washington 25, D.C., in writing. To assure consideration, such communications must be received in the Bureau not later than 30 days from the date of publication of this notice. No hearings will be held.

[SEAL] RALPH KELLY,
Commissioner of Customs.

[F.R. Doc. 59-4432; Filed, May 26, 1959; 8:49 a.m.]

DEPARTMENT OF DEFENSE

Office of the Secretary

THOMAS S. GATES, JR.

Delegation of Authority

The Secretary of Defense approved the following on May 19, 1959:

I. *Delegation of authority.* In accordance with the provisions of subsection 202(f) and subsection 203(a) of the National Security Act, as amended (61 Stat. 495; 5 U.S.C. 171a and 171c) and section 5 of Reorganization Plan No. 6 of 1953 (67 Stat. 639), I hereby delegate to Thomas S. Gates, Jr., acting Secretary of Defense pursuant to the designation of the President dated May 18, 1959, in accordance with Executive Order 10820 and thereafter upon his appointment as Deputy Secretary of Defense, full power and authority to act for and in the name of the Secretary of Defense and to exercise the powers of the Secretary of Defense upon any and all matters concerning which the Secretary of Defense is authorized to act pursuant to law.

The authority delegated herein may not be redelegated.

II. *Supersession.* Delegation of Authority published at 22 F.R. 8125 is hereby superseded and cancelled.

MAURICE W. ROCHE,
Administrative Secretary.

[F.R. Doc. 59-4406; Filed, May 26, 1959; 8:45 a.m.]

POST OFFICE DEPARTMENT

Bureau of Facilities

CERTAIN OFFICIALS

Redelegation of Authority With Respect to Real Property Management

The following is the text of Order Number 168 of the Assistant Postmaster General, Bureau of Facilities, dated April 24, 1959:

Pursuant to authority of Order No. 55734, dated September 21, 1954 (19 F.R. 6169), authority is hereby delegated to Arthur Chandler, James Noone, Walter Robinson, Conner Russell and Robert Kershner of the Post Office Department to take final action in their own names as Assistant Regional Real Estate Managers with respect to real property management in the St. Louis Region from the dates of April 27, 1959 through May 12, 1959, as follows:

A. *Month-to-month rentals.* To make agreements for space on a month-to-month basis.

B. *Temporary space.* To make agreements for space for holiday or seasonal needs for fixed periods not in excess of two months where the rental is not in excess of $10,000 a month and to make agreements for space for fixed periods not in excess of six months to meet emergency conditions where the rental is not in excess of $5,000 a month.

C. *Land options (Nominal consideration).* To make the basic decision:

1. As to whether the case is to be handled under the assignable option procedures;

2. As to whether the case is to be advertised without the benefit of assignable site options;

3. To approve options for advertising purposes on sites priced up to $25,000 provided the option price does not exceed 25% of the total estimated project cost (land and building);

4. To assign such site options to the successful bidder when the acceptance

of the agreement to lease falls within his delegated authority.

D. *Leases where annual rental is not in excess of $12,000.* 1. To make lease extension agreements or supplemental agreements for periods of not in excess of three years;

2. To accept agreements to lease quarters for postal purposes (including garages and related facilities) when the term of the lease covered by the agreement is for 10 years or less;

3. To sign and execute lease documents which are developed as a result of action taken in paragraph 2, above;

4. To exercise or reject options to renew leases where the renewal term of the lease under the option is for 10 years or less;

5. To execute contracts or agreements for garage or truck parking space for periods of not in excess of one year;

6. To cancel leases or agreements entered into or extended under authority of paragraphs 1 through 5 of this paragraph D;

7. To make amendments to bids, leases, contracts or agreements, entered into or extended under authority of paragraphs 1 through 5 of this paragraph D, for increases in space, building requirements, services or improvements and to make repairs and/or replacements which under the terms of the lease are the responsibility of the Post Office Department, when the total cost in each case does not exceed 25% of the annual rental specified in the lease and is to be

a. Paid for by the Post Office Department, or

b. Paid for by the Lessor who is to be reimbursed by the Post Office Department either

(1) in a lump sum, or

(2) by amortization of the cost over the remaining term of the lease.

E. *Leases where annual rental is in excess of $12,000.* To make amendments to bids, leases, contracts or agreements entered into or extended for increases in space, building requirements, services or improvements and to make repairs and/or replacements which under the terms of the lease are the responsibility of the Post Office Department, when the total cost in each case does not exceed $500.00 and is to be paid for by the Post Office Department, or is to be paid for by the Lessor who is to be reimbursed by the Post Office Department either in a lump sum or by amortization of the cost over the term of the lease.

F. *Repairs and maintenance.* To take bids for repairs and maintenance and deduct the cost of same from lessor's rental payments when leased facilities are improperly maintained.

G. *Paid advertising.* To commit the Government for advertising of leased postal facilities and authorize payment of same.

H. *Miscellaneous expenditures.* To purchase personal property or services or pay fees necessary in the performance of the authority herein delegated where the cost of such property, service or fee does not exceed $100.00, and to authorize payment of same, except that not more nor less than $1.00 shall be paid as consideration for an option to purchase land.

This Redelegation of Authority is in addition to and does not supersede any existing Redelegations of Authority respecting the above-named persons.

The Order shall be effective April 27, 1959.

(R.S. 161, as amended, sec. 1(b), 63 Stat. 1066; 5 U.S.C. 22, 133z–15; 369)

[SEAL] HERBERT B. WARBURTON,
General Counsel.

[F.R. Doc. 59–4452; Filed, May 26, 1959; 8:51 a.m.]

DEPARTMENT OF THE INTERIOR

Bureau of Land Management

CALIFORNIA

Notice of Proposed Withdrawal and Reservation of Lands

MAY 18, 1959.

The Bureau of Sport Fisheries and Wildlife, Fish and Wildlife Service, United States Department of the Interior, has filed an application, Serial Number Sacramento 053906 for the withdrawal of the lands described below, from all forms of appropriation under the public land laws, except the general mining laws, the mineral leasing laws, and the disposal of materials under the Materials Act of July 31, 1947 (61 Stat. 681; 43 U.S.C. 1185). The management, use and disposal of the forest and range resources will continue under the administration of the Bureau of Land Management in accordance with applicable laws and regulations.

The applicant desires the land be reserved in public ownership under the jurisdiction of the Department of the Interior for use by the Department of Fish and Game, State of California, as the Clear Lake Wildlife Management Area No. 3.

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, California Fruit Building, Room 1000, 4th and J Streets, Sacramento 14, California.

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:

MOUNT DIABLO MERIDIAN, CALIFORNIA

T. 9 N., R. 2 W.,
Sec. 19: Lots 1, 2, 3, 4, E½NW¼, NE¼SW¼;
Sec. 30: Lots 2, 3, 4, SE¼NW¼, E½SW¼;
Sec. 31: Lots 1, 2, 3, 4, E½W½, SE¼.
T. 9 N., R. 3 W.,
Sec. 1: NW¼SW¼, S½S½;
Sec. 2: All;
Sec. 3: Lots 1, 2, 3, 4, S½N½, N½S½;
Sec. 4: Lot 2, S½NE¼;
Sec. 10: NE¼, E½NW¼, SW¼NW¼, NE¼SW¼, S½SW¼, N½SE¼, SE¼SE¼;
Sec. 11: All;
Sec. 12: All;
Sec. 13: N½, SW¼;
Sec. 14: N½N½, S½NW¼, NW¼SW¼, NE¼SE¼, S½SE¼;
Sec. 23: NE¼, N½SE¼;
Sec. 24: All.
T. 10 N., R. 3 W.,
Sec. 22: SW¼SE¼;
Sec. 26: SW¼;
Sec. 27: All;
Sec. 28: SW¼NE¼, S½NW¼, S½;
Sec. 33: E½, E½NW¼, NE¼SW¼;
Sec. 34: All;
Sec. 35: SW¼NE¼, W½, SE¼.
T. 18 N., R. 5 W.,
Sec. 7: Lots 1, 2, 3, 4, W½E½, SE¼SE¼;
Sec. 18: Lots 1, 2, 3, W½NE¼, SE¼NE¼, SE¼;
Sec. 19: E½;
Sec. 20: SW¼NW¼, SW¼;
Sec. 29: W½W½, SE¼SW¼, SW¼SE¼;
Sec. 30: NE¼, N½SE¼;
Sec. 32: W½, NW¼NE¼.
T. 18 N., R. 6 W.,
Sec. 1: E½SE¼;
Sec. 12: E½E½;
Sec. 13: NE¼NE¼.

The area described aggregates 11,277.22 acres in Yolo, Napa, and Glenn Counties.

WALTER E. BECK,
Manager, Land Office, Sacramento.

[F. R. Doc. 59–4431; Filed, May 26, 1959; 8:49 a.m.]

CIVIL AERONAUTICS BOARD

[Docket No. 8711]

TACA INTERNATIONAL AIRLINES, S.A.

Notice of Oral Argument

In the matter of the application of TACA International Airlines, S.A. for renewal of its foreign air carrier permit.

Notice is hereby given, pursuant to the provisions of the Federal Aviation Act of 1958, that oral argument in the above-entitled proceeding is assigned to be held on June 10, 1959, at 10:00 a.m., e.d.s.t., Room 1027, Universal Building, Connecticut and Florida Avenues NW., Washington, D.C., before the Board.

Dated at Washington, D.C., May 22, 1959.

[SEAL] FRANCIS W. BROWN,
Chief Examiner.

[F.R. Doc. 59–4436; Filed, May 26, 1959; 8:50 a.m.]

FEDERAL COMMUNICATIONS COMMISSION

[Docket Nos. 12697, 12698; FCC 59–465]

CONTINENTAL BROADCASTING CORP. (WHOA) AND JOSE R. MADRAZO

Memorandum Opinion and Order Amending Issues

In re applications of Continental Broadcasting Corporation (WHOA), San

Juan, Puerto Rico, Docket No. 12697, File No. BP–10489; Jose R. Madrazo, Guaynabo, Puerto Rico, Docket No. 12698, File No. BP–11480; for construction permits.

1. There is before the Commission (1) a petition to enlarge the issues, filed by Continental Broadcasting Corporation (WHOA) on December 29, 1958; (2) an opposition to the petition,, filed by Jose R. Madrazo (Madrazo) on January 12, 1959; (3) a statement in support of the petition, filed by the Commission's Broadcast Bureau (Bureau) on January 12, 1959; and (4) the matters of record herein.

2. By Order released December 8, 1958 (FCC 58–1156), the above-named applicants were found legally, technically, financially and otherwise qualified except as indicated by the specified hearing issues, which inquire as to the areas and population expected to gain or lose primary service and the availability of other such services; the applicability of section 307(b) considerations and, if applicable, whether a grant to one or the other of the applicants can be made; if a choice between the applicants cannot be made, under section 307(b), which of the applicants on over-all comparative merits should receive a grant; and which application should be granted.

3. WHOA requests the addition of the following issue:

To determine whether the proposed operation of Jose R. Madrazo would be in contravention of the provisions of § 3.35 of the Commission's rules and the Commission's policies adopted thereunder.[1]

"No license for a standard broadcast station shall be granted to any party (including all parties under common control) if:

(2) Such party directly or indirectly owns, operates or controls another standard broadcast station, a substantial portion of whose primary service area would receive primary service from the station in question, except upon a showing that public interest, convenience and necessity will be served through such multiple ownership situation;"

In support of the requested issue, WHOA contends that there would be "substantial overlap" of the 2.0 mv/m contours of Madrazo's existing station (WMDD, Fajardo, Puerto Rico), and his proposed standard broadcast station at Guaynabo, Puerto Rico; and that the 0.5 mv/m contour of the proposed station will cover about 98 percent of the service area of Station WMDD exclusive of towns with populations in excess of 2,500. Madrazo opposes the petition, contending that the overlap of the 0.5 mv/m contours is irrelevant under § 3.35(a) of the rules, and asserting that the overlap of the relevant 2.0 mv/m contours is negligible. Madrazo also notes that the total overlap area receives service from six other stations, and suggests that the present issues are adequate to permit the development of evidence concerning the overlap question. The Bureau supports the request for the added issues because of the extent of the overlap of the 0.5 mv/m contours and because a large percentage of the population now served by Station WMDD will receive service from the proposed station.[2]

4. It is the view of the Commission that the substance of the requested issue should be added to the hearing issues.[3] The Commission recognizes that in several of its decisions only the overlap of 2 mv/m contours was deemed material to § 3.35 considerations. However, in view of the great extent of the overlap of the 0.5 mv/m contours that would allegedly occur both as to population and area, the addition of a § 3.35 issue herein is warranted to permit introduction of evidence to enable the Commission to determine, in the event Guaynabo is preferred to San Juan under section 307(b) of the Communications Act of 1934, as amended, whether § 3.35 would be a bar to a grant of Madrazo's application. As to the contention that the present comparative issues embrace the matters contemplated by the proposed issue, it is the Commission's view that a specific issue addressed to the overlap problem would better serve to clarify the scope of the issues.

Accordingly, it is ordered, This 20th day of May 1959, that the petition to enlarge the issues, filed by Continental Broadcasting Corporation (WHOA), December 29, 1958, is granted to the extent reflected in this Memorandum Opinion and Order; and that the issues in this proceeding are amended to renumber Issue 5 as Issue 6 and to add as Issue 5 the following: "To determine whether the proposed operation of Jose R. Madrazo would be in contravention of the provisions of § 3.35 of the Commission's rules."

Released: May 22, 1959.

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

[F.R. Doc. 59–4438; Filed, May 26, 1959; 8:50 a.m.]

[1] Section 3.35(a) of the Commission's rules provides in part as follows:

[2] The WHOA petition and engineering statement shows that Madrazo's proposed 0.5 mv/m contour would encompass about 98 percent of the area and 82 percent of the population (90,927) encompass within the existing WMDD 0.5 mv/m contour. No showing is made by WHOA as to the exact extent of the overlap of the 2.0 mv/m contours. Madrazo's reply and engineering statement show that the overlap of the 2.0 mv/m contours of the proposed station and of WMDD include about 5.7 percent of the population receiving such a signal from WMDD, and about 0.4 percent of the population which would receive such a signal from the proposed station. No showing is made by Madrazo as to the extent of the overlap of the 0.5 mv/m contours.

[3] The phrase "* * * and the Commission's policies adopted thereunder", as set forth in petitioner's requested issue, need not be included, since consideration of § 3.35 of the rules would include related Commission policies.

[Docket No. 12868]

SAXONVILLE TAXI, INC.

Order To Show Cause

In the matter of Saxonville Taxi, Inc., 2 Library Street, Framingham, Massachusetts, Docket No. 12868; order to show cause why there should not be revoked the license of Taxicab Radio Station KCF–210.

There being under consideration the matter of certain alleged violations of the Commission's rules in connection with the operation of the above-captioned station;

It appearing, that, pursuant to § 1.61 of the Commission's rules, written notice of violation of the Commission's rules was served upon the above-named licensee as follows: Letters dated January 8, 1958, and March 27, 1958, sent to the licensee, in which attention was called to violations of Commission rules noted upon inspection of Taxicab radio station KCF–210 on December 30, 1957, as follows:

Section 16.64: Station site changed from 13 Conrad Road, Saxonville, Massachusetts, to 2 Library Street, Framingham, Massachusetts, without authority from the Commission.

Section 11.108(a) (b) (c): Failure to make frequency, power, and modulation measurements when the transmitter was installed or changed and at six-month intervals thereafter.

Section 16.160: Failure to maintain appropriate station records.

It further appearing, that, the above-named licensee received said Official notices but did not make satisfactory reply thereto, whereupon the Commission, by letter dated February 9, 1959, and sent by Certified Mail, Return Receipt Requested (No. 97427), brought this matter to the attention of the licensee and requested that such licensee respond to the Commission's letter within fifteen days from the date of its receipt stating the measures which had been taken, or were being taken, in order to bring the operation of the radio station into compliance with the Commission's rules, and warning the licensee that his failure to respond to such letter might result in the institution of proceedings for the revocation of the radio station license; and

It further appearing, that receipt of the Commission's letter was acknowledged by the signature of the licensee's agent, Mike Lindsay, on February 21, 1959, to a Post Office Department return receipt; and

It further appearing, that, although more than fifteen days have elapsed since the licensee's receipt of the Commission's letter, no response thereto has been received; and

It further appearing, that, in view of the foregoing, the licensee has willfully violated § 1.61 of the Commission's rules;

It is ordered, This 20th day of May 1959, pursuant to section 312 (a) (4) and (c) of the Communications Act of 1934, as amended, and section 0.291(b) (8) of the Commission's Statement of Delegations of Authority, that the said licensee

show cause why the license for the above-captioned Radio Station should not be revoked and appear and give evidence in respect thereto at a hearing [1] to be held at a time and place to be specified by subsequent order; and

It is further ordered, That the Secretary send a copy of this Order by Certified Mail, Return Receipt Requested to the said licensee.

Released: May 21, 1959.

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

[F.R. Doc. 59-4440; Filed, May 26, 1959; 8:50 a.m.]

[Docket No. 12735, etc.; FCC 59-463]

TEMPE BROADCASTING CO. ET AL.

Memorandum Opinion and Order Amending Issues

In re applications of W. H. Hansen, Robert William Hansen and Clyde J. Barnes, d/b as Tempe Broadcasting Company, Tempe, Arizona, Docket No. 12735, File No. BP-11283; Richard B. Gilbert, Tempe, Arizona, Docket No. 12736, File No. BP-11887; David V. Harman, Tempe, Arizona, Docket No. 12737, File No. BP-12388; for construction permits.

1. The Commission has before it for consideration (1) a petition to enlarge issues, filed February 18, 1959, by David V. Harman (Harman); (2) an opposition to this petition,[1] filed March 16, 1959, by Richard B. Gilbert (Gilbert); (3) the reply of the Commission's Broadcast Bureau (Bureau), filed March 23, 1959, to the petition to enlarge; [2] (4) Harman's reply, filed March 26, 1959, to item (2); (5) Gilbert's motion, filed March 30, 1959, for leave to file an answer to the Bureau's reply; and (6) Gilbert's answer to the Bureau's reply, filed March 30, 1959.

2. Tempe Broadcasting Company, Gilbert and Harman are applicants for construction permits for new standard broadcast stations in Tempe, Arizona, each proposing to operate on 1580 kc. By Commission Order (FCC 59-38), released January 23, 1959, and published in the FEDERAL REGISTER on February 3, 1959, these applications were designated for hearing in a consolidated proceeding on the standard comparative issue, and the Hearing Examiner was authorized to add, either on his own motion or on petition of any party to the proceeding, an issue as to whether the funds available to any applicant will give assurance that the proposals set forth in the application will be effectuated.

3. In his petition, Harman requests the addition of financial qualification, trafficking and multiple ownership issues as to Gilbert. The Bureau opposes the addition of a financial qualification issue, proposes an alternative trafficking issue, and in lieu of Harman's proposed multiple ownership issue the Bureau proposes an issue as to whether the creditor-debtor relationship existing between Gilbert and the majority stockholder of another station would have an adverse effect upon competition contrary to the policies underlying § 3.35 of the rules.

FINANCIAL QUALIFICATION ISSUE

4. In requesting the addition of an issue as to Gilbert's financial qualifications, Harman asserts that the "current and liquid" assets listed in Gilbert's application are not sufficient to finance his proposed operation and that there is no showing in his application that the other assets listed in his application will provide sufficient funds to meet his proposed commitments, as is required by Paragraph 4(d) of Section III of FCC Form 301.[3]

5. In opposing the requested issue as to his financial qualifications, Gilbert states that, as shown in an exhibit to his opposition, he has an offer of $35,000 for notes which have a face value of $44,000 and which were included among the assets listed in his application. This asset, as well as other assets with an alleged net worth of approximately $90,000, is more than sufficient, Gilbert maintains, to cover his construction costs and the costs of operating for two months without revenue. These costs, Gilbert asserts, will be less than $18,000.

6. The Bureau is in basic agreement with the position taken by Gilbert in his opposition. In his reply, Harman does not question the factual allegations made by Gilbert in his opposition as to the current liquidity of some of his assets. Instead, Harman questions the validity of the procedure which Gilbert employed to bring to the Commission's attention the additional information as to the liquidity of his assets. Harman maintains that this additional information should have been presented by way of an amendment to Gilbert's application, and that to consider these new matters in connection with the petition to enlarge does violence to § 1.311(b) of the Commission's rules, which provides that after an application has been designated for hearing it may be amended only upon written petition properly served upon the parties of record and for good cause shown. Since Gilbert did not seek to amend his application, Harman asserts that it is inequitable to consider his petition in the light of Gilbert's new allegations. Harman reiterates the view that substantial questions as to Gilbert's financial qualifications remain if considered without reference to the additional information submitted in Gilbert's opposition.

7. Since Gilbert has shown, as Harman appears to concede in his reply to Gilbert's opposition, that he has sufficient liquid assets to meet his construction costs and the costs of operating his proposed station for a reasonable period of time without revenue, it is the Commission's view that no useful purpose would be served by adding the requested financial issue. The notes which establish Gilbert's financial qualifications were listed in his application and in his oppo-

[1] Section 1.62 of the Commission's rules provides that a licensee, in order to avail himself of the opportunity to be heard, shall, in person or by his attorney, file with the Commission, within thirty days of the receipt of the order to show cause, a written statement stating that he will appear at the hearing and present evidence on the matter specified in the order. In the event it would not be possible for respondent to appear for hearing in the proceeding if scheduled to be held in Washington, D.C., he should advise the Commission of the reasons for such inability within five days of the receipt of this order. If the licensee fails to file an appearance within the time specified, the right to a hearing shall be deemed to have been waived. Where a hearing is waived, a written statement in mitigation or justification may be submitted within thirty days of the receipt of the order to show cause. If such statement contains, with particularity, factual allegations denying or justifying the facts upon which the show cause order is based, the Hearing Examiner may call upon the submitting party to furnish additional information, and shall request all opposing parties to file an answer to the written statement and/or additional information. The record will then be closed and an initial decision issued on the basis of such procedure. Where a hearing is waived and no written statement has been filed within the thirty days of the receipt of the order to show cause, the allegations of fact contained in the order to show cause will be deemed as correct and the sanctions specified in the order to show cause will be invoked.

[1] By Commission Order, released March 5, 1959 (FCC 59M-284), Gilbert was granted an extension of time to Friday, March 13, 1959, for filing his opposition. No excuse is offered by Gilbert for his delay in filing the opposition until the following Monday, March 16. While the Commission does not condone late filing in the absence of good cause shown, Gilbert's delay in filing will in this instance be excused only on the presumption that he may have erroneously concluded that he was allowed an additional three days under § 1.18(d) of the Commission's rules, which grants such additional time for filing where, as here, service was made by mail, and where the time for filing a response is 10 days or less. While the time for filing an opposition is, under § 1.13 of the Commission's rules, 10 days, in this instance the time for filing the opposition was, by reason of the extension which had been granted, more than 10 days, and hence § 1.18(d) of the rules is not applicable.

[2] By Commission Order released March 20, 1959 (FCC 59M-357), the Bureau was granted an extension of time to March 23, 1959, to file its reply.

[3] Paragraph 4(d) of section III of FCC Form 301 requires each person who is obliged to supply funds to indicate his ability to do so. This paragraph also requires all "current and liquid" assets to be shown, and it defines such assets as cash, government bonds, stocks listed on major exchanges, etc., which may readily be converted to provide funds. The paragraph further provides that accounts receivable, stocks of closed corporations, timberland, building lots, etc., are not regarded as a readily available source of funds without a specific showing that they will provide funds to meet proposed commitments.

sition Gilbert has merely shown that such notes may readily be converted to provide the necessary funds for his proposed station. While it would have been better practice for Gilbert to have made this showing at the time he filed his application or by an amendment thereto, the showing he has made in response to Harman's challenge to his financial qualifications clearly obviates the need for the financial issue requested by Harman.

TRAFFICKING ISSUE

8. Harman requests that the following issue be added as to Gilbert:

To determine whether the above application of Richard B. Gilbert, when viewed in relation to the recent transfer by him of control of Station KPOK, Scottsdale, Arizona, and his pending application for transfer of control of Station KZOK, Prescott, Arizona, amounts to trafficking in radio licenses, and, if so, whether Richard B. Gilbert possesses the necessary qualifications to be a licensee.

9. In support of his request for a trafficking issue, Harman notes that in September of 1958 Gilbert transferred to Morris Mindel control of Station KPOK, Scottsdale, Arizona, which is a few miles from Tempe, and that the service area of Gilbert's proposed station is substantially similar to that of KPOK. Harman maintains that the explanation advanced by Gilbert at the time he requested permission to transfer KPOK, namely, that he felt it impossible or impractical to assume the burden of operating the station by himself without complete ownership thereof, is unsatisfactory. That Gilbert may be engaged in trafficking is also indicated, Harman asserts, by his recent submission to the Commission of an application for assignment of the license of Station KZOK, Prescott, Arizona, which has been in operation for less than one year.

10. Gilbert opposes the addition of a trafficking issue, stating that the Commission, at the time it granted permission to dispose of KPOK, was satisfied with his explanation of the reasons for the transfer; that Harman has made no new allegations concerning the transfer, but has merely questioned the sufficiency of the explanation which previously satisfied the Commission.

11. The Broadcast Bureau, in its reply to the Harman petition, notes that while the Commission was previously satisfied, in connection with the KPOK transfer, that Gilbert was not engaged in trafficking, new developments warrant the addition of a trafficking issue. Thus, on January 29, 1959, Northern Arizona Aircasters, Inc., licensee of Station KZOK, Prescott, Arizona, a corporation of which Gilbert is president and owner of 75 percent of the stock, filed an application to assign the license of Station KZOK to one Harvey Raymond Odom. The application was executed by Gilbert who gave as a reason for assigning the license that "Assignor desires to devote more time to other business interests". Because the construction permit and license of KZOK were granted as recently as June, 1957, and May, 1958, respectively, and the transaction involving the transfer of that station follows within some six or seven months the filing of the application for the KPOK transfer, the Bureau believes that a sufficient basis exists to warrant the addition of a trafficking issue. While conceding that the trafficking issue may be considered under the standard comparative issue, the Bureau does not believe, in view of the circumstances of this case, that the Gilbert application should be treated solely on a comparative basis. The Bureau therefore requests the addition of the following issue:

(a) To determine in the light of the transfer of control of Station KPOK, Scottsdale, Arizona, by Richard B. Gilbert and the pending application for assignment of license of Station KZOK, Prescott, Arizona, whether Richard B. Gilbert is engaging in "trafficking" in radio licenses contrary to the public interest.

The Bureau also proposes that the burden of proof on this issue should be on Gilbert.

12. In his answer [4] to the Bureau's reply, Gilbert notes that the Commission was satisfied with his explanation of his reasons for transferring KPOK, and the Commission authorized the transfer. With respect to the KZOK transfer, Gilbert states that he could not continue to supervise the affairs of KZOK by reason of his commitment to the Commission in connection with the instant application to construct and operate a station at Tempe. At the time the instant application was filed, Gilbert states that he had no intention of disposing of KZOK because at that time he had available a manager who he believed could supervise the affairs of that station without interfering with Gilbert's proposal to serve as general manager of the Tempe station. However, within one year after the instant application was filed, Gilbert found it necessary to resume active management of KZOK because the manager suddenly left. Since he could not remain as manager of KZOK and at the same time fulfill his representation to the Commission with respect to the management of the proposed station at Tempe, Gilbert decided to sell KZOK. It is these considerations, Gilbert asserts, which prompted him to advise the Commission, in his application for the transfer of KZOK, that he "* * * desires to devote more time to other business interests." These facts, Gilbert concludes, do not warrant the addition of a trafficking issue.

13. For the reasons advanced by the Bureau and set forth in paragraph 11 herein, the trafficking issue requested by the Bureau will be added with the burden of proof thereunder on Gilbert. While the explanations offered for each of the station transfers may have an element of plausibility, nevertheless the proximity in point of time of the transfer and proposed transfer warrants the addition of the issue requested by the Bureau.

[4] With his reply, Gilbert filed a motion for leave to file his answer to the Bureau's reply, stating that because the Bureau's reply to the Harman petition is adverse to Gilbert's interests, he should be permitted to make a reply thereto. This motion is granted.

MULTIPLE OWNERSHIP ISSUE

14. Harman requests the addition of the following issue as to Gilbert:

To determine whether grant of the above application would be a violation of § 3.35 of the Commission's rules and regulations regarding multiple ownership, in view of Richard B. Gilbert's interest in Station KPOK.

15. In support of his request for a multiple ownership issue as to Gilbert, Harman alleges that under the terms of sale entered into by Gilbert and Morris Mindel for the transfer of the controlling interest in Station KPOK, Scottsdale, Arizona, the 160,000 shares in Arizona Aircasters, Inc., which represents approximately 65 percent ownership of that corporation, are to be placed in escrow until the notes representing the consideration paid by Mindel are discharged. Hence, Harman states, the effect of the agreement is to make Gilbert a secured creditor of Mindel, with the controlling interest in KPOK as security. Harman also alleges that by the terms of the agreement the shares will revert to Gilbert should Mindel fail to make payment on the notes, and it therefore follows that Gilbert will have a contingent interest in KPOK for some time to come and may regain control over the station. Harman concludes that Gilbert's pending application is for a second broadcast facility in the Scottsdale-Tempe area.

16. In opposition, Gilbert denies that under his agreement with Mindel he may regain control over KPOK should Mindel default in payments on the notes; Gilbert states that under an amendment of the pledge agreement, filed with the Commission on August 21, 1958, it is provided that if Mindel fails to make payment the "escrow officer shall sell the said stock at public auction in accordance with the laws of the State of Arizona: *Provided, however,* That the prior approval of the Federal Communications Commission shall be obtained to the said transfer of stock before the transaction will have been consummated".

17. The Bureau agrees with Gilbert's contention that under the escrow arrangement he does not have any right to regain control of the station, and it adds that he does not now have any control. The Bureau is, however, concerned that the debtor-creditor relationship between Gilbert and Mindel may result in a diminution of competition between the two stations, which are located only six miles apart and serve substantially the same area. The Bureau doubts that competition between a creditor and debtor can be wholly free and at arms length. The Bureau therefore proposes the addition of the following issue:

To determine in the light of the contractual indebtedness between Richard B. Gilbert as creditor and Morris Mindel, the majority stockholder in Station KPOK, Scottsdale, Arizona, as debtor, whether a grant of the application of Richard B. Gilbert would have an adverse impact upon competition among standard broadcast stations in the Scottsdale-Tempe, Arizona area contrary to the policies underlying § 3.35 of the Commission's rules.

18. In his answer to the Bureau's reply, Gilbert states that the Bureau is for the first time requesting the addition of a new issue, and that this request should be denied for untimely filing. Gilbert also argues that the Bureau alleges no facts which were not before the Commission at the time the application was designated for hearing. Gilbert alleges that the question of whether a creditor-debtor relationship in and of itself raises a question as to whether competition will be adversely affected has been considered by the Commission in the past, and has never made the question the subject of a hearing. At most, Gilbert alleges, the Commission has sometimes imposed a condition on the grant requiring termination of the creditor-debtor relationship. Were the Commission to deem such termination appropriate in the instant proceeding, Gilbert states that he is prepared to effect such termination.

19. The explanation offered by Gilbert as to the terms of his loan agreement with Mindel renders unnecessary the issue requested by Harman. The Commission is, however, of the view that the creditor-debtor relationship between Gilbert and Mindel may have an adverse effect upon competition, and hence an issue with respect thereto will be added with the burden of proof thereunder on Gilbert. Gilbert's contention that the Bureau's request was not timely filed is not a bar to the addition of the proposed issue since, on the basis of the allegations set forth in the pleadings, the Commission would in any event on its own motion add the issue proposed by the Bureau.

Accordingly, it is ordered, This 20th day of May 1959, that the petition to enlarge issues, filed February 18, 1959, by David V. Harman, is denied; that the motion of Richard B. Gilbert, filed March 30, 1959, for leave to file an answer to the Broadcast Bureau's reply is granted; that the Broadcast Bureau's request for additional issues, with the burden of proof thereunder on Richard B. Gilbert, is granted; and that the issues in this proceeding are amended to renumber issue 2 as issue 4, and to include as issues 2 and 3 the following:

2. To determine in the light of the contractual indebtedness between Richard B. Gilbert as creditor and Morris Mindel, the majority stockholder in Station KPOK, Scottsdale, Arizona, as debtor, whether a grant of the application of Richard B. Gilbert would have an adverse impact upon competition among standard broadcast stations in the Scottsdale-Tempe, Arizona area contrary to the policies underlying § 3.35 of the Commission's rules.

3. To determine in the light of the transfer of control of Station KPOK, Scottsdale, Arizona by Richard B. Gilbert and the pending application for assignment of license of Station KZOK, Prescott, Arizona, whether Richard B. Gilbert is engaging in "trafficking" in radio licenses contrary to the public interest.

Released: May 22, 1959.

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

[F.R. Doc. 59-4441; Filed, May 26, 1959; 8:50 a.m.]

[Canadian List 133]

CANADIAN BROADCAST STATIONS

List of Changes, Proposed Changes and Corrections in Assignments

MAY 8, 1959.

Notifications under the provisions of Part III section 2 of the North American Regional Broadcasting Agreement.

List of changes, proposed changes, and corrections in Assignments of Canadian Broadcast Stations Modifying Appendix containing assignments of Canadian Broadcast Stations (Mimeograph 47214-3) attached to the Recommendations of the North American Regional Broadcasting Agreement Engineering Meeting.

Call letters	Location	Power kw	Antenna	Schedule	Class	Expected date of commencement of operation
		580 kilocycles				
CKPR	Fort William, Ontario.	5 kw D/1 kw N	ND	U	III	NIO with increased daytime power.
		980 kilocycles				
CKNW	New Westminster, B.C.	5 kw	DA-1	U	III	NIO.
		1230 kilocycles				
CFPA	Port Arthur, Ontario.	1 kw D/0.25 kw N.	ND	U	IV	NIO with increased daytime power.
		1240 kilocycles				
New	Williams Lake, B.C.	0.25 Kw	ND	U	IV	EIO 4-15-60.
		1250 kilocycles				
CHWO (PO: 1250 kc 1 kw D/0.5 kw N DA-1).	Oakville, Ontario.	2.5 kw D/1 kw N.	DA-2	U	III	Do.
		1290 kilocycles				
CFAM	Altona, Manitoba.	5 kw	DA-1	U	III	EIO immediately (correction of pattern).
		1300 kilocycles				
New	Regina, Saskatchewan.	1 kw	DA-1	U	III	EIO 4-15-60.
		1340 kilocycles				
CFSL (PO: 1340 kc 0.25 kw ND).	Weyburn, Saskatchewan.	1 kw D/0.25 kw N.	ND	U	IV	Do.

Released: May 20, 1959.

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

[F.R. Doc. 59-4439; Filed, May 26, 1959; 8:50 a.m.]

[F.R. Doc. 59-4442; Filed, May 26, 1959; 8:50 a.m.]

[Docket No. 12179, etc.; FCC 59M-649]

RADIO ST. CROIX, INC.

Notice of Informal Engineering Conference

In re applications of Radio St. Croix, Incorporated, New Richmond, Wisconsin, Docket No. 12179, File No. BP-10925; et al., Docket Nos. 12181, 12786, 12787, 12788, 12789, 12790, 12791, 12792, 12793, 12794, 12795, 12796, 12797, 12798, 12799, 12800, 12801, 12802, 12803, 12804, and 12805, for construction permits.

On April 28, 1959, the Hearing Examiner released a notice of a change in date of the engineering conference from May 11 to June 1, 1959. Owing to the expected addition of other parties to this proceeding it is deemed desirable to postpone this conference until a later date.

Accordingly the parties are notified that the date for the conference is changed from June 1 to July 24, 1959.

Dated: May 18, 1959.

SECURITIES AND EXCHANGE COMMISSION

[File No. 1-2645]

F. L. JACOBS CO.

Order Summarily Suspending Trading

MAY 21, 1959.

In the matter of trading on the New York Stock Exchange and the Detroit Stock Exchange in the $1.00 par value, common stock of F. L. Jacobs Co.; File No. 1-2645.

I. The common stock, $1.00 par value, of F. L. Jacobs Co. is registered on the New York Stock Exchange and admitted to unlisted trading privileges on the Detroit Stock Exchange, national securities exchanges, and

II. The Commission on February 11, 1959 issued its order and notice of hearing under section 19(a) (2) of the Securities Exchange Act of 1934 to determine at a hearing beginning March 16, 1959, whether it is necessary or appropriate for the protection of investors to suspend for a period not exceeding twelve months,

or to withdraw, the registration of the capital stock of F. L. Jacobs Co. on the New York Stock Exchange and Detroit Stock Exchange for failure to comply with section 13 of the Act and the rules and regulations thereunder.

On May 11, 1959, the Commission issued its order summarily suspending trading of said securities on the exchanges pursuant to section 19(a)(4) of the Act for the reasons set forth in said order to prevent fraudulent, deceptive or manipulative acts or practices for a period of ten days ending May 21, 1959.

III. The Commission being of the opinion that the public interest requires the summary suspension of trading in such security on the New York Stock Exchange and Detroit Stock Exchange and that such action is necessary and appropriate for the protection of investors; and

The Commission being of the further opinion that such suspension is necessary in order to prevent fraudulent, deceptive or manipulative acts or practices, trading in the stock of F. L. Jacobs Co. will be unlawful under section 15(c)(2) of the Securities Exchange Act of 1934 and the Commission's rule 240.15c2-2 (17 CFR 240.15c2-2) thereunder for any broker or dealer to make use of the mails or of any means or instrumentality of interstate commerce to effect any transaction in, or to induce or attempt to induce the purchase or sale of such security, otherwise than on a national securities exchange.

It is ordered, Pursuant to section 19(a)(4) of the Securities Exchange Act of 1934 that trading in said security on the New York Stock Exchange and Detroit Stock Exchange be summarily suspended in order to prevent fraudulent, deceptive or manipulative acts or practices, this order to be effective for a period of ten (10) days, May 22, 1959, to May 31, 1959, inclusive.

By the Commission.

[SEAL] ORVAL L. DUBOIS, *Secretary.*

[F.R. Doc. 59-4413; Filed, May 26, 1959; 8:46 a.m.]

FEDERAL POWER COMMISSION

[Docket No. G-18515 etc.]

F. G. BLACKWOOD ET AL.

Order for Hearings and Suspending Proposed Changes in Rates [1]

MAY 20, 1959.

In the matters of F. G. Blackwood et al., Docket No. G-18515; Trice Production Company, Docket No. G-18516; Warren Petroleum Corporation (Operator), Docket No. G-18517; Texaco Inc., Docket No. G-18518; Texaco Seaboard Inc., Docket No. G-18519; Syljo Gas Company, Docket No. G-18520; Sun Oil Company, Docket No. G-18521.

The proposed changes hereinafter designated, which constitute increased rates and charges in presently effective rate schedules for sales of natural gas subject to the jurisdiction of the Commission, have been tendered for filing by the above-named respondents.

Respondent	Rate schedule	Supplement No.	Purchaser	Notice of change dated	Date tendered	Effective date	Rate suspended until
1. F. G. Blackwood et al.	[3] 2	3	El Paso Natural Gas Co.	Apr. 20, 1959	Apr. 21, 1959	May 22, 1959	Oct. 22, 1959
2. Trice Production Co.	3	4	Transcontinental Gas Pipe Line Corp.	Undated	Apr. 20, 1959	[4] June 1, 1959	Nov. 1, 1959
3. Warren Petroleum Corp. (Operator).	[3] 28	6	El Paso Natural Gas Co.	Apr. 20, 1959	Apr. 21, 1959	May 22, 1959	Oct. 22, 1959
4. Texaco Inc.	128	6	Tennessee Gas Transmission Co. is the purchaser in each Texaco Inc's. filing.	Undated	Apr. 24, 1959	May 25, 1959	Oct. 25, 1959
Do.	[3] 132	5	do.	do.	do.	do.	Do.
Do.	137	3	do.	do.	do.	do.	Do.
Do.	141	4	do.	do.	do.	do.	Do.
5. Texaco Seaboard Inc.	1	11	Tennessee Gas Transmission Co.	do.	Apr. 27, 1959	May 28, 1959	Oct. 28, 1959
6. Syljo Gas Co.	2	7	Trunkline Gas Co.	do.	do.	do.	Do.
7. Sun Oil Co.	13	8	Tennessee Gas Transmission Co.	Apr. 24, 1959	do.	do.	Do.

[3] Presently effective rate is subject to refund in Docket No. G-14265.
[4] Effective date is that proposed by Trice Production Company.
[5] Presently effective rate is subject to refund in Docket No. G-15304.

In support of its favored-nation increased rate proposals, F. G. Blackwood, et al., cites a favored-nation increased rate of Sun Oil Company and Warren Petroleum Company (Operator) cites a similarly increased rate of Pan American Petroleum Corporation, among several others, covering sales to El Paso Natural Gas Company in the favored-nation area. In addition, such Respondents cite the contract favored-nation provisions; and state that the contracts were negotiated at arm's length and would not have been executed without such provisions and that the increased prices are just and reasonable. Warren also refers to its cost of service data submitted with an earlier rate increase proposed to its FPC Gas Rate Schedule No. 44 and requests that, should its increase be suspended, the suspension period be limited to one day.

Trice Production Company, in support of its favored-nation increased rate proposal, cites the Oil Participations, Inc. rate; submits copies of Transco's favored-nation letter; and states that the increased rate is fair to the seller, buyer, and ultimate consumer in that it represents the fair market price of gas in the area and is not in excess of rates approved by the Commission for other sales in the area, and that it will not result in an excessive return to Trice.

In support of its favored-nation increased rate proposal, Texaco Inc., Texaco Seaboard Inc., and Sun Oil Company cite the contract favored-nation provisions, the triggering rate and submit copies of Tennessee Gas Transmission Company's favored-nation letter; and state that the contracts resulted from arm's length bargaining, that the price increase provisions were designed to compensate sellers for increased costs, and state that the increased price does not exceed the value of gas in the area. Texaco Inc. and Texaco Seaboard Inc. requested that, should the Commission suspend the proposed increased rates, the suspension period be limited to one day.

Syljo Gas Company, in support of its favored-nation increased rate proposal, cites the contract provisions; states that the contract resulted from arm's length bargaining in good faith and that the entire pricing provisions were the primary reason for executing the contract; and contends that the increased price is just and reasonable, that it is in line with the current market value of gas and that denial thereof would be unjust and unduly discriminatory and would amount to taking Syljo's property without due process of law.

The increased rates and charges so proposed have 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 hearings concerning the lawfulness of the several proposed changes and that the above-designated supplements be 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), public hearings be held upon dates to be fixed by notices from the Secretary concerning the lawfulness of the several proposed increased rates and charges contained in the above-designated supplements.

(B) Pending hearing and decision thereon, each of said supplements is suspended and the use thereof deferred

[1] This order does not provide for the consolidation for hearing or disposition of the several matters covered herein, nor should it be so construed.

until the date specified in the "Rate Suspended Until" column and thereafter until such further time as it is made effective in the manner prescribed by the Natural Gas Act.

(C) None of the several supplements hereby suspended, nor the rate schedule sought to be altered thereby, shall be changed until the relevant proceeding has been disposed of or until the applicable period of suspension has expired, unless otherwise ordered by the Commission.

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

By the Commission.

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

[F.R. Doc. 59-4407; Filed, May 26, 1959; 8:45 a.m.]

[Docket No. G-18514]

CHAMPLIN OIL & REFINING CO.

Order for Hearing and Suspending Proposed Change in Rate

MAY 20, 1959.

Champlin Oil & Refining Company (Champlin) on April 20, 1959, tendered for filing a proposed change in its presently effective rate schedule for the sale 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, dated April 20, 1959.

Purchaser: Coastal States Gas Producing Company (Coastal States).

Rate schedule designation: Supplement No. 5 to Champlin's FPC Gas Rate Schedule No. 10.

Effective date: July 2, 1959 (stated effective date is that proposed by Champlin).

Champlin proposes a revenue-sharing rate increase amounting to 85 percent of the increase received by its purchaser, Coastal States, from Texas Illinois Natural Gas Pipeline Company, which was suspended by the Commission until July 2, 1959 in Docket No. G-17733.

In support of its revenue-sharing increase, Champlin cites Coastal's redetermined increase with Texas Illinois; submits copies of the rate redetermination letter and Coastal's letter agreeing to the adjustment in price to Champlin; and states that the arrangement whereby it was to receive a proportionate share of any increase in the value of the gas was the principal inducement to it in executing the contract. In addition, Champlin refers to the suspension of Coastal's increased resale rate and requests that, should the Commission suspend its increased rate proposal, the suspension period be such that it will be permitted to collect its increased rate simultaneously with Coastal.

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. 5 to Champlin's FPC Gas Rate Schedule No. 10 be 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. 5 to Champlin's FPC Gas Rate Schedule No. 10.

(B) Pending such hearing and decision thereon, said supplement be and it hereby is suspended and the use thereof deferred until July 3, 1959, or until such later date as Coastal States Gas Producing Company's rate is made effective in Docket No. G-17733 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.

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

[F.R. Doc. 59-4408; Filed, May 26, 1959; 8:45 a.m.]

[Docket No. G-16539]

LA PLATA GATHERING SYSTEM, INC.

Notice of Application and Date of Hearing

MAY 21, 1959.

Take notice that La Plata Gathering System, Inc. (Applicant), filed an application on October 6, 1958, for a certificate of public convenience and necessity authorizing the sale of natural gas to El Paso Natural Gas Company (El Paso) for transportation in interstate commerce for resale, from production in the Blanco Field, Rio Arriba County, New Mexico, under a gas sales contract dated August 18, 1958. Temporary authorization was granted by letter dated October 22, 1958.

On January 9, 1959, Applicant filed an amendment to the above-described application wherein it seeks permission and approval to abandon the above-described sale to El Paso, stating that by instrument of assignment dated December 1, 1958, Applicant sold and transferred its interest in the above-described production to El Paso.

The amended application states that El Paso will continue to deliver the gas from the subject production into its own system for transportation in interstate commerce for resale.

The amended application is on file with the Commission and open to public inspection.

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 June 25, 1959, at 9:30 a.m., e.d.s.t., in a hearing room of the Federal Power Commission, 441 G Street NW., Washington, D.C., concerning the matters involved in and the issues presented by such 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 procedure (18 CFR 1.8 or 1.10) on or before June 15, 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. 59-4409; Filed, May 26, 1959; 8:45 a.m.]

[Docket No. G-15696]

EL PASO NATURAL GAS CO.

Notice of Postponement of Hearing

MAY 21, 1959.

The hearing now scheduled for July 7, 1959, in the above-designated matter is hereby postponed to a date to be fixed by further notice.

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

[F.R. Doc. 59-4410; Filed, May 26, 1959; 8:45 a.m.]

INTERSTATE COMMERCE COMMISSION

[Notice 270]

MOTOR CARRIER APPLICATIONS

MAY 22, 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 or 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 22229 (Sub No. 27), filed May 18, 1959. Applicant: TERMINAL TRANSPORT COMPANY, INC., 180 Harriet Street SE., Atlanta, Ga. Applicant's attorney: Reuben G. Crimm, Eight-O-Five Peachtree Street Building, Atlanta 8, Ga. Authority sought to operate as a *common carrier*, by motor vehicle, over regular and irregular routes, transporting: *Liquid or dry commodities*, in containers, *including but not limited to Sealdtanks and Sealdbins* when transported in standard vehicles, from, to and between all points applicant is authorized to transport general commodities, with certain exceptions, including all intermediate and off-route points, in the States of Florida, Alabama, Georgia, Illinois, Indiana, Kentucky, and Tennessee, as outlined in Certificate No. MC 22229 and sub numbers thereunder.

HEARING: June 9, 1959, at the Offices of the Interstate Commerce Commission, Washington, D.C., before Examiner Allen W. Hagerty.

No. MC 29566 (Sub No. 59), filed May 18, 1959. Applicant: SOUTHWEST FREIGHT LINES, INC., 1621 West 50th Street, Kansas City 2, Mo. Applicant's attorney: Thomas N. Dowd, Ring Building, Washington 6, D.C. Authority sought to operate as a *common carrier*, by motor vehicle, over regular and irregular routes, transporting: *Commodities*, liquid or dry, in collapsible containers, including but not limited to Sealdtanks and Sealdbins, transported in or on standard motor vehicles, from, to and between points as authorized in applicant's Certificate No. MC 29566 and sub numbers thereunder. Applicant is authorized to conduct operations in Illinois, Kansas, Missouri, Oklahoma, Arkansas, Iowa, Nebraska, Colorado, Wyoming, Indiana, South Dakota, Texas, and Kentucky.

HEARING: June 9, 1959, at the Offices of the Interstate Commerce Commission, Washington, D.C., before Examiner Allen W. Hagerty.

No. MC 56388 (Sub No. 16), filed May 8, 1959. Applicant: JAMES R. HAHN, New Market, Md. Applicant's attorney: Francis J. Ortman, 1366 National Press Building, Washington 4, D.C. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Lime*, and *limestone products*, in bulk, or in bags, and *portland* and *masonry cement*, in bags, or in packages, from Frederick, Md., to points in Delaware and points in Accomack and Northampton Counties, Va., and *empty containers or other such incidental facilities*, used in transporting the above-described commodities on return. Applicant is authorized to conduct operations in Delaware, the District of Columbia, Maryland, Pennsylvania, Virginia, and West Virginia.

HEARING: June 29, 1959, at the Offices of the Interstate Commerce Commission, Washington, D.C., before Examiner William R. Tyers.

No. MC 61505 (Sub No. 22) (REPUBLICATION), filed March 25, 1959, published issue of FEDERAL REGISTER May 13, 1959. Applicant: G. R. MYERS MOTOR TRANSPORTATION, INC., 500 Beech Row, Barberton, Ohio. Applicant's attorney: Edwin C. Reminger, 75 Public Square, Suite 1316, Cleveland 13, Ohio. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Wrought iron, copper, and brass, pipe*, insulated or not insulated, metal jacketed, and the following *materials, parts, and supplies*, when used or useful in the installation of steel boilers: *Asphalt, caulking compounds, roofing paper* (including felt paper, saturated or not saturated), *iron pipe fittings, sheets or wire iron, asbestos fibres*, and *copper sheeting*, between Barberton, Ohio, on the one hand, and, on the other, points in Delaware, and the Upper Peninsula of Michigan. Applicant is authorized to conduct operations in Georgia, Illinois, Indiana, Kentucky, Maryland, Massachusetts, Michigan, Mississippi, Missouri, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Texas, Virginia, West Virginia, and the District of Columbia.

NOTE: Previous publication inadvertently omitted the commodities reading: *"roofing paper* (including felt paper, saturated), *iron pipe fittings,"*.

HEARING: Remains as assigned June 26, 1959, at the Old Post Office Building, Public Square and Superior Avenue, Cleveland, Ohio, before Examiner David Waters.

No. MC 64650 (Sub No. 16), filed May 13, 1959. Applicant: W. T. COWAN, INCORPORATED, Bayard and Cleveland Streets, Baltimore 30, Md. Authority sought to operate as a *common carrier*, by motor vehicle, over regular routes, transporting: *Liquid and dry commodities, in containers including but not limited to Sealdtank and Sealdbin containers*, in or upon ordinary vehicles, between all points now authorized in Delaware, Maryland, New Jersey, Pennsylvania, New York, Virginia, and the District of Columbia over the regular routes and in the territory authorized to be served in Certificate No. MC 64650 covering the transportation of general commodities, with certain exceptions. Applicant is authorized to conduct operations in the above-specified States and the District of Columbia.

HEARING: June 9, 1959, at the Offices of the Interstate Commerce Commission, Washington, D.C., before Examiner Allen W. Hagerty.

No. MC 87546 (Sub No. 2), filed May 4, 1959. Applicant: KRAMERS MOTOR SERVICE AND STORAGE, INC., 402 North Queen Street, York, Pa. Applicant's attorney: Harold E. Stambaugh, 56 South Duke Street, York, Pa. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *New and used furniture*, crated or uncrated, and *office furniture and fixtures* in use, between York, Pa., and points within thirty-five (35) airline miles of the corporate limits of the City of York, on the one hand, and, on the other, points in New York. Applicant is authorized to conduct operations in Delaware, Maryland, New Jersey, New York, Pennsylvania, and the District of Columbia.

NOTE: Applicant states it now has authority to operate within a 25-mile radius of York, Pa., into New York State, and that this application is merely a request for authority to operate within a 35-mile radius of York. Duplication with present authority to be eliminated.

HEARING: July 1, 1959, at the Offices of the Interstate Commerce Commission, Washington, D.C., before Examiner Michael B. Driscoll.

No. MC 111435 (Sub No. 21), filed May 13, 1959. Applicant: C. & E. TRUCKING CORP., R.D. No. 3, Box 4A3, Saugerties, N.Y. Applicant's representative: Bert Collins, 140 Cedar Street, New York 6, N.Y. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Corn syrups, blends or mixtures of corn syrup*, and *liquid sugar* and/or *invert sugar*, in bulk, in tank vehicles, from New York and Yonkers, N.Y., to points in Pennsylvania (except Philadelphia and points within 25 miles thereof, and Williamsport, Milton, Berwick, Hazleton, Kingston, Scranton, and Wilkes-Barre, Pa.), Annapolis and Baltimore, Md., and Alexandria, Va. Applicant is authorized to conduct operations in New York, Vermont, Maryland, Pennsylvania, Virginia, Ohio, and Michigan.

NOTE: Applicant states it holds authority to transport liquid sugar, invert sugar, syrup and flavorings, in bulk, in tank vehicles; that the authority sought herein is only to clarify the commodity description; and that no new service territory is requested.

HEARING: July 2, 1959, at the Offices of the Interstate Commerce Commission, Washington, D.C., before Examiner Lacy W. Hinely.

No. MC 113475 (Sub No. 7) (CORRECTION), filed April 6, 1959, published in the May 13, 1959 issue of the FEDERAL REGISTER. Applicant: RAWLINGS TRUCK LINE, INC., Purdy, Va. Applicant's attorney: Henry E. Ketner, State-Planters Bank Building, Richmond 19, Va. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Lumber*, (1) from points in Virginia on and east of a line beginning at the Virginia-North Carolina State line and extending along Virginia Highway 8 to junction U.S. Highway 11, thence on and east of U.S. Highway 11 to the Virginia-West Virginia State line, to points in North Carolina, South Carolina, Georgia, Florida, Alabama, Kentucky, Tennessee, Indiana, Illinois, Ohio, Pennsylvania, West Virginia, Michigan, the District of Columbia, Maryland, Delaware, New Jersey, New York, Connecticut, Massachusetts, Vermont, New Hampshire, Rhode Island, and Maine; (2) from points in West Virginia, Pennsylvania, Ohio, Maryland, New

York, New Jersey, and Delaware, to points in Virginia, North Carolina, Georgia, Florida, and Alabama. Applicant is authorized to conduct operations in Delaware, Maryland, New Jersey, New York, Ohio, Pennsylvania, Virginia, West Virginia, and the District of Columbia.

NOTE: Applicant states no duplicating authority with present authority is sought.

HEARING: Remains as assigned June 30, 1959, at the U.S. Court Rooms, Richmond, Va., before Examiner Richard H. Roberts.

No. MC 114364 (Sub No. 41), filed May 18, 1959. Applicant: WRIGHT MOTOR LINES, INC., 16th and Elm Street, Rocky Ford, Colo. Applicant's attorney: Marion F. Jones, Suite 526 Denham Building, Denver 2, Colo. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting; *Salt*, from Hutchinson, Kans., to points in Texas. Applicant is authorized to conduct operations in Arkansas, Colorado, Idaho, Iowa, Kansas, Louisiana, Missouri, Montana, Nebraska, Nevada, New Mexico, Oklahoma, South Dakota, Texas, Utah, and Wyoming.

NOTE: Duplication of authority should be eliminated.

HEARING: June 29, 1959, at the Hotel Kansan, Topeka, Kans., before Joint Board No. 170.

No. MC 117475 (Sub No. 6), filed May 11, 1959. Applicant: INTERSTATE TRANSPORT, INC., P.O. Box 502, Sioux Falls, S. Dak. Applicant's attorney: Donald A. Morken, 1100 First National-Soo Line Building, Minneapolis 2, Minn. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Petroleum* and *petroleum products*, in bulk, (1) from Norfolk, Nebr., and points within ten (10) miles thereof, to points in South Dakota, Iowa, Minnesota, North Dakota, and Nebraska; and (2) from Yankton, S. Dak., and points within ten (10) miles thereof, to points in Nebraska, Iowa, Minnesota, North Dakota, and South Dakota.

HEARING: June 19, 1959, at the South Dakota Public Utilities Commission, Pierre, S. Dak., before Examiner A. Lane Cricher.

No. MC 117574 (Sub No. 43) (REPUBLICATION), filed April 9, 1959, published in the May 20, 1959 issue of the FEDERAL REGISTER. Applicant: DAILY EXPRESS, INC., 65 West North Street, Carlisle, Pa. Applicant's attorney: James E. Wilson, 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: (1) *Articles which, because of size, weight or bulk, require the use of special equipment or special handling;* (2) *Agricultural implements, farm equipment, farm machinery, agricultural implements and machinery* as described in Appendix XII, *Descriptions in Motor Carrier Certificates*, 61 M.C.C. 209, 292–294; (3) *Tractors, tractor attachments, self-propelled machinery or machines* (except truck tractors and passenger automobiles); (4) *Road construction and/or road building machinery and equipment, road construction machinery and equipment* as described in Appendix VIII, *Descriptions in Motor Carrier Certificates*, 61 M.C.C. 209, 286–287; (5) *Excavating, paving, moving and grading equipment and machinery;* (6) *Crushing, mixing, conveying, loading, moving, and drying machinery and equipment;* (7) *Trailers* (except those designed for use with passenger automobiles and highway freight trailers), *machinery, engines, compressors,* and *generators;* (8) *Construction equipment* and *contractors' equipment;* and (9) *Parts, supplies* and *accessories* for Items (1) through (8) above; between points in Maine, New Hampshire, Vermont, Massachusetts, Connecticut, Rhode Island, New York, New Jersey, Delaware, Maryland, Virginia, the District of Columbia, Pennsylvania, West Virginia, North Carolina, Ohio, Indiana, Illinois, Michigan, Wisconsin, Iowa, Minnesota, Missouri, Kentucky, and Kansas. Applicant is authorized to conduct operations throughout the United States. *PRE-HEARING CONFERENCE:* Remains as assigned July 1, 1959, at the Offices of the Interstate Commerce Commission, Washington, D.C., with Examiner B. E. Stillwell, presiding. At the pre-hearing conference it is contemplated that the following matters will be discussed: (1) The issues generally with a view to their simplification; (2) The possibility and desirability of agreeing upon special procedure to expedite and control the handling of this application, including the submission of the supporting and opposing shipper testimony by verified statements; (3) The time and place or places of such hearing or hearings as may be agreed upon; (4) The number of witnesses to be presented and the time required for such presentations by both applicant and protestants; (5) The practicability of both applicant and the opposing carriers submitting in written form their *direct* testimony with respect to: (a) Their present operating authority, (b) Their corporate organizations if any, ownership and control, (c) Their fiscal data, (d) Their equipment, terminals, and other facilities; (6) The practicability and desirability of all parties exchanging exhibits covering the immediately above-listed matters in advance of any hearing; and (7) Any other matters by which the hearing can be expedited or simplified or the commission's handling thereof aided.

No. MC 118621 (Sub No. 2) (REPUBLICATION), filed March 5, 1959, published issue of FEDERAL REGISTER March 18, 1959. Applicant: BLACK DIAMOND TRANSPORT COMPANY, a corporation, 112 Poinier Street, Newark, N.J. Applicant's attorney: Richard D. Lalanne, Law Dept., Lehigh Valley Railroad Co., 143 Liberty Street, New York 6, N.Y. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Bulk cement*, in tank type or hopper type vehicles, *cement*, in bags, packages or other containers, from Cementon, Saylor, Egypt, and Ormrod, Lehigh County, Pa., and Stockertown, Northampton County, Pa., to points in Maryland, Virginia, West Virginia, Connecticut, Rhode Island, New York, New Jersey, Massachusetts, Delaware, New Hampshire, and Vermont, and *empty containers or other such* incidental facilities, used in transporting cement on return. The subject application as originally filed sought authority as set forth above. The previous publication in the FEDERAL REGISTER inadvertently omitted the destination States of Connecticut, Rhode Island, New York, and New Jersey. The origin point shown in the previous publication as *Saylor, Pa.* is also corrected to read *Coplay, Pa.* At the hearing, May 18, 1959, held at the Offices of the Interstate Commerce Commission, Washington, D.C., before Examiner Lawrence A. Van Dyke, Jr., applicant was permitted to present evidence on the application as filed and also to correct the origin point from Saylor, Pa., to Coplay, Pa. The Examiner's Report and Recommended Order will not be served until a lapse of 30 days after this republication in the FEDERAL REGISTER within which time any person who may have been prejudiced by the error in the initial publication and the action of the Examiner in receiving evidence as to applicant's proposed operations may file an appropriate petition for further hearing of applicant's evidence.

No. MC 118763 (Sub No. 1), filed April 20, 1959. Applicant: WARREN K. HATZ, doing business as HATZ MILK TRANSIT, 901 J Street, San Diego, Calif. Applicant's attorney: Phil Jacobson, 510 West Sixth Street, Suite 723, Los Angeles 14, Calif. Authority sought to operate as a *contract carrier*, by motor vehicle, over regular routes, transporting: (1) *Ice cream*, in cartons, crates, boxes, and containers, in special insulated trucks and trailers maintaining a temperature of not less than 10 degrees below zero, from Los Angeles, Calif., to Yuma, Ariz., as follows: from Los Angeles over U.S. Highway 101 to San Diego, Calif. (also from Los Angeles over Alternate U.S. Highway 101 to junction U.S. Highway 101), thence over U.S. Highway 80 to Yuma, serving no intermediate points; and (2) *Empty containers or other such incidental facilities* (not specified) used in transporting the commodity specified above, from Yuma, Ariz., over the above-specified routes to Los Angeles, Calif., serving no intermediate points.

NOTE: Applicant has a pending application to transport ice cream between San Diego, Calif., and Yuma, Ariz., over U.S. Highway 80.

HEARING: June 5, 1959, at the Federal Building, Los Angeles, Calif., before Joint Board No. 47, or, if the Joint Board waives its right to participate, before Examiner Alton R. Smith.

No. MC 118929, filed May 11, 1959. Applicant: CLIFFORD R. YINGST, South White Oak Street, Annville, Pa. Applicant's attorney: Andrew Wilson Green, 222 North Third Street, Harrisburg, Pa. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Beer* and *malt beverages*, in cans, bottles and kegs, from Reading, Pa., to points in Connecticut, Massachusetts, New Hampshire, Rhode Island, and Vermont, and *empty containers or other such inci-*

dental facilities, used in transporting the above-described commodities, on return.

NOTE: Applicant states the above transportation will be under continuing contracts with The Old Reading Brewery, Inc.

HEARING: July 1, 1959, at the Offices of the Interstate Commerce Commission, Washington, D.C., before Examiner Harold P. Boss.

No. MC 118936, filed May 13, 1959. Applicant: ALBERT MARINARI, 9 Colwell Lane, Conshohocken, Montgomery County, Pa. Applicant's attorney: Paul F. Shertz, 811-819 Lewis Tower Building, 225 South 15th Street, Philadelphia 2, Pa. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: (1) *Slag* and *crushed stone*, in bulk, in dump vehicles, from points in Montgomery, Chester and Bucks Counties, Pa., to points in Camden, Burlington, Gloucester, Mercer, and Salem Counties, N.J., and (2) *sand*, in bulk, in dump vehicles, from points in Camden, Burlington, Gloucester, Mercer, and Salem Counties, N.J., to points in Bucks, Montgomery, Chester, Delaware, and Philadelphia Counties, Pa.

HEARING: July 1, 1959, at the Offices of the Interstate Commerce Commission, Washington, D.C., before Examiner James I. Carr.

MOTOR CARRIERS OF PASSENGERS

(PRE-HEARING CONFERENCE)

THE FOLLOWING APPLICATIONS ARE ASSIGNED FOR PRE-HEARING CONFERENCE: June 8, 1959, at the Offices of the Interstate Commerce Commission, Washington, D.C., with Examiner James C. Cheseldine, presiding.

No. MC 1501 (Sub No. 164), filed May 15, 1959. Applicant: THE GREYHOUND CORPORATION, A Delaware corporation, 5600 Jarvis Avenue, Chicago 48, Ill. Applicant's attorney: Raymond H. Warns, 5600 Jarvis Avenue, Chicago 48, Ill. Authority sought to operate as a *common carrier*, by motor vehicle, over regular routes, transporting: *Passengers and their baggage*, and *express, newspapers* and *mail*, in the same vehicle with passengers, between Washington, D.C., and the junction of Virginia Highways 636 and 7; (1) from Washington, D.C., via proposed Interstate Route 66 to its intersection with proposed Chantilly Airport Superhighway, thence via such superhighway to the Washington International Airport, thence via airport access road to the airport administration building, thence via airport access road to its intersection with Virginia Secondary Highway 606, thence via Virginia Secondary Highway 606 to its intersection with Virginia Secondary Highway 636, thence via Virginia Secondary Highway 636 to its intersection with Virginia Highway 7, and return over the same route, serving all intermediate points, including Washington International Airport, Chantilly, Fairfax-Loudoun Counties, Va.; (2) from Washington, D.C., via U.S. Highway 29–211 to Falls Church, Va., thence via Virginia Secondary Highway 694 to its intersection with proposed Chantilly Airport Superhighway, thence via such superhighway to the Washington International Airport, thence via airport access road to the airport administration building, thence via airport access road to its intersection with Virginia Secondary Highway 606, thence via Virginia Secondary Highway 606 to its intersection with Virginia Secondary Highway 636, thence via Virginia Secondary Highway 636 to its intersection with Virginia Secondary Highway 606, thence via Virginia Secondary Highway 606 to its intersection with Virginia Secondary Highway 636, thence via Virginia Secondary Highway 636 to its intersection with Virginia Highway 7, and return over the same route, serving all intermediate points including Washington International Airport, Chantilly, Fairfax-Loudoun Counties, Va. Applicant is authorized to conduct operations throughout the United States.

NOTE: Duplication should be eliminated.

No. MC 1504 (Sub No. 146), filed May 15, 1959. Applicant: ATLANTIC GREYHOUND CORPORATION, a Virginia corporation, 1100 Kanawha Valley Building, Charleston 1, W. Va. Applicant's attorney: Raymond H. Warns, 5600 Jarvis Avenue, Chicago 48, Ill. Authority sought to operate as a *common carrier*, by motor vehicle, over regular routes, transporting: *Passengers and their baggage*, and *express, newspapers* and *mail*, in the same vehicle with passengers, between Washington, D.C., and junction U.S. Highway 50 and Washington International Airport access road; (1) from Washington, D.C., via proposed Interstate Route 66 to its intersection with proposed Chantilly Airport Superhighway, thence via such superhighway to the Washington International Airport, thence via airport access road to airport administration building, thence via airport access road to its intersection with U.S. Highway 50, and return over the same route, serving all intermediate points including Washington International Airport, Chantilly, Fairfax-Loudoun Counties, Va.; (2) from Washington, D.C., via U.S. Highway 29–211 to Falls Church, Va., thence via Virginia Secondary Highway 694 to its intersection with proposed Chantilly Airport Superhighway, thence via such superhighway to the Washington International Airport, thence via airport access road to airport administration building, thence via airport access road to its intersection with U.S. Highway 50, and return over the same route, serving all intermediate points including Washington International Airport, Chantilly, Fairfax-Loudoun Counties, Va. Applicant is authorized to conduct operations in Georgia, North Carolina, South Carolina, Tennessee, Ohio, Virginia, West Virginia, and the District of Columbia.

At the pre-hearing conference it is contemplated that the following matters will be discussed: (1) The issues generally with a view to their simplification; (2) The possibility and desirability of agreeing upon special procedure to expedite and control the handling of this application, including the submission of the supporting and opposing shipper testimony by verified statements; (3) The time and place or places of such hearing or hearings as may be agreed upon; (4) The number of witnesses to be presented and the time required for such presentations by both applicant and protestants; (5) The practicability of both applicant and the opposing carriers submitting in written form their *direct* testimony with respect to: (a) Their present operating authority, (b) Their corporate organizations if any, ownership and control, (c) Their fiscal data, (d) Their equipment, terminals, and other facilities; (6) The practicability and desirability of all parties exchanging exhibits covering the immediately above-listed matters in advance of any hearing; and (7) Any other matters by which the hearing can be expedited or simplified or the Commission's handling thereof aided.

APPLICATION FOR BROKERAGE LICENSE

MOTOR CARRIER OF PASSENGERS

No. MC 12698, filed March 13, 1959. Applicant: CLARENCE E. WIDELL, doing business as VIKING TRAVEL AGENCY, 207 North Broadway, Camden 2, N.J., and 50 Tanner Street, Haddonfield, N.J. Applicant's attorney: Walter S. Anderson, Wilson Building, Broadway at Cooper Street, Camden 2, N.J. For a license (BMC 5) authorizing operations as a *broker* at Camden and Haddonfield, N.J., in arranging for transportation in interstate or foreign commerce, by motor vehicle, of *Passengers and their baggage*, in the same vehicle with passengers, both as individuals and groups, in charter operations, in round-trip all-expense conducted tours and sightseeing trips, beginning and ending at points in Camden, Burlington, Gloucester, and Mercer Counties, N.J., and points in Philadelphia County, Pa., and extending to points in the United States, restricted to points in Canada and Mexico.

NOTE: Applicant indicates that he proposes to act as ticket and sales agent for motor carriers in arranging for all-expense or "package" sightseeing tours for groups of people and transporting them to points of scenic or historic interest, and to recreation points in the United States. Applicant states it proposes to procure business by newspaper advertising, handbills, direct mail or radio announcements, illustrated sales talks, and by direct solicitation of agency contracts with carriers.

HEARING: June 24, 1959, at the U.S. Court Rooms, Newark, N.J., before Joint Board No. 119, or, if the Joint Board waives its right to participate, before Examiner Lucian A. Jackson.

APPLICATIONS IN WHICH HANDLING WITHOUT ORAL HEARING IS REQUESTED

MOTOR CARRIERS OF PROPERTY

No. MC 11544 (Sub No. 5), filed March 27, 1959. Applicant: D. S. BEILER AND RAYMOND BEILER, 5031 Horseshoe Pike, Downington, Pa. Applicant's attorney: A. Vincent Field, 610 Haddon Avenue, Collingswood, N.J. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Fertilizer*, in bags and in bulk, and in spreader-type vehicles, from Downington, Pa., to points in Delaware, Maryland, and New Jersey, within fifty (50) miles of Downington, Pa., and *refused or rejected shipments* of Fertilizer, on return. Applicant is authorized to

conduct operations in Connecticut, Delaware, Maryland, Massachusetts, New Jersey, New York, North Carolina, Pennsylvania, Rhode Island, Virginia, and the District of Columbia.

No. MC 52552 (Sub No. 16), filed May 12, 1959. Applicant: DARL D. WOMELDORF, doing business as W. I. WOMELDORF & SONS, P.O. Box 232, Lewiston, Pa. Applicant's attorney: Robert A. Shertz, 225 South 15th Street, Philadelphia 2, Pa. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Glass containers, glass bottles* and *glass jars*, common, not exceeding one gallon in capacity, with or without caps, covers, tops or stoppers, *glassware*, other than cut glassware, and *wooden boxes* and *wooden containers*, set up or knocked down, from Kane and Emlenton, Pa., to points in Delaware, Maryland, Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, Vermont, New Jersey, and New York; and *corrugated paper boxes, corrugated paper containers*, and *glass bottle and glass container caps, covers, tops and stoppers*, on return. Applicant is authorized to conduct operations in Pennsylvania, New Jersey, New York, Connecticut, Delaware, Maryland, West Virginia, Virginia, Maine, Massachusetts, New Hampshire, Rhode Island, and Vermont.

NOTE: A proceeding has been instituted under section 212(c), in No. MC 52552 Sub 14, to determine whether applicant's status is that of a contract or common carrier.

No. MC 95084 (Sub No. 33), filed May 14, 1959. Applicant: HOVE TRUCK LINE, a corporation, Stanhope, Iowa. Applicant's attorney: Kenneth F. Dudley, 106 North Court Street, P.O. Box 557, Ottumwa, Iowa. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Iron* and *steel*, and *combination corn cribs and grain bins*, from Fort Dodge, Iowa to points in Alabama, Colorado, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Minnesota, Mississippi, Missouri, Nebraska, North Carolina, North Dakota, Ohio, Pennsylvania, South Carolina, South Dakota, Tennessee, Texas, Virginia, Wisconsin, and Wyoming. Applicant is authorized to conduct regular route operations in Illinois and Iowa, and irregular route operations in Alabama, Colorado, Georgia, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Michigan, Minnesota, Mississippi, Missouri, Nebraska, North Carolina, North Dakota, Ohio, Pennsylvania, South Carolina, South Dakota, Tennessee, Texas, Virginia, Wisconsin, and Wyoming.

No. MC 100592 (Sub No. 15), filed May 11, 1959. Applicant: JAMES STUFFO, INC., 3010 North 21st Street, Philadelphia 32, Pa. Applicant's attorney: M. Randall Marston, 515 East Wynnewood Road, Merion Station, Pa. Authority sought to operate as a *common or contract carrier*, by motor vehicle, over irregular routes, transporting: *Plastic pipe* and *fittings* for plastic pipe, from East Liverpool, Ohio, and points in Ohio within 75 miles thereof, to Philadelphia, Pa., and points in Pennsylvania within 50 miles thereof, and to points in New Jersey, Delaware, Maryland, and New York, and *damaged, defective and returned shipments* of plastic pipe and fittings for plastic pipe, and *empty containers, pallets*, and *other shipping devices* used in connection with the above-specified commodities on return movements. Applicant is authorized to transport Clay sewer pipe, uncrated, from the above-specified origin points to the above-specified destination points, and is authorized to transport other commodities in Delaware, Illinois, Indiana, Maryland, Michigan, New Jersey, New York, Ohio, Pennsylvania, West Virginia, and the District of Columbia.

NOTE: A proceeding has been instituted under section 212(c) in No. MC 100592 (Sub No. 12) to determine whether applicant's status is that of a common or contract carrier.

No. MC 111812 (Sub No. 78), filed May 15, 1959. Applicant: MIDWEST COAST TRANSPORT, INC., P.O. Box 747, Wilson Terminal Building, Sioux Falls, S. Dak. Applicant's attorney: Donald Stern, 924 City National Bank Building, Omaha, Nebr. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Meats, packinghouse products, and commodities used by packing houses*, as described in Appendix I to the report in *Descriptions in Motor Carrier Certificates*, 61 M.C.C. 209 and 766, from points in Minnesota and Iowa to points in Montana, Idaho, Oregon and Washington, and *meat hooks and racks* and *property of the shipper* used in transporting the above commodities on return. Applicant is authorized to conduct operations in South Dakota, Washington, Oregon, Minnesota, California, Iowa, Nebraska, Nevada, North Dakota, Montana, Maine, New Hampshire, Vermont, Massachusetts, Rhode Island, Connecticut, New Jersey, New York, and Pennsylvania.

NOTE: Applicant states that it can presently serve the origins and destinations through the gateways of Sioux Falls, S. Dak., Austin, Minn., and Fort Dodge, Iowa, and it seeks this authority to eliminate the necessity of operating through said gateways.

No. MC 114561 (Sub No. 5), filed May 20, 1959. Applicant: CLARK EXPLOSIVES, INC., 3484 Glenarden Road, St. Paul 13, Minn. Applicant's representative: A. R. Fowler, 2288 University Avenue, St. Paul 14, Minn. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Smokeless powder* (Class B Explosives) in packages from Kenvil, N.J., to Anoka, Minn., and points within 5 miles of Anoka. Applicant is authorized to conduct operations in New Jersey and Minnesota.

No. MC 115179 (Sub No. 8), filed May 15, 1959. Applicant: GLACKEN TRANSPORTATION, INC., 4083 Faries Parkway, Decatur, Ill. Applicant's attorney: Robert C. Smith, 512 Illinois Building, Indianapolis 4, Ill. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Soybean oil*, in bulk, in tank vehicles, from Decatur, Ill., to Willow Island (Pleasants County), W. Va., and Fox (Tuscaloosa County), Ala., and *damaged or rejected shipments* of soybean oil on return. Applicant is authorized to conduct operations in Illinois, Indiana, Iowa, Kentucky, Michigan, Missouri, Ohio, Pennsylvania, and Wisconsin.

NOTE: Applicant is under common control by Joseph E. Glacken and Charles E. Glacken, doing business as Glacken Bros., in Permit No. MC 114803 (Sub No. 1). Dual authority under section 210 may be involved.

No. MC 118939, filed May 13, 1959. Applicant: JOHN F. STEHLE AND EVA M. STEHLE, doing business as OREGON CHIPS COMPANY, 190 Chapman Lane, Corvallis, Oreg. Applicant's attorney: William B. Adams, Pacific Building, Portland 4, Oreg. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Wood chips*, from Philomath, Oreg., and points within 15 miles thereof to Longview, Wash.

No. MC 118943, filed May 14, 1959. Applicant: JAMES F. DAVIS, doing business as DAVIS TRUCKING COMPANY, Pottsville Boulevard, Box 464, Pottsville, Pa. Applicant's attorney: George W. Heffner, 501 West Market Street, Pottsville, Pa. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Sand*, in bulk, in dump trailers, from Coram, Long Island, N.Y., and Millville and Kenvil, N.J., to points in Schuylkill County, Pa., together with *Motion to Dismiss* on the grounds that applicant is a private carrier and, as such, is not subject to the requirements of Part II of the Interstate Commerce Act.

No. MC 118946, filed May 18, 1959. Applicant: CLIFFORD C. TERRY, doing business as TERRY'S WELDING & CONSTRUCTION COMPANY, P.O. Box 1781, Cortez, Colo. Applicant's attorney: Robert E. Parga, Cortez, Colo. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Oilfield supplies and equipment*, less-than-truckload, between points in Wayne, San Juan, and Emory Counties, Utah, and points in La Plata and Montezuma Counties, Colo.

NOTE: Applicant indicates the proposed operations will be on a so-called "hot shot" basis within a load limit not to exceed 7,000 pounds.

MOTOR CARRIER OF PASSENGERS

No. MC 116676 (Sub No. 2), filed April 6, 1959. Applicant: WILLIAM SANTIAGO, 582 77th Street, Niagara Falls, N.Y. Applicant's representative: Raymond A. Richards, 35 Curtice Pk., P.O. Box 25, Webster, N.Y. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Passengers and their baggage*, in special operations (seasonal round-trip sightseeing operations between April 15 and October 1 of each year), limited to the transportation of not more than 7 fare-paying passengers in any one vehicle, excluding the driver thereof and excluding children under 10 years of age and children who do not occupy a seat or seats, (1) beginning and ending at points in Niagara County, N.Y., and extending to the port of entry

on the International boundary line between the United States and Canada at or near Niagara Falls, N.Y.; (2) beginning and ending at points in Niagara County, N.Y., and extending to the port of entry on the international boundary line between the United States and Canada at or near Lewiston, N.Y., using in either direction, one of the following bridges over the Niagara River: Rainbow Bridge at Niagara Falls, N.Y., Lower Arch Bridge at Niagara Falls, N.Y., or Lewiston Bridge at Lewiston, N.Y.

PETITION

MC 59340 (PETITION FOR WAIVER OF § 1.101(e) OF THE GENERAL RULES OF PRACTICE, RECONSIDERATION AND AMENDMENT OF CERTIFICATE). Petitioner: ALAN MOTOR LINES, INC., Brooklyn, N.Y. Petitioner's attorney: Martin Werner, 295 Madison Avenue, New York 17, N.Y. Petition for waiver of § 1.101(e) of the General Rules of Practice, reconsideration and amendment of certificate No. MC 59340. The Certificate issued under the "grandfather" clause of the Motor Carrier Act, 1935, pursuant to application filed on January 16, 1936, which is the subject of this petition, dated May 7, 1959, covers the transportation of *General Commodities*, with exceptions, between New York, N.Y., and points in Long Island, N.Y., on the one hand, and, on the other, points in Bergen, Essex, Hudson, Middlesex, Passaic, and Union Counties, N.J., and those in Westchester County, N.Y. Petitioner seeks the reissuance of the certificate and the amendment of same to include authority for operations between New York, N.Y., on the one hand, and, on the other, points on Long Island, N.Y., or in the alternative, that this petition be set for hearing to afford petitioner an opportunity to present its case.

APPLICATIONS UNDER SECTION 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 7134, J. J. WILLIS TRUCKING CO.—PURCHASE (PORTION)—FERGUSON TRUCKING CO., INC., published in the March 25, 1959, issue of the FEDERAL REGISTER on page 2338. Second application filed May 20, 1959, for temporary authority under section 210a(b).

No. MC–F 7196. Authority sought for purchase by RYDER TANK LINE, INC., Winston Road, P.O. Box 457, Greensboro, N.C., of the operating rights and certain property of YORK INTERSTATE TRUCKING, INC., 9020 La Porte Expressway, P.O. Box 12385, Houston 17, Tex., and for acquisition by RYDER SYSTEM, INC., JAR CORPORATION, JAR NO. 2 CORPORATION, JAMES A. RYDER, RALPH B. RYDER and R. N. REEDY, all of 3401 Main Highway, Miami 33, Fla., of control of such rights and property through the purchase. Applicants' attorneys: William O. Turney and James M. Verner, both of 2001 Massachusetts Avenue NW., Washington 6, D.C., and Castle W. Jordan, P.O. Box 33816, 3401 Main Highway, Miami 33, Fla. Operating rights sought to be transferred: *Acids, chemicals, fish oils, fish solubles, sulphuric acid, nitric acid, polyethylene, lubricating oils, petroleum wax, liquid caustic soda, anhydrous ammonia, ethylene, diethylene glycol, monethanolamine, diethanolamine, triethanolamine, acrylonitrile, aqua ammonia, muriatic acid, varnishes, synthetic resin solutions, chemical intermediates, diethylene, triethylene, alkyd resins, glycols, ethanolamines, methanol, contaminated liquid petroleum wax, oakite compounds, nitrogen solutions, vegetable and animal fats and oils, processed, refined and blended vegetable and animal fats and oils, phosphoric acid, anhydrous dimethylamine, liquid chemicals, washing compounds, spent acid, phosphatic fertilizer solutions* (all of the above being in bulk in tank vehicles), *acids and chemicals*, as described in *The Maxwell Co., Extension-Addyston*, 63 M.C.C. 677 (except liquefied petroleum gases), in bulk, in manifolded cyclinder trailers and in tank trailers, *ethylene gas*, in bulk, in manifolded cyclinder trailers, *nitrogen compounds, nitric acid*, and *nitric acid*, in bulk, as a *common carrier* over irregular routes, from, to or between points and areas, varying with the commodity transported, in Texas, Louisiana, Arkansas, Mississippi, Oklahoma, New Mexico, Alabama, Arizona, California, Colorado, Florida, Georgia, Illinois, Indiana, Iowa, Kansas, Kentucky, Minnesota, Missouri, Nebraska, North Carolina, South Carolina, Tennessee, Virginia, West Virginia, Wisconsin, Wyoming, South Dakota, Nevada, Utah, Michigan, New Jersey, Ohio, Pennsylvania, North Dakota, Montana, Idaho, Washington, Oregon. Vendee is authorized to operate as a *common carrier* in New York, New Jersey, Pennsylvania, Delaware, Maryland, Virginia, West Virginia, North Carolina, South Carolina, Georgia, Florida, Alabama, Tennessee, Kentucky, Ohio, Indiana, Mississippi, Louisiana, Texas, Arkansas, Missouri, and the District of Columbia. Application has not been filed for temporary authority under section 210a(b).

No. MC–F 7197. Authority sought for purchase by CONSOLIDATED FREIGHTWAYS, INC. (WASH. CORP.), 175 Linfield Drive, Menlo Park, Calif., of the operating rights and property of RODGERS MOTOR LINES, INC., Gilligan Street and South Avenue, Scranton, Pa. Applicants' attorneys: John R. Turney and William O. Turney, both of 2001 Massachusetts Avenue NW., Washington 6, D.C., and Eugene T. Liipfert, 175 Linfield Drive, Menlo Park, Calif. Operating rights sought to be transferred: *General commodities*, as a *common carrier* over regular routes, between Homer, N.Y., and Berwick, Pa., between Endicott, N.Y., and West Pittston, Pa., between specified points in Pennsylvania, between Scranton, Pa., and New York, N.Y., and between specified points in New York, serving all intermediate and certain off-route points; *general commodities*, with certain exceptions including household goods and commodities in bulk, between Endicott, N.Y., and Philadelphia, Pa., restricted against service between points in New York City or Long Island, on the one hand, and, on the other, points in New Jersey, between specified points in New York, restricted to shipments moving over carrier's lines to or from points south of Binghamton, N.Y., between specified points in Pennsylvania, and between Philadelphia, Pa., and New York, N.Y., serving certain intermediate and off-route points; *general commodities*, with certain exceptions including household goods and commodities in bulk, over irregular routes, between certain points in Pennsylvania, on the one hand, and, on the other, Baltimore, Md., Wilmington and Dover, Del., certain points in Pennsylvania, and certain points in New Jersey; those rights claimed in an application seeking a "grandfather" certificate under section 7 of the Transportation Act of 1958 (which amended section 203(b)(6) of the Act, viz., *frozen fruits, frozen berries, frozen vegetables*, and *bananas*, from Jersey City, N.J., and New York, N.Y., to Watertown, N.Y., and Camp Drum, N.Y., from Jersey City, N.J., and New York, N.Y., to Syracuse, N.Y., and from Syracuse, N.Y., to Watertown, N.Y., and Camp Drum, N.Y. Vendee 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 7198. Authority sought for purchase by CENTRAL JERSEY MOTOR LINES, INC., 728 State Street, P.O. Box 124, York, Pa., of the operating rights of PROMPT MOTOR LINES, INC. (WILLIAM FARESE AND FRANCES FARESE, MORTAGEES), 304 Spring Street, New York, N.Y., and for acquisition by WOODROW W. WALTEMYER, also of York, of control of such rights through the purchase. Applicants' attorney: Donald E. Cross, 919 Munsey Building, Washington 4, D.C. Operating rights sought to be transferred: *General commodities*, with certain exceptions including household goods and commodities in bulk, as a *common carrier* over irregular routes, between points in the New York, N.Y., Commercial Zone, as defined by the Commission, and between points in the New York, N.Y., Commercial Zone, as defined by the Commission, on the one hand, and, on the other, points in Hudson, Bergen, Essex, Union, Passaic, Morris, Middlesex, and Somerset Counties, N.J., Westchester County, N.Y., and those on Long Island, N.Y. Vendee is authorized to operate as a *common carrier* in New York, New Jersey, and Pennsylvania, and as a *contract carrier* in New York, New Jersey, Connecticut, and Pennsylvania. Application has been filed for temporary authority under section 210a(b).

No. MC–F 7199. Authority sought for purchase by PENBROOK HAULING COMPANY, INC., 701 Bosler Avenue, Lemoyne, Pa., of a portion of the operating rights of GEORGE P. COOPER AND HOWARD M. MESHARER, doing business as STATE TRANSFER COMPANY, 473 Horton Street, Wilkes-Barre, Pa., and for acquisition by D. E. LUTZ, 330 Washington Lane, Carlisle, Pa., and URIE D. LUTZ and HELEN B. LUTZ, both of 217 North Hanover Street, Carlisle, Pa., of control of such rights through the purchase. Applicants' attorney: John M. Musselman, State Street Building, Harrisburg, Pa. Operating rights sought to be transferred: *Machinery*, as a *common carrier* over irregular routes, between points in Pennsylvania on and east of U.S. Highway 15 in the Counties of Adams, York, Cumberland, Perry, Dauphin, Lebanon, and Lancaster, 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. Vendee holds no authority from this Commission; however, its controlling stockholders, collectively, control through stock ownership DAILY MOTOR EXPRESS, INC., Penn and Pitt Streets, Carlisle, Pa., which is authorized to operate as a *common carrier* in Pennsylvania and Maryland, and DAILY EXPRESS, INC., 65 West North Street, Carlisle, Pa., which is authorized to operate as a *common carrier* in 48 States and the District of Columbia. Application has not been filed for temporary authority under section 210a(b).

No. MC–F 7201. Authority sought for purchase by INDIANA REFRIGERATOR LINES, INC., 2404 North Broadway, Muncie, Ind., of the operating rights and certain property of HAMPTON LEE, doing business as LEE AND SONS, BANANA CARRIERS, 1707 North Turner Street, Muncie, Ind., and for acquisition by RODNEY TETRAULT, R.F.D. No. 1, Eaton, Ind., JOHN HARTMEYER, 11 Oak Road, Hamilton Park, Muncie, Ind., and LILLIAN TETRAULT, Matthews, Ind., of control of such rights and property through the purchase. Applicants' attorney: Mario Pieroni, 523 Johnson Building, Muncie, Ind. Operating rights sought to be transferred: Those rights claimed in applications seeking "grandfather" certificates under section 7 of the Transportation Act of 1958, (which amended section 203(b)(6) of the Act, viz, *bananas*, as a *common carrier* over irregular routes between New York, N.Y., and Fort Wayne, Ind., between New York, N.Y., and Lima, Ohio, between New York, N.Y., and South Bend, Ind., between New York, N.Y., and Grand Rapids, Mich., between Philadelphia, Pa., and Lima, Ohio, between Newark, N.J., and Fort Wayne, Ind., between Newark, N.J., and Lima, Ohio, and between Philadelphia, Pa., and Fort Wayne, Ind. Vendee is authorized to operate as a *common carrier* in Alabama, Florida, Georgia, Louisiana, Massachusetts, Mississippi, New Jersey, New York, North Carolina, Pennsylvania, Rhode Island, South Carolina, Tennessee, Texas, Virginia, West Virginia, Kentucky, Indiana, Maryland, Missouri, Connecticut, Maine, Illinois, Delaware, New Hampshire, Vermont, Iowa, and the District of Columbia. Application has not been filed for temporary authority under section 210a(b).

No. MC–F 7202. Authority sought for merger into INTERSTATE MOTOR FREIGHT SYSTEM, 134 Grandville SW., Grand Rapids, Mich., of the operating rights and property of PRUCKA TRANSPORTATION, INC., 2615 North 11th, Omaha 10, Nebr. Applicant's attorney: Leonard D. Verdier, Jr., 300 Michigan Trust Building, Grand Rapids 2, Mich. 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 including routes between Omaha, Nebr., and Chicago, Ill., between Beatrice, Nebr., and Kansas City, Mo., between Denver, Colo., and Omaha, Nebr., between Sterling, Colo., and Lamar, Nebr., between Cheyenne, Wyo., and Morrill, Nebr., between specified points in Colorado, between specified points in Nebraska, and between Sterling, Colo., and Cheyenne, Wyo., serving certain intermediate and off-route points; five alternate routes for operating convenience only; *general commodities*, with certain exceptions excluding household goods and including commodities in bulk, between Council Bluffs, Iowa, and Sioux City, Iowa, and between Tekamah, Nebr., and Winnebago, Nebr., serving certain intermediate and off-route points; *general commodities*, with certain exceptions including household goods and commodities in bulk, over irregular routes, between points in Council Bluffs, Iowa, and Omaha, Nebr. INTERSTATE MOTOR FREIGHT SYSTEM is authorized to operate as a *common carrier* in Illinois, Ohio, New York, Indiana, Michigan, Missouri, Pennsylvania, Massachusetts, New Jersey, Kentucky, Minnesota, Wisconsin, Delaware, Maryland, Iowa, West Virginia, and the District of Columbia. Application has not been filed for temporary authority under section 210a(b).

No. MC–F 7203. Authority sought for purchase by WALLACE-COLVILLE AUTO FREIGHT, INC., North 15 Grant Street, Spokane 2, Wash., of the operating rights and certain property of LAURENCE VERHAAG, doing business as COLVILLE BOUNDARY LAURIER AUTO FREIGHT, Colville, Wash. Applicants' representative: Grant Cowie, Secretary-Treasurer, Wallace-Colville Auto Freight, Inc., North 15 Grant Street, Spokane 2, Wash. Operating rights sought to be transferred: *General commodities*, with certain exceptions including household goods and commodities in bulk, as a *common carrier* over regular routes, between Colville, Wash., and Boundary, Wash., and between Colville, Wash., and Laurier, Wash., serving certain intermediate and off-route points. Vendee is authorized to operate as a *common carrier* in Washington and Idaho. Application has not been filed for temporary authority under section 210a(b).

No. MC–F 7204. Authority sought for purchase by DORSEY OWINGS, R.F.D. No. 4, Ellicott City, Md., of the operating rights of THE ORIOLE TERMINAL & TRANSPORTATION CO., 6301 Quad Avenue, Baltimore 5, Md. Applicants' attorney: Francis J. Ortman, 1366 National Press Building, Washington 4, D.C. Operating rights sought to be transferred: *General commodities*, with certain exceptions including household goods and commodities in bulk, as a *common carrier* over irregular routes, between points in Baltimore, Md.; *stocks and materials sold as salvage, printed matter, paper, loose leaf binders*, and *electrical equipment*, between Baltimore, Md., and Washington, D.C. Vendee is authorized to operate as a *contract carrier* in Maryland, West Virginia, Pennsylvania, and the District of Columbia. Application has not been filed for temporary authority under section 210a(b).

No. MC–F 7205. Authority sought for purchase by STRICKLAND TRANSPORTATION CO., INC., P.O. Box 5689, 2917 Gulden Lane, Dallas, Tex., of the operating rights and certain property of MICHIGAN TRI-STATE MOTOR EXPRESS, INC., 4601 West 33d Street, Cicero, Ill., and for acquisition by L. R. STRICKLAND, also of Dallas, of control of such rights and property through the purchase. Applicants' attorneys: W. T. Brunson, 508 Leonhardt Building, Oklahoma City 2, Okla., and Franklin R. Overmyer, 111 West Monroe Street, Chicago 3, Ill. Operating rights sought to be transferred: *General commodities*, with certain exceptions including household goods and commodities in bulk, as a *common carrier* over regular routes between Michigan City, Ind., and junction U.S. Highway 20 and U.S. Highway 35, between South Bend, Ind., and South Haven, Mich., between Niles, Mich., and junction U.S. Highway 12 and Michigan Highway 40, between Milwaukee, Wis., and Detroit, Mich., between Chicago, Ill., and South Bend, Ind., and between Detroit, Mich., and junction U.S. Highway 12 and U.S. Highway 112, near Buffalo, Mich., serving certain intermediate and off-route points; several alternate routes for operating convenience only; *iron and steel tractor parts*, except castings or forgings, from Menomonee Falls, Wis., to Milwaukee, Wis., serving no intermediate points; *defective or damaged shipments* of the last above-specified commodities, from Milwaukee, Wis., to Menomonee Falls, Wis., serving no intermediate points; RESTRICTION: Service in connection with the last two above-specified commodities is limited in both directions to the transportation of through shipments moving between Menomonee Falls, on the one hand, and, on the other, Battle Creek, Benton Harbor, Buchanan, and Jackson, Mich., which are points on carrier's presently authorized routes; *steel*, from Milwaukee, Wis., to Menomonee Falls, Wis., serving no intermediate points, restricted to the transportation of through shipments originating at Battle Creek, Buchanan, and Jackson, Mich.; *vinegar*, over irregular routes, from Benton Harbor, Mich., to certain points in Indiana and Illinois; *empty vinegar barrels*, from certain points in

Indiana and Illinois to Benton Harbor, Mich. Vendee is authorized to operate as a *common carrier* in Texas, Arkansas, Tennessee, Louisiana, Mississippi, Missouri, Illinois, Oklahoma, and Indiana. Application has been filed for temporary authority under section 210a(b).

No. MC–F 7206. Authority sought for purchase by SMITH'S TRUCK LINES, R.D. No. 2, P.O. Box 88, Muncy, Pa., of a portion of the operating rights of GEORGE P. COOPER AND HOWARD M. MESHARER, doing business as STATE TRANSFER COMPANY, 473 Horton Street, Wilkes-Barre, Pa., and for acquisition by WALTER F. SMITH and RETA E. M. SMITH, both of Muncy, of control of such rights through the purchase. Applicants' attorney: John M. Musselman, State Street Building, Harrisburg, Pa. Operating rights sought to be transferred: *Machinery*, as a *common carrier* over irregular routes, between points in Pennsylvania on and east of U.S. Highway 15 in the Counties of Tioga, Bradford, Lycoming, Sullivan, Union, Snyder and those in the Counties of Northumberland, Montour, and Columbia located north of the east branch of the Susquehanna River, 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. Vendee is authorized to operate as a *common carrier* in Pennsylvania, Maryland, New Jersey, New York, Maine, New Hampshire, Vermont, Rhode Island, Massachusetts, Indiana, Delaware, Virginia, Ohio, West Virginia, Connecticut, and the District of Columbia. Application has not been filed for temporary authority under section 210a(b).

By the Commission.

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

[F.R. Doc. 59–4423; Filed, May 26, 1959; 8:48 a.m.]

[Notice 86]

MOTOR CARRIER ALTERNATE ROUTE DEVIATION NOTICES

MAY 22, 1959.

The following letter-notices of proposals to operate over deviation routes for operating convenience only with service at intermediate points have been filed with the Interstate Commerce Commission, under the Commission's deviation 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 2202 (Deviation No. 4), ROADWAY EXPRESS INC., 147 Park Street, P.O. Box 471, Akron 9, Ohio, filed May 12, 1959. Carrier proposes to operate as a *common carrier*, by motor vehicle, of *general commodities*, with certain exceptions, over a deviation route, between junction new U.S. Highway 224 and U.S. Highway 21 and junction New U.S. Highway 224 and U.S. Highway 42, approximately one mile south of old U.S. Highway 224, as follows: From junction new U.S. Highway 224 and U.S. Highway 21 over new U.S. Highway 224 to junction U.S. Highway 42 and return over the same route, for operating convenience only, serving no intermediate points. The notice indicates that the carrier is presently authorized to transport the same commodities over the following pertinent routes: from Akron, Ohio over U.S. Highway 224 to junction Ohio Highway 18 near Tiffin, Ohio, thence over Ohio Highway 18 to Defiance, Ohio; and from Cleveland over U.S. Highway 42 to Louisville, Ky., thence over U.S. Highway 31W to Nashville, Tenn., thence over U.S. Highway 70 to Memphis; and return over the same routes.

No. MC 52629 (Deviation No. 3), HUBER & HUBER MOTOR EXPRESS, INC., 970 South 8th Street, Louisville 3, Ky., filed May 18, 1959. Carrier proposes to operate as a *common carrier*, by motor vehicle, of *general commodities*, with certain exceptions, over a deviation route, between Louisville, Ky., and Dalton, Ga., as follows: from Louisville over the Kentucky Turnpike and access routes to Elizabethtown, Ky., thence over U.S. Highway 31W to Nashville, Tenn., thence over U.S. Highway 41 to Dalton and return over the same route, for operating convenience only, serving no intermediate points. The notice indicates that the carrier is presently authorized to transport the same commodities between Louisville and Dalton over the following pertinent route: from Louisville over U.S. Highway 60 to junction Kentucky Highway 151, thence over Kentucky Highway 151 to Alton Station Kentucky, thence over Kentucky Highway 35 to Danville, Ky., thence over U.S. Highway 150 to Mount Vernon, Ky., thence over U.S. Highway 25 to Corbin, Ky., thence over U.S. Highway 25–W to Knoxville, Tenn., thence over U.S. Highway 11 to Cleveland, Tenn., thence over Tennessee Highway 60 to the Tennessee-Georgia State line, thence over Georgia Highway 71 to Dalton.

No. MC 73464 (Deviation No. 1), JACK COLE COMPANY, 1900 Vanderbilt Road, Birmingham, Ala., filed May 4, 1959. Attorney for said carrier, Reuben G. Crimm, 805 Peachtree Street Building, Atlanta 8, Ga. Carrier proposes to operate as a *common carrier*, by motor vehicle of *general commodities*, with certain exceptions, over a deviation route, between Birmingham, Ala., and Selma, Ala., as follows: from Birmingham over U.S. Highway 31 to Jemison, Ala., thence over Alabama Highway 191 to junction Alabama Highway 22, approximately three miles northeast of Maplesville, Ala., thence over Alabama Highway 32 to Selma and return over the same route, for operating convenience only, serving no intermediate points. The notice indicates that the carrier is presently authorized to transport the same commodities between Birmingham and Selma as follows: from Birmingham over Alabama Highway 5 to junction Alabama Highway 14 (formerly Alabama Highway 43) and thence over Alabama Highway 14 to Selma.

No. MC 75320 (Deviation No. 7), CAMPBELL "66" EXPRESS, INC., P.O. Box 390, Springfield, Mo., filed May 14, 1959. Carrier proposes to operate as a *common carrier*, by motor vehicle, of *general commodities*, with certain exceptions, over a deviation route, between Meridian, Miss., and Cochrane, Ala., as follows: from Meridian over U.S. Highway 80 to junction Alabama Highway 17, thence over Alabama Highway 17 to Cochrane and return over the same route, for operating convenience only, serving no intermediate points. The notice indicates that the carrier is presently authorized to transport the same commodities over the following pertinent routes: from Aliceville, Ala., over Alabama Highway 17 via Cochrane to junction Alabama Highway 71 (now Alabama Highway 32), thence over Alabama Highway 71 (now Alabama Highway 32), to the Alabama-Mississippi State line and thence over Mississippi Highway 14 to Macon; from Columbus over U.S. Highway 45 via Meridian, Miss., to Mobile, Ala., and return over the same routes.

No. MC 75320 (Deviation No. 8), CAMPBELL "66" EXPRESS, INC., P.O. Box 390, Springfield, Mo., filed May 14, 1959. Carrier proposes to operate as a *common carrier*, by motor vehicle, of *general commodities*, with certain exceptions, over a deviation route, between Seneca, Mo., and Fort Smith, Ark., as follows: from Seneca over Missouri Highway 43 to junction Missouri Highway 90, thence over Missouri Highway 90 to the Missouri-Arkansas State line, thence over Arkansas Highway 25 to junction U.S. Highway 59, thence over U.S. Highway 59 to junction Arkansas Highway 10, thence over Arkansas Highway 10 to junction Arkansas Highway 82, thence over Arkansas Highway 82 to junction U.S. Highway 64, thence over U.S. Highway 64 to Fort Smith and return over the same route, for operating convenience only, serving no intermediate points. The notice indicates that the carrier is presently authorized to transport the same commodities between Seneca and Fort Smith, as follows: from Seneca over Missouri Highway 43 to Joplin, Mo., thence over U.S. Highway 71 to Fort Smith.

No. MC 116004 (Deviation No. 5), TEXAS-OKLAHOMA EXPRESS, INC., 1005 South Lamar Street, Dallas 2, Tex., filed May 18, 1959. Carrier proposes to operate as a *common carrier*, by motor vehicle, of *general commodities*, with certain exceptions, over a deviation route, between Oklahoma City, Okla., and Kansas City, Mo., as follows: from

Oklahoma City over U.S. Highway 77 to junction U.S. Highway 177, thence over U.S. Highway 177 to junction unnumbered highway at or near Braman, Okla., thence over such unnumbered highway to the Kansas-Oklahoma State line and thence over the Kansas Turnpike and access routes to Kansas City and return over the same route, for operating convenience only, serving no intermediate points. The notice indicates that the carrier is presently authorized to transport the same commodities between Oklahoma City and Kansas City over the following pertinent route: from Oklahoma City over U.S. Highway 66 to El-Reno, Okla., thence over U.S. Highway 81 to South Haven, Kans., thence over U.S. Highway 166 to Arkansas City, Kans., thence over U.S. Highway 77 to Eldorado, Kans., thence over U.S. Highway 54 to junction Kansas Highway 99, thence over Kansas Highway 99 via Tonovay, Kans., to Emporia, Kans., thence over U.S. Highway 50S to Ottawa, Kans., thence over Kansas Highway 68 to junction Kansas Highway 33, thence over Kansas Highway 33 to junction U.S. Highway 50, thence over U.S. Highway 50 to Kansas City.

MOTOR CARRIERS OF PASSENGERS

No. MC 1501 (Deviation No. 26), THE GREYHOUND CORPORATION, 2600 Hamilton Avenue, Cleveland 14, Ohio, filed May 18, 1959. Carrier proposes to operate as a *common carrier*, by motor vehicle of *passengers*, over a deviation route, between Hartford, Conn., and Windsor Locks, Conn., as follows: from the bus terminal in the city of Hartford, over presently authorized routes to junction of Main Street and Veterans Highway and access routes through the town of Windsor and Windsor Locks to junction U.S. Highway 6A at Windsor Locks and return over the same route, for operating convenience only, serving no intermediate points. The notice indicates that the carrier is presently authorized to transport passengers over the following pertinent route: from Springfield, Mass., over Alternate U.S. Highway 5 to Hartford, Conn., and return over the same route.

No. MC 1504 (Deviation No. 5), ATLANTIC GREYHOUND CORPORATION, Box 2553, Charleston 29, W. Va., filed May 14, 1959. Carrier proposes to operate as a *common carrier*, by motor vehicle, of *passengers*, over a deviation route, between Duluth, Ga., and Atlanta, Ga., as follows: from Duluth over the newly constructed expressway and access routes to Atlanta and return over the same route, for operating convenience only, serving no intermediate points. The notice indicates that the carrier is presently authorized to transport passengers between Duluth and Atlanta over U.S. Highway 23.

No. MC 45626 (Deviation No. 1), VERMONT TRANSIT CO., INC., 135 St. Paul Street, Burlington, Vt., filed May 14, 1959. Carrier proposes to operate as a *common carrier* by motor vehicle of *passengers*, over a deviation route, between Nashua, N.H., and Concord, N.H., as follows: from Nashua over the Everett Highway and access routes to Concord and return over the same route, for operating convenience only, serving no intermediate points. The notice indicates that the carrier is presently authorized to transport passengers between Nashua and Concord over U.S. Highway 3.

By the Commission.

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

[F.R. Doc. 59-4419; Filed, May 26, 1959; 8:47 a.m.]

[Notice 9]

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

MAY 22, 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 § 1.243 [Special Rule] published in the FEDERAL REGISTER issue of January 8, 1959, page 205, which provides, 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).

These notices reflect the operations described in the applications as filed on or before the statutory date of December 10, 1958.

No. MC 100463 (Sub No. 18), filed December 10, 1958. Applicant: SMITH TRANSPORT (U.S.) LIMITED, a corporation, 150 Commissioners Street, Toronto, Ontario, Canada. Applicant's representative: Bert Collins, 140 Cedar Street, New York 6, N.Y. 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* and *frozen vegetables*, from points in New York and New Jersey, to Ports of Entry in New York on the boundary between the United States and Canada.

No. MC 117799 (Sub No. 1) filed December 10, 1958. Applicant: JOE ROBINSON, U.S. Highway 71 South, Springdale, Ark. Applicant's attorney: Robert R. Hendon, Investment Building, Washington 5, D.C. 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, berries*, and *vegetables*, from Sacramento, Watsonville, Atascadero and Sanger, Calif., Waseca, Minn., Springdale, Ark., Zillah and Prosser, Wash., Coloma, Muskegon, and Port Sanilac, Mich., Burley, Idaho, and Stillwater, Okla., to Chicago, Ill., Ft. Wayne, Ind., Minneapolis, Minn., Liberal, Wichita and Topeka, Kans., St. Louis, Mo., San Antonio, El Paso, Fort Worth, Longview, Dallas, and Houston, Tex., New Orleans, La., Birmingham, Ala., and points in Arizona.

By the Commission.

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

[F.R. Doc. 59-4421; Filed, May 26, 1959; 8:48 a.m.]

[Notice 127]

MOTOR CARRIER TRANSFER PROCEEDINGS

MAY 22, 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 61803. By order of May 18, 1959, the Transfer Board approved the transfer to Kingsland Trucking, Inc., Long Island City, N.Y., of Certificate No. MC 38919, issued June 17, 1949, to Dominick Critelli and Anthony Critelli, doing business as Kingsland Express & Trucking Company, Long Island City, N.Y., authorizing the transportation of: Paint mixing and manufacturing machinery, between New York, N.Y., on the one hand, and, on the other, Newark, Paterson, Hackensack, and Orange, N.J.; institutional and laboratory equipment, between points in New York and New Jersey within 20 miles of the City Hall, New York, N.Y.; and general commodities excluding household goods commodities in bulk, and other specified commodities, between points in the New York, N.Y., Commercial Zone. Emil P. Grossi, 44 Court Street, Brooklyn 1, New York, for applicants.

No. MC-FC 61843. By order of May 18, 1959, the Transfer Board approved the transfer to W. B. Hill, Inc., 24 Lyndale Street, Springfield, Mass., of certificate No. MC 79371, issued August 23, 1956, to Bertha R. Hill, doing business as W. B. Hill, 24 Lyndale Street, Springfield, Mass., authorizing the transportation of: Machinery, and road building materials and supplies, from Springfield, Mass., and points in Massachusetts within 15

miles of Springfield, to points in Litchfield, Hartford, and Tolland Counties, Conn.; and brick, between Springfield, Mass., and points in Massachusetts within 15 miles of Springfield, on the one hand, and, on the other, points in Hartford County, Conn.

No. MC–FC 61987. By order of May 18, 1959, the Transfer Board approved the transfer to M. Cooper, doing business as Halfway Garage & Stages, Halfway, Oreg., or Certificate No. MC 52322, issued August 21, 1957, to M. Cooper and J. F. McDowell, doing business as Halfway Garage & Stages, Halfway, Oreg., authorizing the transportation of: General commodities, excluding household goods, and other specified commodities, between Baker, Oreg., and Halfway, Oreg., serving the intermediate point of Richland, Oreg., between Robinette, Oreg., and Cornucopia, Oreg., serving the intermediate point of Halfway, Oreg., and the off-route point of Homestead, Oreg., and between Robinette, Oreg., and the Hells Canyon Dam Site, serving all intermediate points, and the off-route points within five miles each of the Brownlee Dam Site, the Ox Bow Dam Site, and the Hells Canyon Dam Site.; and wool, livestock, and mining machinery and supplies, between points in Baker County, Oreg., on the one hand, and, on the other, Baker and Robinette, Oreg.

No. MC–FC 62065. By order of May 19, 1959, the Transfer Board approved the transfer to James Leonard Bowman, doing business as James L. Bowman, Stephens City, Va., of certificate in No. MC 38079, issued May 28, 1941, to F. P. Nelson, Stephens City, Va., authorizing the transportation of: *Apples*, from Winchester, Va., to Washington, D.C., and Baltimore, Md., and *Beer* from Baltimore and Cumberland, Md., to Winchester, Va. Eston H. Alt, P.O. Box 81, Winchester, Va., for applicants.

No. MC–FC 62110. By order of May 18, 1959, the Transfer Board approved the transfer to C. A. Posey, doing business as Pat Motor Freight, Memphis, Tenn., of a portion of the certificate in No. MC 59613 issued May 6, 1947, to The Inter City Trucking Company, a corporation, Johnson City, Tenn. The portion so transferred authorizes the transportation of General commodities, including household goods, and with the usual exceptions including commodities in bulk, between Memphis, Tenn., and Jonesboro, Ark., and between Memphis, Tenn., and Blytheville, Ark., and also between various points in Arkansas. Edward G. Grogan, 1500 Commerce Title Building, Memphis, Tenn. James H. Epps, Jr., Thad A. Cox Building, Johnson City, Tenn., for applicants.

No. MC–FC 62191. By order of May 18, 1959, the Transfer Board approved the transfer to Thomas R. Travers, doing business as Western Van & Storage Company, 1511 Shattuck Avenue, Berkeley, Calif., of the operating rights in Certificate No. MC 25828, issued August 15, 1950, to Thurston Hawks and Irene Hawks, a Partnership, doing business as Western Van & Storage Company, Berkeley, California, authorizing the transportation of household goods, over irregular routes, between points in Berkeley, Oakland, and Albany, Calif., and between points in Berkeley, Oakland, and Albany, Calif., on the one hand, and, on the other, Alameda, Emeryville, and Piedmont, Calif.

No. MC–FC 62208. By order of May 18, 1959, the Transfer Board approved the transfer to Dudley Harper, doing business as Harper Truck Service, Paducah, Kentucky, of a certificate in No. MC 36760, issued December 31, 1952, to Raymond Jeter, Bardwell, Kentucky, authorizing the transportation of specified commodities, over regular and irregular routes, from, to, and between specified points in Illinois, Kentucky, and Missouri. Herbert S. Melton, Jr., Williams Building, Broadway at 17th, Paducah, Kentucky.

No. MC–FC 62226. By order of May 18, 1959, the Transfer Board approved the transfer to August Apel, Jr., Inc., North Bergen, New Jersey, of a Certificate in No. MC 11679, issued June 25, 1954, to August Apel, Jr., North Bergen, New Jersey, authorizing the transportation of building materials, over irregular routes, between North Bergen, N.J., on the one hand, and, on the other, Otisville, Haverstraw, and Catskill, N.Y., and points in Pennsylvania. Bernard F. Flynn, Jr., 1060 Broad Street, Newark 2, New Jersey.

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

[F.R. Doc. 59–4422; Filed, May 26, 1959; 8:48 a.m.]

FOURTH SECTION APPLICATIONS FOR RELIEF

MAY 22, 1959.

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

LONG-AND-SHORT HAUL

FSA No. 35444: *Tin or terne plate—Fairfield, Ala., and St. Louis group, to Texas.* Filed by Southwestern Freight Bureau, Agent (No. B–7553), for interested rail carriers. Rates on tin or terne plate, carloads from Fairfield, Ala., East St. Louis, Ill., and St. Louis, Mo., to Texas ports of Beaumont, Houston, Port Arthur, and West Port Arthur, and inland points of Arlington, Farmer's Branch, and Dallas, Tex.

Grounds for relief: Barge competition to the Texas ports, and commercial competition with the Texas ports at the inland points.

Tariff: Supplement 50 to Southwestern Freight Bureau Tariff I.C.C. 4308.

FSA No. 35445: *Empty returned peach crates from, and to points in southern territory.* Filed by O. W. South, Jr., Agent, (SFA No. A3803), for interested rail carriers. Rates on containers, empty used in the transportation of peaches, viz.: open-top returnable peach crates, carloads from points in southern territory, Ohio and Mississippi River crossings and points in Virginia, and Washington, D.C., to points in southern territory (peach shipping points).

Grounds for relief: Short-line distance formula, grouping and operation through intermediate points in higher-rated territories.

Tariff: Supplement 26 to Southern Freight Tariff Bureau tariff I.C.C. S–34.

FSA No. 35446: *Fresh peaches and empty returned peach crates from points in southern territory to official territory.* Filed by O. W. South, Jr., Agent (SFA No. A3804), for interested rail carriers. Rates on fresh peaches, carloads (northbound), and empty returned peach crates, carloads (southbound) from Southern peach shipping points as described in the application to destinations in central and Illinois territories, and empty peach crates returned in reverse direction to peach shipping points.

Grounds for relief: Short-line distance formula, grouping, and operation through intermediate points in higher-rated territories.

Tariffs: Supplement 73 to Southern Freight Tariff Bureau tariff I.C.C. 1277 and two other schedules.

FSA No. 35447: *Soda ash-Solvay and Syracuse, N.Y., to Grasselli, N.J.* Filed by O. E. Schultz, Agent (ER No. 2496), for interested rail carriers. Rates on soda ash, in bulk, carloads from Solvay and Syracuse, N.Y., to Grasselli, N.J.

Grounds for relief: Competition of water carriers by barge.

Tariff: Supplement 4 to The Delaware, Lackawanna and Western Railroad Company's tariff I.C.C. 24660.

FSA No. 35448: *Lime from and to points in the south.* Filed by O. W. South, Jr., Agent (SFA No. A3806), for interested rail carriers. Rates on lime, common, hydrated, quick or slack, as more fully described in the application, carloads from southern producing points, including Ohio and Mississippi River crossings, and specified points in Missouri, Maryland, Virginia, and West Virginia, to points in southern territory.

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

Tariff: Supplement 112 to Southern Freight Tariff Bureau tariff I.C.C. 1345.

FSA No. 35449: *Brick—Denver and Pueblo, Colo., to the Dakotas.* Filed by Western Trunk Line Committee, Agent (No. A–2063), for interested rail carriers. Rates on brick, building or facing, and tile, clay hollow building, carloads from Denver and Pueblo, Colo., to specified points in North Dakota and South Dakota.

Grounds for relief: Short-line distance formula.

Tariff: Supplement 25 to Western Trunk Lines tariff I.C.C. A–4221.

By the Commission.

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

[F.R. Doc. 59–4418; Filed, May 26, 1959; 8:47 a.m.]

DEPARTMENT OF JUSTICE

Office of Alien Property

RAPHEL JOSEPH FRIJDA AND MATHILDE BALOG-FRIJDA

Notice of Intention To Return Vested Property

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

Claimant, Claim No., Property, and Location

Mr. Raphel Joseph Frijda, 11 Archbold Road, Roseville, Sydney, Australia; $422.59 in the Treasury of the United States.

Mrs. Mathilde Balog-Frijda, 224 Old South Head Road, Vaucluse, Sydney, Australia; $211.30 in the Treasury of the United States.

Claim No. 62080. Vesting Order No. 17913.

Executed at Washington, D.C., May 20, 1959.

For the Attorney General.

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

[F.R. Doc. 59-4424; Filed, May 26, 1959; 8:48 a.m.]

DAGMAR NAEBOE

Notice of Intention To Return Vested Property

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

Claimant, Claim No., and Property

Dagmar Naeboe, Helsingfors, Finland; Claim No. 63735; $1,742.55 in the Treasury of the United States. $500.00 principal amount of Federal Republic of Germany Conversion and Funding issue of 1953, 10-year 3% Dollar Bonds of 1936, due January 1, 1963, Bond No. 1351; and $4,900.00 principal amount of United Steel Works Corporation of Germany Liquidation Participation Certificates dated January 1, 1953, Certificate Nos. 15586/90 at $1,000.00 each; and $62.12 principal amount of Scrip for Participation Certificates of United Steel Works Corporation, Certificate No. 002344, presently in the custody of the Safekeeping Department of the Federal Reserve Bank of New York, New York. Vesting Order No. 13880.

Executed at Washington, D.C., on May 20, 1959.

For the Attorney General.

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

[F.R. Doc. 59-4425; Filed, May 26, 1959; 8:48 a.m.]

PIER LUIGI ROSSI AND RENZO ROSSI

Notice of Intention To Return Vested Property

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

Claimant, Claim No., Property, and Location

Pier Luigi Rossi and Renzo Rossi, Rome, Italy; Claim No. 3347; $3,913.75 in the Treasury of the United States, one-half thereof to each claimant. Vesting Order No. 2733.

Executed at Washington, D.C., on May 20, 1959.

For the Attorney General.

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

[F.R. Doc. 59-4426; Filed, May 26, 1959; 8:48 a.m.]

ANGELO DE YESO ET AL.

Notice of Intention To Return Vested Property

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

Claimant, Claim No., Property, and Location

Angelo De Yeso; $84.28 in the Treasury of the United States. Giovanna De Yeso; $84.28 in the Treasury of the United States. Laurenza De Yeso; $84.28 in the Treasury of the United States. Luigi De Yeso; $84.27 in the Treasury of the United States. Raffaella De Yeso; $84.27 in the Treasury of the United States. All at Ariano Irpino, Avellino, Italy.

Claims No. 42956 and 45645. Vesting Order No. 2657.

Executed at Washington, D.C., on May 20, 1959.

For the Attorney General.

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

[F.R. Doc. 59-4427; Filed, May 26, 1959; 8:48 a.m.]

DEPARTMENT OF LABOR

Wage and Hour Division

LEARNER EMPLOYMENT CERTIFICATES

Issuance to Various Industries

Notice is hereby given that pursuant to section 14 of the Fair Labor Standards Act of 1938 (52 Stat. 1060, as amended, 29 U.S.C. 201 et seq.), the regulations on employment of learners (29 CFR Part 522), Administrative Order No. 485 (23 F.R. 200) and Administrative Order No. 507 (23 F.R. 2720), the firms listed in this notice have been issued special certificates authorizing the employment of learners at hourly wage rates lower than the minimum wage rates otherwise applicable under section 6 of the Act. The effective and expiration dates, occupations, wage rates, number or proportion of learners, learning periods, and the principal product manufactured by the employer for certificates issued under general learner regulations (§§ 522.1 to 522.11) are as indicated below. Conditions provided in certificates issued under special industry regulations are as established in these regulations.

Apparel Industry Learner Regulations (29 CFR 522.1 to 522.11, as amended, and 29 CFR 522.20 to 522.24, as amended).

The following learner certificates were issued authorizing the employment of 10 percent of the total number of factory production workers for normal labor turnover purposes. The effective and expiration dates are indicated.

Walter E. Allen Co., 122 Southeast Seventh Street, Okemah, Okla.; effective 5-7-59 to 5-6-60 (utility trousers).

Bamberg Manufacturing Co., Bamberg, S.C.; effective 5-6-59 to 5-5-60 (ladies' robes).

Bellaire Garment Co., Bellaire, Ohio; effective 5-11-59 to 5-10-60. Learners may not be engaged at special minimum wage rates in the production of separate skirts and/or lined jackets (dresses, women's sportswear).

Daut Manufacturing Co., Red Hill, Pa.; effective 5-6-59 to 5-5-60 (children's dresses).

Georgia Slacks Co., Lawrenceville, Ga.; effective 5-6-59 to 5-5-60 (men's and boys' pants).

Kentucky Pants Co., 117 North Race Street, Glasgow, Ky.; effective 5-16-59 to 5-15-60 (work pants).

Lexandra Manufacturing Co., Alexandria, Tenn.; effective 5-8-59 to 5-7-60 (men's and boys' sport shirts).

Loma Manufacturing Co., Inc., 101 South Main Street, Winchester, Ky.; effective 5-7-59 to 5-6-60 (ladies' dresses and blouses; children's uniforms).

Lyons Manufacturing Co., Inc., Lyons, Ga.; effective 5-15-59 to 5-14-60 (men's and boys' shirts).

Monticello Manufacturing Co., Inc., Monticello, Ky.; effective 5-8-59 to 5-7-60 (men's sport shirts).

Oberman Manufacturing Co., Valdosta, Ga.; effective 5-27-59 to 5-26-60 (women's and misses' dungarees).

J. Olsher & Co., 1100 South Fourth Street, Clinton, Ind.; effective 5-4-59 to 5-3-60 (boys' single pants and jackets).

Pikeville Sportswear Co., Pikeville, Tenn.; effective 5-21-59 to 5-20-60 (men's and boys' sport shirts).

Boris Smoler & Sons, Inc., 600-620 Crawford Avenue, Elkhart, Ind.; effective 5-7-59 to 5-6-60 (dresses).

The following learner certificates were issued for normal labor turnover purposes. The effective and expiration dates and the number of learners authorized are indicated.

Irene Classics Co., Inc., Nicholson, Pa.; effective 5-18-59 to 5-17-60; 10 learners (ladies' blouses).

Mode O'Day Corp., Plant No. 9, 419 East South Street, Hastings, Nebr.; effective 5-7-59 to 5-6-60; 10 learners. Learners may not be employed at special minimum wage rates

in the production of separate skirts (ladies' blouses).

The Roswell Co., Alpharetta Division, Alpharetta, Ga.; effective 5-19-59 to 5-18-60; 10 learners (men's work trousers).

Southland Manufacturing Co., Inc., 741 Florida Avenue, Jacksonville, Fla.; effective 5-12-59 to 5-11-60; six learners (men's and boys' work shirts and pants).

Woods Manufacturing Co., 202 Carrison Avenue, Fort Smith, Ark.; effective 5-7-59 to 5-6-60; 10 learners (men's and boys' trousers).

The following learner certificates were issued for plant expansion purposes. The effective and expiration dates and the number of learners authorized are indicated.

Walter E. Allen Co., 122 Southeast Seventh Street, Okemah, Okla.; effective 5-7-59 to 11-6-59; 25 learners (utility trousers).

Metro Pants Co., Bridgewater, Va.; effective 5-5-59 to 11-4-59; 100 learners (boys' and junior pants).

Mode O'Day Corp., 607 Main Street, Osawatomie, Kans.; effective 5-13-59 to 11-12-59; 10 learners (ladies' blouses).

Troutman Shirt Co., Inc., Mooresville, N.C.; effective 5-11-59 to 11-10-59; 30 learners (work shirts and pants).

Hoisery Industry Learner Regulations (29 CFR 522.1 to 522.11, as amended, and 29 CFR 522.40 to 522.44, as amended).

Caswell Seamless Hosiery Mill, Yanceyville, N.C.; effective 5-8-59 to 11-7-59; nine learners for plant expansion purposes (seamless).

Renfro Hosiery Mills Co., 304 Willow Street, Mount Airy, N.C.; effective 5-12-59 to 5-11-60; five percent of the total number of factory production workers for normal labor turnover purposes (seamless).

Knitted Wear Industry Learner Regulations (29 CFR 522.1 to 522.11, as amended, and 29 CFR 522.30 to 522.35, as amended).

Chadbourn Textiles, Inc., Chadbourn, N.C.; effective 5-5-59 to 11-4-59; 30 learners for plant expansion purposes (knitted underwear and outerwear).

Emkay Manufacturing Co., 205 West Sixth Street, West Wyoming, Pa.; effective 5-9-59 to 5-8-60; five percent of the total number of factory production workers for normal labor turnover purposes (girdles and bras, swim suits).

Movie Star of Purvis, Purvis, Miss.; effective 5-9-59 to 5-8-60; five percent of the total number of factory production workers for normal labor turnover purposes (ladies' slips, petticoats and bouffants).

Waco Sportswear, Inc., Kings Mountain, N.C.; effective 5-7-59 to 5-6-60; two learners for normal labor turnover purposes (ladies' sweaters).

Regulations Applicable to the Employment of Learners (29 CFR 522.1 to 522.11, as amended).

Grant County Manufacturing Co., Williamstown, Ky.; effective 5-20-59 to 11-19-59; 10 learners for normal labor turnover purposes engaged in the hand sewing of compressed core balls only, for a learning period of 400 hours at the rates of at least 85 cents an hour for the first 160 hours and not less than 90 cents an hour for the remaining 240 hours (baseballs and softballs).

The following learner certificates were issued in Puerto Rico to the companies hereinafter named. The effective and expiration dates, learner rates, occupations, learning periods, and the number or proportion of learners authorized to be employed, are as indicated.

Beatrice Needle Craft, Inc., Malecon Road Plant, Mayaguez, P.R.; effective 4-23-59 to 10-22-59; 19 learners for plant expansion purposes in the occupation of sewing machine operators for a learning period of 480 hours at the rates of 60 cents an hour for the first 320 hours and 70 cents an hour for the remaining 160 hours (brassieres).

Caribe General Electric, Inc., Palmer, P.R.; effective 4-8-59 to 4-7-60; 30 learners for normal labor turnover purposes in the occupations of: (1) welders, power press operators, calibrators, molders, each for a learning period of 480 hours at the rates of 80 cents an hour for the first 240 hours and 90 cents an hour for the remaining 240 hours; (2) assemblers, inspectors, plastic finishers, platers, stampers, drillers, each for a learning period of 240 hours at the rate of 80 cents an hour; (3) grinders, for a learning period of 160 hours at the rate of 80 cents an hour (electrical products).

Comel Caribe Corp., Bayamon, P.R.; effective 4-23-59 to 10-22-59; 20 learners for plant expansion purposes in the occupation of assemblers for a learning period of 480 hours at the rates of 80 cents an hour for the first 240 hours and 90 cents an hour for the remaining 240 hours (circuit breakers and resistors).

General Electric Instrument Corp., Caguas, P.R.; effective 4-22-59 to 10-21-59; 35 learners for plant expansion purposes in the occupations of subassembly and final assembly of: small panel instruments, exposure meters and small portable instruments, each for a learning period of 480 hours at the rates of 80 cents an hour for the first 240 hours and 90 cents an hour for the remaining 240 hours (electric instruments).

General Electric Instrument Corp., Caguas, P.R.; effective 4-22-59 to 4-21-60; 16 learners for normal labor turnover purposes in the occupations of subassembly and final assembly of: small panel instruments, exposure meters and small portable instruments, each for a learning period of 480 hours at the rates of 80 cents an hour for the first 240 hours and 90 cents an hour for the remaining 240 hours (electric instruments).

Island Industries, Inc., Catano, P.R.; effective 4-18-59 to 4-17-60; 20 learners for normal labor turnover purposes in the occupation of looping, sewing, each for a learning period of 480 hours at the rates of 60 cents an hour for the first 320 hours and 70 cents an hour for the remaining 160 hours (seamless, full-fashioned girdles).

Makress, Inc., 908 Miraflores Street, Santurce, P.R.; effective 4-27-59 to 4-26-60; 10 learners for normal labor turnover purposes in the occupations of: (1) sewing machine operators: single needle, double needle, zigzag, feather stitch, each for a learning period of 480 hours at the rates of 60 cents an hour for the first 320 hours and 70 cents an hour for the remaining 160 hours; (2) final inspection of fully assembled garment for a learning period of 160 hours at the rate of 60 cents an hour (girdles, corsets and allied products).

Marita Mills, Inc., Bayamon, P.R.; effective 4-24-59 to 4-23-60; 10 learners for normal labor turnover purposes in the occupations of: (1) knitting, topping, looping, each for a learning period of 480 hours at the rates of 72 cents an hour for the first 240 hours and 84 cents an hour for the remaining 240 hours; (2) machine stitching, hand sewing, pressing, each for a learning period of 320 hours at the rates of 72 cents for the first 160 hours and 84 cents an hour for the remaining 160 hours; (3) winding for a learning period of 240 hours at the rate of 72 cents an hour (sweaters).

Rio Manufacturing Corp., State Road 838, Box 23-K, Rio Piedras, P.R.; effective 5-1-59 to 4-30-60; 5 learners for normal labor turnover purposes in the occupations of grinders, crimpers, spot welders, silver welders, punch press operators, each for a learning period of 480 hours at the rates of 75 cents an hour for the first 240 hours and 88 cents an hour for the remaining 240 hours (fishing tackle hardware).

Each learner certificate has been issued upon the representations of the employer which, among other things, were that employment of learners at subminimum rates is necessary in order to prevent curtailment of opportunities for employment, and that experienced workers for the learner occupations are not available. The certificates may be annulled or withdrawn, as indicated therein, in the manner provided in Part 528 of Title 29 of the Code of Federal Regulations. Any person aggrieved by the issuance of any of these certificates may seek a review or reconsideration thereof within fifteen days after publication of this notice in the FEDERAL REGISTER, pursuant to the provisions of 29 CFR 522.9.

Notice is hereby given that pursuant to section 14 of the Fair Labor Standards Act of 1938 (52 Stat. 1060, as amended, 29 U.S.C. 201 et seq.), and Part 527 of the regulations issued thereunder (29 CFR Part 527) a special certificate authorizing the employment of student-workers at hourly wage rates lower than the minimum wage rates applicable under section 6 of the Act has been issued to the firm listed below. Effective and expiration dates, occupations, and learning periods for the certificate issued under Part 527 is as indicated below.

Regulations Applicable to the Employment of Student-Workers (29 CFR 527.1 to 527.9).

Grand Ledge Academy, Grand Ledge, Mich.; effective 5-11-59 to 8-31-59; authorizing the employment of 12 student-workers in the craft shop (lighted picture frames) industry in the occupations of woodworking machines operating, metal bending, drilling, electric wiring, assembling parts in picture frame including related skilled and semiskilled occupations, each for a learning period of 400 hours at the rates of 85 cents an hour for the first 200 hours and 90 cents an hour for the remaining 200 hours.

The student-worker certificate was issued upon the applicant's representations and supporting material fulfilling the statutory requirements for the issuance of such certificates, as interpreted and applied by Part 527.

Signed at Washington, D.C., this 12th day of May 1959.

MILTON BROOKE,
Authorized Representative of the Administrator.

[F.R. Doc. 59-4386; Filed, May 25, 1959; 8:47 a.m.]

CUMULATIVE CODIFICATION GUIDE—MAY

A numerical list of the parts of the Code of Federal Regulations affected by documents published to date during May. Proposed rules, as opposed to final actions, are identified as such.

3 CFR

Page

Proclamations:
Feb 9, 1914 4039
1675 4191
2165 4191
2311 4191
3279 3527
3290 3527
3291 3811
3292 4123
3293 4191
3294 4191
3295 4199
Executive orders:
4203 4053
8673 4191
10168 4123
10477 4159
10480 3779
10495 4045
10501 3777
10574 3779
10575 4159
10610 4159
10625 4159
10663 4159
10669 4045
10742 4159
10813 3465
10814 3474
10815 3474
10816 3777
10817 3779
10818 3779
10819 3779
10820 4045
10821 4123
10822 4159
Presidential documents other than proclamations and Executive orders:
Memorandum, May 7, 1959 3777

5 CFR

6 3559, 3692, 3719, 4125, 4165
20 3780
26 3780
325 3475, 4047

6 CFR

10 3559, 3811
301 3969, 4199
331 3475
421 3813, 3845, 4017, 4125, 4128, 4199, 4235
427 3475, 3482
438 3559
443 3562, 4048
482 3687
485 4022

7 CFR

29 3978
52 3782, 3984, 3986
106 3692
201 3951
301 3529, 3955
319 4023, 4132
362 4097
401 3845, 3847, 3848
718 4223
720 4233
722 3814, 4234
728 3747, 3986, 4023, 4132, 4207
730 3747, 4207
861 3488

7 CFR—Continued

Page

876 3490
911 3564
922 3530, 3565, 3623, 3750, 3986, 4161
933 3750
936 4099, 4162, 4163
937 4207–4209
943 3719
953 3530, 3751, 3785, 3789, 3955, 3987, 4023, 4164
955 3491
962 3565
968 3566
969 4050
1001 3573
1021 4132, 4134
1067 4134
1069 3574
Proposed rules:
28 4147
51 3731, 3761–3763, 3887, 3993, 4148, 4149
52 3887, 3993, 3996, 3998
68 4031
301 4184
319 3799
362 4059
813 3799
902 3630, 3958
904 3535
913 3764
925 3608
927 3608, 3958
934 3535
937 4263
942 3697
947 4000
962 3889
990 3611
997 4169
1000 4032
1021 3536
1023 4150

8 CFR

103 3789
212 3790
213 3790
214 3790
231 3790
245 3491
251 3790
252 3790
299 3791

9 CFR

24 4024
78 3972
94 3817
203 4210
Proposed rules:
27 3735

10 CFR

2 3791
60 3955, 4235
Proposed rules:
1—140 4184
20 3537
140 3508

12 CFR

215 4139
220 3866
221 3867
563 3753

13 CFR

Page

121 3491

14 CFR

1—199 3574
60 3956
200—399 3574
233 3869
241 3869, 4100
249 3531
400—635 3574
409 3498, 3972
507 3574, 3754, 4025
600 3870, 3871, 3972
601 3872, 3874, 3973
602 3875
608 3875, 3876
609 3974, 4203
610 3500, 4051
1200—1299 3574
1201 3574
Proposed rules:
60 3959
514 3699, 3700, 3882

15 CFR

368 3987
370 3752
371 3987
382 4025
385 3987
399 3752

16 CFR

13 3531, 3579, 3580, 3625, 3877, 4027–4029, 4051, 4102, 4103, 4210–4212, 4235
46 4135

17 CFR

Proposed rules:
230 3514, 3766
231—239 3766

18 CFR

Proposed rules:
101 3905

19 CFR

3 3756
5 3532
10 3956
16 3817
18 3532
Proposed rules:
11 3513
31 3535

21 CFR

3 3756
9 3818, 3851
19 3865
27 3757, 3819
120 4165
146a 3757, 4165
146c 3757
Proposed rules:
9 4264
19 3735, 3826
51 4059
120 3766, 3959
121 3827

22 CFR

63 3877
121 3721
123 3722, 4166