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OF THE UNITED STATES

# FEDERAL REGISTER

1934

VOLUME 25 NUMBER 107

Washington, Thursday, June 2, 1960

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### CFR SUPPLEMENTS

(As of January 1, 1960)

The following Supplements are now available:

Title 7, Part 960 to End.....	\$2.50
Title 14, Parts 1-39.....	\$0.65
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Previously announced: Title 3 (\$0.60); Titles 4-5 (\$1.00); Title 7, Parts 1-50 (\$0.45); Parts 51-52 (\$0.45); Parts 53-209 (\$0.40); Parts 210-399, Revised (\$4.00); Parts 900-959 (\$1.50); Title 8 (\$0.40); Title 9 (\$0.35); Titles 10-13 (\$0.50); Title 18 (\$0.55); Title 19 (\$1.00); Title 20 (\$1.25); Title 21 (\$1.50); Titles 22-23 (\$0.45); Title 24 (\$0.45); Title 25 (\$0.45); Title 26 (1939), Parts 1-79 (\$0.40); Parts 80-169 (\$0.35); Parts 170-182 (\$0.35); Parts 300 to End (\$0.40); Title 26, Part 1 (§§ 1.01-1.499) (\$1.75); Parts 1 (§ 1.500 to End)-19 (\$2.25); Parts 20-169 (\$1.75); Parts 170-221 (\$2.25); Part 300 to End (\$1.25); Titles 28-29 (\$1.75); Titles 30-31 (\$0.50); Title 32, Parts 1-399 (\$2.00); Parts 400-699 (\$2.00); Parts 700-799 (\$1.00); Parts 800-999, Revised (\$3.75); Part 1100 to End (\$0.60); Title 33 (\$1.75); Title 35, Revised (\$3.50); Title 36, Revised (\$3.00); Title 37, Revised (\$3.50); Title 38 (\$1.00); Title 39 (\$1.50); Title 42, Revised (\$4.00); Title 43 (\$1.00); Title 46, Parts 1-145 (\$1.00); Parts 146-149, Revised (\$6.00); Part 150 to End (\$0.65); Title 47, Parts 1-29 (\$1.00); Part 30 to End (\$0.30); Title 49, Parts 1-70 (\$1.75); Parts 71-90 (\$1.00); Parts 91-164 (\$0.45); Part 165 to End (\$1.00); Title 50 (\$0.70).

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# Rules and Regulations

## Title 5—ADMINISTRATIVE PERSONNEL

### Chapter I—Civil Service Commission

#### PART 6—EXCEPTIONS FROM THE COMPETITIVE SERVICE

##### Housing and Home Finance Agency

Effective upon publication in the FEDERAL REGISTER, subparagraph (25) is added to § 6.342(a) as set out below.

##### § 6.342 Housing and Home Finance Agency.

\* \* \* \* \*

(a) Office of the Administrator. \* \* \* (25) Director, Division of Housing for the Elderly.

(R.S. 1753, sec. 2, 22 Stat. 403, as amended; 5 U.S.C. 631, 633)

UNITED STATES CIVIL SERVICE COMMISSION,

[SEAL] MARY V. WENZEL,  
Executive Assistant.

[F.R. Doc. 60-4963; Filed, June 1, 1960; 8:51 a.m.]

## Title 7—AGRICULTURE

### Chapter I—Agricultural Marketing Service (Standards, Inspections, Marketing Practices), Department of Agriculture

#### PART 46—REGULATIONS (OTHER THAN RULES OF PRACTICE) UNDER THE PERISHABLE AGRICULTURAL COMMODITIES ACT, 1930

On November 10, 1959, a notice of proposed rule making was published in the FEDERAL REGISTER (24 F.R. 9147) regarding a proposed revision of regulations, other than rules of practice, (7 CFR 46.1-46.40) effective under the Perishable Agricultural Commodities Act, 1930 (46 Stat. 531, et seq., as amended; 7 U.S.C. 499a et seq.).

After consideration of all relevant matters presented, including the proposal set forth in the aforesaid notice, the following regulations are hereby promulgated pursuant to the authority contained in section 15, 46 Stat. 537, as amended; 7 U.S.C. 4990:

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AUTHORITY: §§ 46.1 to 46.41 issued under sec. 15, 46 Stat. 537; 7 U.S.C. 4990.

## DEFINITIONS

### § 46.1 Words in singular form.

Words in this part in the singular form shall be deemed to import the plural, and vice versa, as the case may demand.

### § 46.2 Definitions.

The terms defined in section 1 of the act shall have the same meaning as stated therein. Unless otherwise defined, the following terms whether used in the regulations, in the act, or in the trade shall be construed as follows:

(a) "Act" means the Perishable Agricultural Commodities Act, 1930, approved June 10, 1930, and legislation supplementary thereto and amendatory thereof (46 Stat. 531; 7 U.S.C. 499a-499r);

CROSS REFERENCE: For rules of practice under the act, see Part 47 of this chapter.

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

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

(d) "Service" means the Agricultural Marketing Service, United States Department of Agriculture.

(e) "Deputy Administrator" means the Deputy Administrator for Marketing Services of the Agricultural Marketing Service, or any officer or employee of the Service, to whom authority has heretofore lawfully been delegated, or to whom authority may hereafter lawfully be delegated, to act in his stead.

(f) "Division" means the Fruit and Vegetable Division of the Service.

(g) "Director" means the Director of the Division or any officer or employee of the Division to whom authority has heretofore lawfully been delegated, or to whom authority may hereafter lawfully be delegated, by the Director to act in his stead.

(h) "In commerce" means interstate or foreign commerce as defined in section 1 (3) and (8) of the act.

(i) "Person" means any individual, partnership, corporation, association, or separate legal entity.

(j) "Firm" means any person engaged in business as a commission merchant, dealer, or broker.

(k) "Licensee" means any firm who holds an unrevoked and valid unsuspended license issued under the act.

(l) "Dealer" means any person engaged in business as a dealer as defined in section 1(6) of the act.

(m) "Broker" means any person engaged in the business of negotiating sales and purchases of produce in commerce for or on behalf of the vendor or the purchaser, respectively.

(n) "Shipper" means any person operating at shipping point who is engaged

in the business of purchasing produce from growers or others and distributing such produce in commerce by resale or other methods, or who handles such produce on joint account with others.

(o) "Grower" means any person who raises produce for marketing.

(p) "Growers' agent" means any person operating at shipping point who sells or distributes produce in commerce for or on behalf of growers or others and whose operations may include the planting, harvesting, grading, packing, and furnishing containers, supplies, or other services.

(q) "Receiving market commission merchant" means any person operating on a receiving market who is engaged in the business of receiving produce in commerce for sale, on commission, for or on behalf of another.

(r) "Joint account transaction" means a produce transaction in commerce in which two or more persons participate under a limited joint venture arrangement whereby they agree to share in a prescribed manner the costs, profits, or losses resulting from such transaction.

(s) "Produce" means any perishable agricultural commodity, as defined in section 1(4) of the act.

(t) "Fresh fruits and fresh vegetables" include all produce in fresh form generally considered as perishable fruits and vegetables, whether or not packed in ice or held in common or cold storage, but does not include those perishable fruits and vegetables which have been dried or manufactured into articles of food of a different kind or character. Blanching, chopping, color adding, curing, cutting, dicing, drying for the removal of surface moisture, fumigating, gassing, heating for insect control, ripening and coloring, husking, icing, peeling, polishing, pre-cooling, refrigerating, shredding, slicing, trimming, washing with or without chemicals, waxing, adding of sugar or other sweetening agents, and ascorbic acid or other agents used to retard oxidation, or the mixing of several kinds of sliced, chopped, or diced fruits or vegetables for packaging in any type of containers, or comparable methods of preparation, where the product is not processed by heat to assure preservation shall not be considered a change into a food of a different kind or character.

(u) "Frozen fruits and vegetables" include all produce defined in paragraph (t) of this section when such produce is in frozen form.

(v) "Cherries in brine" means cherries packed in an aqueous solution containing sulphur dioxide or other bleaching agent of sufficient strength to preserve the product, with or without the addition of hardening agents.

(w) "Wholesale or jobbing quantities," as used in section 1(6) of the act, means aggregate quantities of all types of produce totaling one ton (2,000 pounds) or more in weight in any day shipped, received, or contracted to be shipped or received, or any single transaction totaling one ton (2,000 pounds) or more in weight.

(x) "Truly and correctly to account" means, in connection with:

(1) **Consignments**, to account promptly by rendering a true and correct statement showing the date of receipt and date of final sale, the quantities sold at each price, or other disposition of the produce, and the proper, usual or specifically agreed upon selling charges and expenses properly incurred or agreed to in the handling thereof, plus any other information required by § 46.27;

(2) **Joint account transactions**, to account promptly by rendering a true and correct statement showing the date of receipt and date of final sale, the quantities sold at each price or other disposition of produce, the joint account cost of the produce, and the expenses properly incurred or other charges specifically agreed to in the handling thereof, plus any other information required by § 46.27; and

(3) **Buying brokerage transactions**, where the broker pays for the produce, to account promptly by rendering a true and correct itemized statement showing the cost of the produce, the expenses properly incurred, and the amount of brokerage charged.

(y) "Account promptly", except when otherwise specifically agreed upon by the parties, means rendering a true and correct accounting:

(1) In connection with buying brokerage transactions where the broker pays for the produce, within 24 hours after the date of shipment;

(2) In connection with consignment or joint account transactions, within 10 days after the date of final sale with respect to each shipment: *Provided*, That whenever a grower's agent or a shipper distributes individual lots of produce for or on behalf of others, his accounting shall be made within 5 days after the date he is paid by the purchaser or receives the accounting on consigned or joint account transactions and, whenever a grower's agent or shipper harvests, packs, or distributes entire crops or multiple lots therefrom for or on behalf of others, he shall make interim accountings at reasonable intervals and a final accounting within a reasonable time following the close of the season's transactions: *Provided further*, That nothing in the regulations in this part shall prohibit cooperative associations from accounting to their members on the basis of seasonal pools or other arrangements provided by their regulations or bylaws; and

(3) In connection with a consignment or joint account transaction, within 10 days after the date of receipt of payment of a carrier claim filed.

(z) "Full payment promptly" is the term used in the act in specifying the period of time for making payment without committing a violation of the act. The contracting parties have the right to agree as to when payment is due in connection with any transaction. In the absence of such agreement, "full payment promptly", for the purpose of determining violations of the act, means:

(1) Payment of the net proceeds for produce received on consignment or the pro rata share of the net profits for

produce received on joint account, within 10 days after the day on which the final sale with respect to each shipment is made;

(2) Payment by growers, growers' agents or shippers of deficits on consignments or joint account transactions, within 10 days after the day on which the accounting is received;

(3) Payment of the purchase price, brokerage, and other expenses to buying brokers who pay for the produce, within 10 days after the day on which the broker's invoice is received by the buyer;

(4) Payment of brokerage charges earned in connection with the produce purchased or sold within 10 days after the day on which the broker's invoice for brokerage is received by the principal;

(5) Payment for produce purchased by a buyer within 10 days after the day on which the produce is accepted after arrival at the contract destination without complaint by the buyer: *Provided*, That if the shipment is diverted to a destination other than the contract destination, the time shall run from the scheduled time of arrival at contract destination or the time of actual arrival at its ultimate destination, whichever is shorter;

(6) Payment to growers, growers' agents or shippers by terminal market agents or brokers, who are selling for the account of a grower, growers' agent or shipper and are authorized to collect from the buyer or receiver, within 5 days after the agent or broker receives payment from the buyer or receiver;

(7) Payment to the principal within 10 days of net proceeds realized from a carrier claim in connection with a consignment transaction or, in connection with a joint account transaction, payment to the joint account partners of their share of the joint account net proceeds realized from a carrier claim;

(8) Payment by growers' agents or shippers distributing individual lots of produce for or on behalf of others, within 5 days after the day on which he receives payment from the purchaser or receives the net proceeds on consigned or joint account transactions;

(9) Partial payments at reasonable intervals during the shipping season by a growers' agent or shipper who harvests, packs, or distributes entire crops or multiple lots therefrom for or on behalf of others and final payment within a reasonable time following the close of the season's transactions.

Nothing in the regulations in this part shall limit the seller's privilege of shipping under a closed or advise bill of lading or other arrangement requiring cash on delivery unless there has been specific prior agreement to the contrary between the parties; or prohibit cooperative associations from settling with their members on the basis of seasonal pools or other arrangements provided by their regulations or bylaws. Payment in connection with any transaction or situation not specifically covered herein shall be made within a reasonable time; and, if there is a dispute concerning a transac-

tion, the foregoing time periods apply only to the undisputed amount.

(aa) "Reject without reasonable cause" means in connection with purchases, consignments, or joint account transactions: (1) Refusing or failing without legal justification to accept produce within a reasonable time; (2) advising the seller, shipper, or his agent that produce, complying with contract, will not be accepted; (3) indicating an intention not to accept produce through an act or failure to act inconsistent with the contract; or (4) any rejection following an act of acceptance.

(bb) "Reasonable time", as used in paragraph (aa) of this section, means:

(1) For frozen fruits and vegetables with respect to rail shipments, 48 hours after notice of arrival and the produce is made accessible for inspection, and with respect to truck shipments, not to exceed 12 hours after the receiver or a responsible representative is given notice of arrival and the produce is made accessible for inspection;

(2) For fresh fruits and vegetables with respect to rail shipments, not to exceed 24 hours after notice of arrival and the car has been placed in a location where the produce is made accessible for inspection; and with respect to truck shipments, not to exceed 8 hours after the receiver or a responsible representative is given notice of arrival and the produce is made accessible for inspection; and, with respect to boat shipments, not to exceed 24 hours after the produce is unloaded and made accessible for inspection and the receiver is given notice thereof;

(3) If, within the applicable period, the receiver cannot make a thorough inspection due to adverse weather condition or applies for but cannot obtain Federal inspection before the end of this period, and so notifies the consignor within the applicable period, the period shall be extended until weather conditions permit inspection or until Federal inspection is made, as the case may be, plus two hours after either an oral or written report of the results of such inspection is made available to the receiver; and

(4) In computing the time periods specified in this paragraph, (i) for shipments arriving on non-work days or after the close of regular business hours on work days when a representative of the receiver having authority to reject shipments is not present, non-working hours preceding the start of regular business hours on the next working day shall not be included; and (ii) for shipments arriving during regular business hours a representative of the receiver having authority to reject shipments customarily is present, the period shall run without interruption except that, for shipments arriving less than two hours before the close of regular business hours, the unexpired balance of the time period shall be extended and run from the start of regular business hours on the next working day.

(cc) "Acceptance" means:

(1) Any act by the consignee signifying acceptance of the shipment, including diversion or unloading;

(2) Any act by the consignee which is inconsistent with the consignor's ownership, but if such act is wrongful against the consignor it is acceptance only if ratified by him; or

(3) Failure of the consignee to give notice of rejection to the consignor within a reasonable time as defined in paragraph (bb) of this section: *Provided*, That acceptance shall not affect any claim for damages because of failure of the produce to meet the terms of the contract.

(dd) "Responsible position" means:

(1) A position in which the person is the individual owner, partner in a partnership, or officer or director of a corporation or association, or has direct or indirect control of a firm.

(2) A position in which the person is authorized to negotiate contracts of purchases, sales, consignments or joint account transactions of produce (excluding floor salesmen or other salesmen making sales at predetermined prices who operate under direct supervision and handle only local sales in less than carlot quantities and other comparable positions in relation to operations of the licensee);

(3) A position of a general supervisory nature, including one having responsibility for office management or supervision of the preparation of account sales and/or the maintenance of records required by the act; or

(4) Any other position in which the person, through exercise of his own judgment or initiative, has authority to bind or commit the licensee.

(ee) "Responsibly connected" means affiliation as individual owner, partner in a partnership, or officer, director or holder of more than 10 percent of the outstanding stock of a corporation or association.

#### LICENSES

##### § 46.3 License required.

(a) No person shall at any time carry on the business of a commission merchant, dealer, or broker without a license which is valid and effective at such time.

(b) Separate licenses are required for each firm. More than one trade name may be used by the same firm only when such trade names are shown on the firm's license certificate.

(c) Joint account arrangements between two or more licensees are not considered to result in separate firms and, therefore, do not require separate licenses.

##### § 46.4 Application for license.

Any person who desires to secure a license shall make application therefor on the currently approved form to be obtained from the Director or his representatives. The applicant shall furnish the following information:

(a) Name or names in which business is conducted; place of business; mailing address; name and location of branches, divisions, or affiliates, if any; and name of firm succeeded, if any.

(b) Type of business (i.e., wholesale, retail, trucking, processing, commission merchant, or broker), and whether the

fruits and/or vegetables handled are fresh or frozen, or cherries in brine.

(c) Type of ownership. If a corporation, applicant shall furnish (1) the date incorporated; (2) the State in which incorporated; and (3) the address of the principal office.

(d) Full names and home address of the owner. If a partnership, the applicant shall furnish the full names and addresses of all partners, indicating whether general or special; or if an association or corporation, the applicant shall furnish the full names and addresses of all the officers, directors, holders of more than 10 per centum of the outstanding stock, and percentage of stock held by each such person.

(e) Date of the first transaction coming within the provisions of the act. If business was conducted subject to the act prior to the filing of an application for a license, applicant shall furnish an explanation for such violation as prescribed in section 3(a) of the act.

(f) If the applicant, or in case the applicant is a partnership, any partner, or in case the applicant is an association or corporation, any officer, director, or holder of more than 10 per centum of the outstanding stock, has prior to the filing of the application:

(1) Been connected with any firm whose license is under suspension or has been revoked, and if so, furnish the name and address of the firm whose license is under suspension or has been revoked and the details of such connection, including the dates thereof;

(2) Been an officer, director, stockholder, partner, or owner of a firm against which there is an unpaid reparation award under the act, and if so, furnish the name and address of the firm against which the reparation was issued and the details of such connection, including the dates thereof;

(3) Been an officer, director, stockholder, partner, or owner of a firm against which there is a pending complaint under the act known to the applicant and if so, furnish the name and address of the firm against which there is a pending complaint.

(4) Within three years been adjudicated or discharged as a bankrupt or was an officer, director, stockholder, partner, or owner of a firm adjudicated or discharged as a bankrupt, and if so, furnish a copy of the petition in bankruptcy, including the schedule of creditors and certificate of discharge, if any; estimated value of produce that will be handled by the new firm during any month, percentage of business that will be handled on consignment or joint account, and amount of credit that will be incurred;

(5) Been convicted of one or more felonies in any State or Federal court, and if so, furnish the name and date of birth of the party convicted, alias if any, name, location of court and date convicted, nature of felony, sentence imposed, where and length of time served; if paroled, date parole terminated;

(6) Ever been licensed under the act, and if so, furnish the name and address of licensee and whether license is still in effect.

(g) Whether any person employed in a responsible position by the applicant has been the individual owner, partner in a partnership, or officer, director, holder of more than 10 per centum of the outstanding stock of an association or corporation, or held a responsible position in any firm whose license is under suspension or has been revoked, and if so, furnish the full name of the person and the name of the firm involved and the details of such connection, including the dates thereof.

(h) Any other information the Director deems necessary to establish the identity and eligibility of the applicant to obtain a license.

(i) The application shall be signed by the owner, all general partners, or, in case the applicant is an association or corporation, a duly authorized official.

(j) The application and fees shall be forwarded to the Director, Fruit and Vegetable Division, Agricultural Marketing Service, U.S. Department of Agriculture, Washington 25, D.C., or to his representative. An application which does not contain full or complete answers to all the questions, or is not properly signed, or not accompanied by the proper fee, shall not be considered a valid application for license. The "period not to exceed 30 days" as prescribed in section 4(d) of the act shall commence on the day that a valid application for license is received by the Director or his representative.

(k) If the application is incomplete, the Director may return the application to the applicant with a request that the application be completed by furnishing the missing data. If the applicant does not respond to this request within 30 days after it is mailed by the Director, the fees submitted shall be refunded.

(l) If the Director has reason to believe that the application contains inaccurate information, he may afford the applicant an opportunity to submit a corrected application or verify or explain information contained in the application. If the applicant submits a corrected application, the original application shall be considered withdrawn. If the applicant, in response to the Director's request, submits additional or corrected information for consideration in connection with his original application, the original application plus such information shall be considered as constituting a new application.

(m) Fees shall be refunded whenever an application is withdrawn without the filing of a new application.

(n) When a valid application is received and the provisions of section 4(b) of the act are applicable, the Director shall notify the applicant by letter of the pertinent provisions of this section and the reasons for denial of license and shall refund the fee.

#### § 46.5 License fee.

The annual license fee is twenty-five dollars (\$25). The Director may require the fee be submitted in the form of a money order, bank draft, cashier's check, or certified check made payable to Agricultural Marketing Service. Authorized

representatives of the Division may accept fees and issue receipts therefor.

#### § 46.6 Issuance of license.

Upon receipt of a valid application accompanied by the proper fee for a license, the Director shall, if the applicant is found to be eligible, issue a license certifying that the licensee is authorized to engage in the business of a commission merchant, dealer, or broker. All fees and any penalties assessed by the Director in accordance with the provisions of the act, shall be deposited in a special fund designated as the "Perishable Agricultural Commodities Act fund."

#### § 46.7 Copies of licenses.

Copies of licenses may be issued upon request and upon the payment of a fee of two dollars (\$2) for each copy. Each copy shall bear the word "copy" in conspicuous letters on its face and shall be certified by the Director as a true copy of the original.

#### § 46.8 Termination of license; notice; renewal.

At least thirty days prior to the anniversary date of a valid and effective license, the Director shall mail a notice to the licensee at the latest address known to the Director, advising that the license will automatically terminate on its anniversary date unless the annual fee is paid on or before such date. If the annual fee is not paid by the anniversary date, the licensee may obtain a renewal of that license at any time within 30 days by paying the annual fee, plus five dollars (\$5). Within 60 days after the termination date of a valid and effective license, the former licensee shall be notified of such termination, unless a new license has been obtained in the meantime.

#### § 46.9 Nonlicensed person; liability; penalty.

Any commission merchant, dealer, or broker who violates the act by engaging in business subject to the act without a license may settle his liability, if such violation is found by the Director not to have been willful but was due to inadvertence, by paying the amount of fees that he would have paid had he obtained and maintained a license during the period that he engaged in business subject to the act, plus an additional sum not in excess of twenty-five dollars (\$25), as may be determined by the Director.

#### § 46.10 What constitutes valid license, form and use.

Each license shall bear a serial number, the names in which authorized to conduct business, type of ownership; if the business is individually owned, the name of the owner; if a partnership, the names of all general partners; the facsimile signature of the Secretary; the seal of the Department and shall be duly countersigned. The licensee may place upon his stationery, trucks, or business sign an inscription indicating that he is licensed under the act, but such inscription must not be of such form or arrangement as to be deceptive

or misleading to the public, nor shall any such inscription be displayed or used unless the person using the inscription has a license valid and effective at the time.

#### § 46.11 Forms of inscriptions.

The following inscriptions, for use with or without the license number, meet the foregoing requirements and may be used by licensees: "Licensed by the U.S. Department of Agriculture under the Perishable Agricultural Commodities Act", or "Licensed under the PACA."

#### § 46.12 Address, ownership, trade name, or membership changes.

The licensee shall (a) promptly inform the Director of any changes of address or any change in the officers, directors, and holders of more than 10 percent of the outstanding stock of a corporation, with the percentage of the stock held by each such person, and (b) report changes or additions in trade names to the Director prior to using such trade names in its business operation. A new license is required in case of a change in the ownership of a business, an addition or withdrawal of members of a partnership, or in case business is conducted under a different corporate charter from that to whom the license was originally issued.

#### ACCOUNTS AND RECORDS (GENERAL)

#### § 46.13 General.

Every commission merchant, dealer, and broker shall prepare and preserve for a period of 2 years from the closing date of the transaction the accounts, records, and memoranda required by the act, which shall fully and correctly disclose all transactions involved in his business, including the true ownership of such business by stockholding or otherwise. Licensees shall keep records which are adapted to the particular business that the licensee is conducting and in each case such records shall fully disclose all transactions in the business in sufficient detail as to be readily understood and audited. It is impracticable to specify in detail every class of records which may be found essential since many different types of business are conducted in the produce industry and many different types of contracts are made covering a wide range of services by agents and others. The responsibility is placed on every licensee to maintain records which will disclose all essential facts regarding the transactions in his business.

#### § 46.14 Documents to be preserved.

Bills of lading, diversion orders, paid freight and other bills, car manifests, express receipts, confirmations and memorandums of sales, letter and wire correspondence, inspection certificates, invoices on purchases, receiving records, sales tickets, copies of statements (bills) of sales to customers, accounts of sales, papers relating to loss and damage claims against carriers, records as to reconditioning, shrinkage and dumping, daily inventories by lots, a consolidated record of all rebates and allowances made or received in connection with shipments handled for the account of another, an

itemized daily record of cash receipts, ledger records in which purchases and sales can be verified, and all other pertinent papers relating to the shipment, handling, delivery, and sale of each lot of produce shall be preserved for a period of 2 years.

**§ 46.15 Method of preservation or storage of records.**

All records required to be preserved under the act shall be stored in an orderly manner and in keeping with sound business practices. The records being currently used shall be filed in order of dates, by serial numbers, alphabetically or by any other proper method which will enable the licensee to promptly locate and produce the records. Records in dead storage should be arranged in an orderly fashion, be packaged or wrapped to insure proper preservation, be adequately marked or identified, and stored in a safe, dry location. When part of the records are forwarded to others (such as accountants, traffic agencies, attorneys, etc.), proper notations should be filed in appropriate places in the records identifying the missing records and stating where they can be located.

**§ 46.16 Inspection of records.**

Each licensee shall, during ordinary business hours, permit any duly authorized representative of the Department to enter his place of business and inspect such accounts, records, and memoranda as may be material (a) in the investigation of complaints under the act, or (b) to the determination of ownership, control, packer, or State, country or region of origin in connection with commodity inspections, or (c) to ascertain whether there is compliance with section 9 of the act. Any necessary facilities for such inspection shall be extended to such representative by the licensee, his agents, and employees.

**RECORDS OF MARKET RECEIVERS**

**§ 46.17 Record of produce received.**

Market receivers shall keep in the order of receipt a record of all produce received and this record shall be in the form of a book (preferably a bound book) with numbered pages or comparable business record. This record shall clearly show for each lot the date of arrival and unloading; whether received by freight, express, truck, or otherwise; the car initials and number; the truck license number and the driver's name or the name of the trucking firm; the number of packages or the quantity received; the kind of produce; the name and address of the consignor or seller; whether the produce was purchased, consigned or received on joint account; and the disposition of the produce, whether jobbed or sold in carlots or trucklots, and the lot number assigned to the shipment by the receiver (as required by § 46.19).

**§ 46.18 Sales tickets.**

Sales tickets shall bear printed serial numbers running consecutively and shall be used in numerical order so far as

practicable. No serial number shall be repeated within a 90-day period. The sales tickets shall be prepared and all the details of the sale shall be entered on the tickets in a legible manner in order that an audit can be readily made. Erasures, strike-outs, changes, etc., should be held to the minimum. When errors are made in preparing sales tickets, the tickets should be voided. Each sales ticket shall show the date of sale, the purchaser's name (so far as practicable), the kind, quantity, the unit price, and the total selling price of the produce. Each sales ticket shall show the lot number of the shipment if the produce is being handled on consignment or on joint account. Sales tickets on all other lots of the same commodity which are on hand at the same time shall also show a lot number. The original or a legible carbon copy of each sales ticket, including those voided or unused, shall be accounted for and shall be filed or stored either by dates of sales or in the order of the serial numbers for a period of two years.

**§ 46.19 Lot numbers.**

An identifying lot number shall be assigned to each shipment of produce to be sold on consignment or joint account or for the account of another person or firm and should be assigned to any purchased shipment in dispute between the parties to assist in proving damages. A lot number shall be assigned to each purchased shipment of similar produce on hand at that time or received later while the consigned or joint account or disputed lot is being sold. A lot number shall be assigned to each purchased shipment which is reconditioned if the seller is to be charged with the shrinkage or loss. The lot number shall be entered on the receiving record in connection with each shipment and entered on all sales tickets identifying and segregating the sales from the various shipments on hand. The lot number shall be entered on the sales tickets by the salesmen at the time of sale or by the produce dispatcher, and not by bookkeepers or others after the sales have been made. No lot number shall be repeated within a period of 30 days after the last sale from the preceding lot to which such number was assigned.

**§ 46.20 Returns, rejections, or credit memorandums on sales.**

In the event of the rejection and return of any produce sold for or on behalf of another or consignment or joint account, or of any necessary allowance or adjustment being made to the buyers thereof, a credit memorandum showing the buyer's name, sales ticket number, lot number, date of the granting of the allowance, and amount of the credit or adjustment, with reasons therefor, shall be made or a notation shall be made on the original sales ticket referring to the adjustment and showing where the credit memorandum is filed. The credit memorandum shall be on a regular form, in a ledger book, or on a sales ticket or invoice properly completed to show the facts and shall be approved by a duly authorized person. Credits granted shall

be entered in the same records as the original sales tickets.

**§ 46.21 Accounting for dumped produce.**

A clear and complete record shall be maintained showing justification for dumping of produce received on joint account, on consignment, or handled for or on behalf of another person if any portion of such produce regardless of percentage cannot be sold due to poor condition or is lost through re-sorting or reconditioning. In addition to the foregoing, if five percent or more of a shipment is dumped, an official certificate, or other adequate evidence, shall be obtained to prove the produce was actually without commercial value, unless there is a specific agreement to the contrary between the parties. The original certificate or other adequate evidence justifying dumping shall be forwarded to the consignor or joint account partner with the accounting and a copy shall be retained by the receiver.

**§ 46.22 Evidence of dumping.**

Reasonable cause for destroying any produce exists when the commodity has no commercial value or when it is dumped by order of a local health officer or other authorized official or when the shipper has specifically consented to such disposition. The term "commercial value" means any value that a commodity may have for any purpose that can be ascertained by the exercise of due diligence without unreasonable expense or loss of time. When produce is being handled for or on behalf of another person, proof as to the quantities of produce destroyed or dumped in excess of five percent of the shipment shall be provided by procuring an official certificate showing that the produce has no commercial value from any person authorized by the Department to inspect fruits and vegetables. Where such inspection service is not available certification may be obtained from (a) any health officer or food inspector of any State, county, parish, city or municipality or of the District of Columbia; (b) any established commercial agency or service making inspections for the fruit and vegetable industry; or (c) when no inspector or health officer designated above is available consideration will be given to other evidence such as inspection and certification made by any two persons having no financial interest in the produce involved or in the business of any person financially interested therein, and who are unrelated by blood or marriage to any such financially interested person, and who, at the time of the inspection and certification, and for a period of at least one year immediately prior thereto, have been engaged in the handling of the same general kind or class of produce with respect to which the inspections and certification are to be made. Any certificate issued by any persons designated in paragraph (c) of this section shall include a statement that each of them possesses the requisite qualifications. Any such certificate shall properly identify the produce by showing the commodity, lot number, brand or principal identifying marks on the containers,

quantity dumped, name and address of shipper, name and address of applicant, condition of the produce, time, place, and date of inspection and a statement that the produce possesses no commercial value.

#### RECORDS OF RETAILERS

##### § 46.23 Records of retailers.

Notwithstanding the specific records and documents prescribed in the foregoing sections, licensees who purchase produce solely for sale at retail shall establish and maintain accounts and records, adapted to their type of operations, which will fully and correctly disclose all transactions relating to the purchase of produce. Such accounts and records should include the date of receipt of each lot, kind of produce, number of packages and quantity, price paid, evidence of agreement or contract of purchase, bills of lading, paid bills, and any other documents relating to the purchase of produce.

#### AUCTION SALES

##### § 46.24 Auction sales.

Commission merchants, dealers and brokers who offer produce for sale through auction companies which publish catalogs of offerings will be responsible for furnishing the auction company for publication true and correct information concerning the ownership of the produce. When the goods are offered for sale by an owner, his name shall be shown in the catalog listing as owner. When a joint account partner makes an offering, his name as well as that of his joint partner, or partners, shall be shown. When any person offers produce for sale at auction for the account of another, the name, or names of the owner, if known, and of his principal, if located in the area served by the auction, shall be shown. In addition to listing the name of the owner, or his principal, he may show that he is acting in the capacity of agent. If a person instructs an auction company to catalog a shipment without disclosing true ownership, if known, or the name of an agent's principal he shall be deemed to have made a false or misleading statement within the meaning of the act. Since sales at auctions normally involve additional expenses, a broker, grower's agent or commission merchant shall have prior consent from his principal before such disposition is accomplished. Where a dispute exists regarding the ownership of produce, it may be listed in the auction catalog as being offered for sale "for the account of whom concerned" with the name of the party making the offering shown as agent.

#### BROKERS

##### § 46.25 Types of broker operations.

(a) Brokers carry on their business operations in several different ways and are generally classified by their method of operation. The following are some of the broad groupings by method of operation. The usual operation of brokers consists of the negotiation of the purchase and sale of carlots either of one

commodity or of several commodities. Brokers may operate as the agent of the buyer, the seller, or of both parties. Frequently, carlot brokers never see the produce they are quoting for sale or negotiating for purchase by the buyer and they carry out their duties by relaying offers and counter-offers between the buyer and seller until a contract is effected. Generally, the seller of the produce invoices the buyer; however, when there is a specific agreement between the broker and his principal, the seller invoices the broker who, in turn, invoices the buyer, collects, and remits to the seller. Under other types of agreements, the seller ships the produce to the broker at destination who distributes to pool buyers, invoices the buyers, collects, and remits to the seller. Also, there are times when the broker is authorized by the seller to act much like a commission merchant being given blanket authority to dispose of the produce for the seller's account either by negotiation of sales to buyers not known to the seller or by placing the produce for sale on consignment with receivers in the terminal markets.

(b) There is a second general grouping of brokers which are commonly referred to as buying brokers. Their operations are typified by the fact that they act as the buyer's representative in negotiating purchases at shipping points, terminal markets, or intermediate points. Their typical type of operation is to negotiate a purchase on the buyer's instructions and authorization. Sometimes the broker negotiates the purchase without seeing the produce. In other instances he may select the merchandise after forming an appraisal of the quality of the produce being offered for sale on the market. Generally, a purchase is made in the buyer's name and the seller invoices the buyer direct. On the other hand, acting on authority given him by the buyer, the broker may negotiate purchases in his own name, pay the seller for the produce, make arrangements for its loading and shipment, and bill the buyer direct for the cost price plus the brokerage fee and the cost of any agreed upon accessorial service charges such as ice, loading, etc.

##### § 46.26 Duties of brokers.

(a) *General.* The function of a broker is to negotiate, for or on behalf of others, valid and binding contracts. A broker who fails to perform any specification or duty in connection with any transaction is in violation of the Act and may be held liable for damages which accrue as a direct result of his failure. It shall be the duty of the broker to fully inform all parties concerning the terms and conditions of the proposed contract. After all parties agree on the terms and the contract is effected, the broker shall prepare in writing and deliver promptly to all parties a properly executed confirmation or memorandum of sale setting forth all of the essential details of the agreement between the parties. The broker shall retain a copy of such confirmations or memoranda as part of his accounts and records. The broker who does not issue and deliver these documents to the

proper parties is failing to prepare and maintain complete and correct records as required by the Act. If the broker's records do not support his contentions that a binding contract was made with proper notice to the parties, the broker may be held liable for any loss or damage resulting from such negligence or for other penalties provided by the Act for failure to perform his express or implied duties. The broker shall take into consideration all the circumstances of the transaction in selecting the proper method for transmitting the written confirmation or memorandum of sale to the parties. A buying broker is required to truly and correctly account to his customer in accordance with § 46.2(x)(3).

(b) *Brokerage fees.* Brokerage fees may be charged to only one of the parties to the contract unless by mutual agreement the parties agree to split the brokerage fee. If a full brokerage fee is charged to both parties, such action by the broker is a violation of the act. A broker employed to negotiate the sale of produce may not employ another broker or selling agent without specific prior authority from his principal. When a broker collects and when an accounting to the owner of the produce by the broker or selling agent is required, it shall show the actual gross sale and all brokerages deducted as well as all other charges incurred in connection with the shipment. A broker is not considered to be entitled to a brokerage fee unless he effects a sale or makes a valid and binding contract, fully performing his duties as a broker. Unless otherwise specifically agreed, the broker does not guarantee the performance of the contracting parties and is entitled to receive payment of the brokerage fee whenever a valid and binding contract has been negotiated.

(c) *Brokers' responsibility for payment.* In the absence of a specific agreement, a broker is not responsible for payment to the seller by the buyer except a buying broker, who negotiates a purchase in his own name under agreement with his principal, is responsible for payment of the purchase price to the seller. A broker who agrees to collect funds for or on behalf of another shall promptly remit such funds when collected and render an accounting showing the sales price of the shipment, all brokerages deducted, and all other charges incurred. Agreement to collect from the buyer and remit to the seller is not a guarantee by the broker that the buyer will pay, unless there is a specific agreement by the broker that he will pay if the buyer does not pay.

(d) *Purchases and sales by brokers.* A person who operates in a dual capacity, both as a broker and as a dealer, shall clearly disclose his status in each transaction to all parties with whom he is dealing. When a person purchases or sells produce as a dealer, he shall not charge or receive a brokerage fee from the seller or buyer. A broker shall not negotiate a transaction where the broker is subject to the direct or indirect control of any party to such transaction other than his principal or where the other party is subject to the broker's

direct or indirect control without the prior approval of his principal.

(e) *Filing carrier claims by brokers.* Without prior consent of the owner, a broker has no authority to file claims with carriers in his own name or any other name. A broker has no obligation to file carrier claims for the owners of the shipments. However, in handling transactions when a broker receives information valuable to owners in connection with carrier claim rights, the broker should promptly advise the owner. A broker who agrees to protect the carrier claims of owners shall at all times exercise reasonable care to fulfill such obligation. If a broker makes an agreement with a seller or a buyer to file and handle such a claim for the benefit of the owner of the produce, the claim shall be filed promptly with the carrier, supported by adequate evidence, and he shall take the necessary action to bring the matter to a conclusion. A copy of the claim shall be forwarded to the owner of the shipment when the claim is filed. When settlement of the claim is effected, the broker shall promptly remit the net amount due the owner, after deducting the agreed or customary charges for handling the claim. Adequate information shall be furnished the owner regarding the claim while the matter is being handled with the carrier. If the owner files the claim, the broker shall promptly furnish any necessary information available in his records which is requested by the owner.

#### RECEIVING MARKET COMMISSION MERCHANTS AND JOINT ACCOUNT PARTNERS

##### § 46.27 Duties.

(a) *General.* All licensees who accept produce for sale on consignment or on joint account are required to exercise reasonable care and diligence in disposing of the produce promptly and in a fair and reasonable manner. When rendering account sales for produce handled for or on behalf of another, an accurate and itemized report of sales shall be made and averaging or pooling of sales is not permissible without the specific written consent of the owner of the produce prior to the accounting. Complete and detailed records shall be prepared and maintained by all commission merchants and joint account partners covering produce received, sales, quantities lost, dates and cost of repacking or reconditioning, unloading, handling, freight or demurrage charges, or any other expenses which are deducted on the accounting, in accordance with the provisions of §§ 46.17 through 46.22. Charges which cannot be supported by proper evidence in the records of the commission merchant or joint account partner shall not be deducted. The commission merchant or joint account partner may be held liable for any financial loss resulting to his principal due to his negligence or failure to perform any specific or implied duty.

(b) *Commission charges.* Before accepting produce on consignment, the parties should reach a specific agreement on the amount of commission and other charges which will be assessed by the

commission merchant. In the absence of such an agreement, only the usual and customary commission and other charges shall be permitted. Without specific prior authority of the consignor, double commissions are not permitted nor may a receiver of consigned produce employ another person or firm to dispose of all or part of such produce. Unless otherwise specifically agreed upon by the parties, joint account partners shall not charge a commission fee or other selling charge against the joint account for disposing of the produce.

(c) *Purchasing consigned produce.* A commission merchant or joint account partner may not purchase produce received on consignment or joint account or sell such produce to any person or firm over whose business he has direct or indirect control, or to any person or firm having direct or indirect control over his business, without specific prior authority of the consignor or the joint account partner. However, produce may be purchased by the commission merchant or joint account partner at reasonable market value to clean up remnants of shipments so accountings will not be unduly delayed, provided the accounting shows the quantity and price of the goods bought by the commission merchant or joint account partner. "Remnants", as used here, mean small quantities remaining after the bulk of the shipment has been sold but shall not exceed 5 percent of the shipment. When consigned produce is purchased by a commission merchant he shall not charge or receive a commission fee for such sales.

(d) *Filing carrier claims.* Without the prior consent of the owner of the produce, a commission merchant has no authority to file claims with carriers in his own name or any other name: *Provided*, That the commission merchant may file a claim for breakage where the owner has been paid for the full value of the produce without any deduction for damage. Commission merchants have no obligation to file carrier claims on shipments for the owners. However, in handling transactions when commission merchants receive information valuable to the consignors in connection with carrier claim rights, the commission merchant should promptly advise the consignor. Before a commission merchant files a carrier claim on a consigned shipment, a specific agreement shall be reached with the consignor. If a commission merchant is authorized and agrees to file the claim, he shall forward a copy of the claim filed with the carrier to the consignor and shall exercise reasonable care to protect the interests of the consignor by filing the claim promptly and in the proper amount, supported by adequate evidence, and shall take the necessary action to bring the matter to a conclusion. When settlement of the claim is effected, he shall promptly remit the net amount due the consignor, after deducting the agreed handling charges. Full and complete information shall be furnished the consignor while the claim is being handled. If the consignor is to file the claim, the commission merchant shall exercise reasonable care to protect the claim rights of the

consignor and shall promptly furnish all necessary information and evidence from his records to enable the consignor to file a proper claim. A joint account partner who files a carrier claim on behalf of the partnership shall forward a copy of the claim filed with the carrier to his partner, keep him advised of its status, and remit promptly his share of the net proceeds realized from such claim.

#### GROWERS' AGENTS AND SHIPPERS

##### § 46.28 Types of operations by growers' agents and shippers.

(a) The usual operations of shippers consist of purchasing produce from growers in their own names. They distribute the produce in commerce by selling, consigning, or jointing the shipments, assuming any loss or profits that result from these operations. In addition, shippers may handle produce on joint account with growers or others.

(b) Growers' agents sell and distribute produce for or on behalf of growers and others and, in addition, may perform a wide variety of services, such as financing, planting, harvesting, grading, packing, furnishing labor, seed, containers, and other supplies or services. They usually distribute the produce in their own names and collect payment direct from the consignees. They render accountings to their principals, paying the net proceeds after deducting their expenses and fees. Some agents are limited by contract to making only sales and cannot joint or consign produce without obtaining the prior consent of the growers. Other agents are granted blanket authority by the growers to market and distribute the produce, using their discretion as to the best methods, depending on market conditions and the quality of the produce available. They can sell, consign or ship on joint account, use the services of brokers or sell through terminal market auctions. They are authorized to grant credits, make adjustments in the invoice price, handle claims with the carriers, or even abandon shipments, when circumstances justify such action, without consulting the growers. Some agents have an agreement with the growers to pool the produce and render accountings on the basis of the average or prorated selling prices after deducting the prorated expenses incurred for the various operations performed and the agents' selling fees. Some agents' contracts require an accounting on the basis of actual selling prices after deducting the actual expenses incurred for services performed and the selling fees. Some agents' contracts specify a fixed charge for harvesting, grading, packing, furnishing the container or other services, plus a selling fee, and thereby substantially reduce the record requirements necessary to prove the cost of the various operations.

##### § 46.29 Duties of shippers.

(a) *General.* The responsibilities of shippers vary with their contract with growers to purchase produce or to handle produce on joint account. Similarly, their responsibilities to their customers depend upon their contracts to sell, consign or joint account produce with deal-

ers on terminal markets. Shippers shall pay promptly for produce purchased and any deficits incurred on consigned shipments. They shall fully comply with their obligations in connection with joint account transactions. A shipper who fails to perform any express or implied duty is in violation of the act and may be held liable for any damages resulting therefrom. The shipper shall prepare and maintain records which fully and correctly disclose the details of his transactions.

(b) *Receiving records.* Each shipper shall prepare and maintain a record of all produce received, including his own production. This record shall be in the form of a book (preferably a bound book) with numbered pages or comparable business records. This receiving record shall show for each lot the date received, whether purchased or received on joint account, the quantity, quality, and kind of produce, the purchase price or joint account cost, and the name and address of the supplier. Each shipper shall issue receipts to growers and others for all produce received.

(c) *Disposition records.* When a shipper purchases all of his produce from growers or others, his records shall also show the disposition of the produce, whether sold or consigned, date of shipment, car number, or if shipped by truck, the license number, name and address of the carrier, name and address of the buyer, commission merchant or auction, and other pertinent details of the transaction, such as the terms of sale, selling price, and date of payment.

(d) *Joint accounts with growers.* When a shipper enters into joint account transactions with growers or others, his records shall also show in detail the actual expenses incurred for the services he furnishes, such as harvesting, grading, packing and selling the produce (unless a fixed charge is agreed on between the parties to cover the cost of these services), methods of distribution, and proceeds received for the produce. If a shipper is at the same time handling similar produce not involved in the joint account transaction, a lot number or other positive means of identification shall be assigned to each lot of produce received in order to segregate and identify the various lots of produce. If a shipper consigns all or a part of the produce or employs the services of brokers or terminal market auctions, his records shall show the results of these transactions, including the expenses involved and the names and addresses of the commission merchants, brokers, and the auctions. The shipper shall render a detailed and accurate accounting and pay promptly the net proceeds due the joint partner, in accordance with § 46.2 (y) and (z). The accounting shall disclose the status of all claims collected or filed with the carriers.

(e) *Joint accounts with receivers.* When a shipper enters into a joint account agreement with a terminal market dealer, his records shall also show the expenses which may be properly charged in accordance with the joint agreement, purchase price or joint account cost of the produce, and cost of harvesting,

packing, grading, or other expenses. His records shall show the quantity and quality of the produce packed and shipped, the dates and methods of shipment, and all other pertinent details of his operations. At the conclusion of the transaction, a detailed and accurate accounting shall be furnished promptly to the joint partner, in accordance with § 46.2 (y). If a deficit results, the shipper shall pay promptly his share of the deficit.

#### § 46.30 Duties of growers' agents.

(a) *General.* The duties, responsibilities, and extent of the authority of a growers' agent depend on the type of contract made with the growers. Agreements between growers and agents should be reduced to a written contract clearly defining the duties and responsibilities of both parties and the extent of the agent's authority in distributing the produce. When such agreements between the parties are not reduced to written contracts, the agent shall have available a written statement describing the terms under which he will handle the produce of the grower during the current season and shall mail or deliver this statement to the grower on or before receipt of the first lot. A grower will be considered to have agreed to these terms if, after receiving such statement, he delivers his produce to the agent for handling in the usual manner. In the event an unsolicited lot of produce is delivered to an agent, he shall promptly deliver or mail a copy of such statement to the grower. A copy of this statement, showing the name of the grower and the date the statement was delivered to the grower, shall be retained in the agent's files. An agent who does not have in his files either written contracts or a written statement as required herein is failing to prepare and maintain full and complete records as required by the act. *Provided,* That regulations or bylaws of cooperative marketing associations may be used in lieu of individual agreements or contracts to determine the methods of accounting and settlement with their grower members. An agent who fails to perform any express or implied duty is in violation of the act and may be held liable for any damages resulting therefrom.

(b) *Accounting for charges.* A growers' agent whose operations include such services as the planting, harvesting, grading, packing, furnishing of containers or other supplies, storing, selling or distributing produce for or on behalf of growers shall prepare and maintain complete and detailed records in order to be in a position to render to the grower accurate and detailed accountings covering his handling of the produce. He shall maintain a record of all produce received in the form of a book (preferably a bound book) with numbered pages or comparable business records, showing for each lot the date received, quantity, the kind of produce and the name and address of the grower. Each agent shall issue receipts to growers and others for all produce received. A lot number or other positive means of identification shall be assigned to each

lot in order to segregate the various lots of produce received from different growers and for similar produce being handled at the same time. Each lot shall be so identified and segregated throughout all operations conducted by the agent, including the sale or other disposition of the produce. The records shall show the result of all packing and grading operations, including the quantity lost through packing and grading and the quantity and quality packed out. If the culls are sold, they shall be included in the accounting. Unless there is a specific agreement with the growers to pool all various growers' produce, the accountings to the growers shall itemize the actual expenses incurred for the operations conducted by the agent and the actual sales prices received for the produce distributed for the account of each grower. If an agent is working under a pool agreement with growers, the accounting to the growers shall show how the pool cost and pool sales prices are computed. If the agent and the growers have agreed on a fixed charge to cover the various operations conducted by an agent, actual expenses incurred for harvesting, packing, grading, or other services covered by the agreement are not required to be shown in the accounting. An agent shall render promptly an accurate and detailed accounting in accordance with § 46.2 (y). Unless the agent has a pooling agreement with the growers, the final accounting shall show all sales, adjustments and credits allowed buyers, rejections, details of consigned or jointed shipments, details of sales through brokers, details of sales through auctions, and the status of all claims filed with or collected from the carriers.

(c) *Sales through brokers or auctions.* Unless a growers' agent is specifically authorized in his contract with the growers to use the services of brokers, commission merchants, joint partners, or auctions, he is not entitled to use these methods of marketing the growers' produce. Any expenses incurred for such services, without the growers' permission, cannot be charged to the growers.

(d) *Filing of carrier claims.* Without the prior consent of the growers, an agent has no authority to file claims with the carriers in his own name or any other name. An agent has no obligation to file carrier claims on shipments for growers in the absence of a specific agreement to perform these duties. All information which an agent has received in handling the shipment which is essential for the growers to file such claims shall be made available to the growers. If an agent has an agreement with the growers to file and handle carrier claims, he shall exercise reasonable care in handling the claims with the carriers by filing the claim promptly in the proper amount, supported by adequate evidence, and take the necessary action to bring the matter to a conclusion.

(e) *Purchases and sales by growers' agents.* A person who operates in a dual capacity, both as a growers' agent and as shipper, shall clearly disclose his status in each transaction to all parties with whom he is dealing. When a per-

son purchases or sells produce as a shipper, he shall not charge or receive a fee from the seller or the buyer. A growers' agent shall not negotiate a transaction where he is subject to the direct or indirect control of any party to such transactions other than his principal, or where the other party is subject to the agents' direct or indirect control, without the prior approval of his principal.

(f) *Negligence of agent.* A growers' agent may be held responsible for any financial loss resulting to the growers due to negligence in performing or failing to perform any specific or implied duties.

(g) *Responsibility for payment.* An agent is not responsible for the payment by the buyer who has purchased the growers' produce on credit, unless he guarantees payment or is negligent in extending credit. Agreement to collect from the buyer and remit to his principal is not a guarantee by the agent that the agent will pay if the buyer does not pay.

(h) *Responsibility for payment of selling fees and expenses to the growers' agent.* In the absence of a specific agreement to the contrary, the agent does not guarantee the performance of the contracting parties and he is entitled to the payment of his selling fees and expenses incurred in handling the produce of growers or others, providing he fully performs his duties as agent.

(i) *Agent's financial responsibility to buyers for failure to comply with contracts.* If a growers' agent contracts in his own name to deliver produce to a buyer and subsequently cannot deliver produce complying with the contract because the growers cannot or will not deliver such produce to him, he may be liable to the buyer for damages resulting from the breach of the contract.

#### CONVERSION OF FUNDS

##### § 46.31 Conversion of funds.

Any licensee who collects or receives funds for or on behalf of another person or firm in connection with produce shall not make any use or disposition of such funds in his possession or control that will endanger or impair faithful and prompt payment to the owner or consignee of the produce or to any other person having a financial interest therein.

#### DISCLOSURE OF BUSINESS

##### § 46.32 No disclosure of business of licensee.

No representative of the Department shall, without the consent of the licensee, divulge or make known, except to financially interested parties, or to other representatives of the Department who may be required to have such knowledge in the regular course of their official duties, or except insofar as he may be directed by the Secretary, Deputy Administrator, Director, or a court of competent jurisdiction, any facts or information regarding the business of such licensee which may come to the knowledge of such representative through an examination or inspection of the business or the accounts of the licensee, unless such facts or information should be testified to at

a hearing authorized by the Act because they are relevant and material to the issue in the case being heard.

#### SUSPENSION AND REVOCATION OF LICENSES

##### § 46.33 Suspension or revocation order.

(a) Whenever the Secretary shall order the suspension or revocation of a license, the person against whom such order is directed shall be served by the Hearing Clerk with a copy of the order, and be notified of the effective date thereof.

(b) Except in the case of any license automatically suspended by the Act, a reasonable time shall be allowed, which shall not be less than 10 days between the date of issuance of the order of suspension or revocation and the date upon which such order becomes effective, during which period the licensee may make all necessary arrangements with some other person, who has a valid and effective license to safeguard the interests of consignors or other innocent parties whose property or business may be affected by such suspension or revocation and during which the licensee may terminate his affairs and business relating to the handling of produce.

(c) After the revocation of his license or during the effective period of any suspension thereof, no person shall, either directly or indirectly, through any agent, employee, or otherwise, carry on the business of a commission merchant, dealer, or broker until his status as a licensee has been restored.

(d) The suspension or revocation of a license shall not prevent the licensee from collecting amounts due on contracts entered into prior to the date of suspension or revocation or from remitting promptly to his principals and obligees.

#### PUBLICATION OF FACTS

##### § 46.34 Publicity.

Upon the issuance by the Secretary of an order revoking or suspending a license, or in case of automatic suspension of a license for failure to pay a reparation award, the Director shall cause general publicity to be given to such fact, in order that those doing business with the licensee whose license has been revoked or suspended may take due notice thereof.

#### SUNDAYS AND HOLIDAYS

##### § 46.35 Sundays and holidays excluded.

Sundays and holidays shall not be included in the computation of the 5-day period provided by section 7(d) of the Act nor in connection with the periods defined in § 46.41 with exception of paragraph (a) thereof.

##### § 46.36 Sundays and holidays included.

Sundays and holidays shall be included in the computation of all other periods mentioned in the Act or in the regulations in this part.

#### COMMODITY INSPECTION

##### § 46.37 Inspection of commodities.

Each licensee shall, during ordinary business hours, permit any duly author-

ized representative of the Department to inspect any lot of produce under his ownership or control covered by this act. Any necessary facilities for such inspection shall be extended to such representative by the licensee, his agents, and employees. The licensee shall be furnished a copy of any certificate or memorandum of inspection which is issued for any lot of his produce which is inspected in accordance with this section.

##### § 46.38 Inspection service.

The rules and regulations of the Secretary governing inspection and certification of fresh fruits and vegetables as outlined in Part 51 of this chapter; and frozen fruits and vegetables as outlined in Part 52 of this chapter, and amendments thereto, and such additional amendments as may from time to time be promulgated shall govern the inspection of such products under the Act and are hereby made a part of the regulations in this part.

#### LICENSEE'S RESPONSIBILITY FOR ACTS OF EMPLOYEES AND AGENTS

##### § 46.39 Licensee's responsibility for acts of employees and agents.

In construing and enforcing the provisions of the Act and the regulations in this part, the act, omission, or failure of any agent, officer, or other person acting for or employed by a licensee, within the scope of his employment or office, shall in every case be deemed the act, omission, or failure of the licensee.

#### COPIES OF RECORDS

##### § 46.40 Copies of records; how obtained.

Copies of records pertaining to licensees under the Act may be furnished under the conditions and at the prices prescribed in the regulations of the Department.

#### TRADE TERMS AND DEFINITIONS

##### § 46.41 Terms construed.

The following terms and definitions, when used in any contract or communication involving any transaction coming within the scope of the Act, shall be construed as follows:

(a) "Today's shipment", or shipment on a specified date (such as "shipment September 12"), means in connection with shipments by rail, that the goods referred to shall be under billing by the transportation company on the date the order is given or on the date specified in time to be picked up by a train schedule to move that day's loadings from the shipping point. When used in connection with shipments by boat, this term shall mean that the goods shall be placed alongside the boat and be under billing in time to be loaded and shipped on a boat scheduled to leave before midnight of the date specified. When used in connection with shipments by truck, this term shall mean that the goods shall be loaded and shall actually start from loading point to destination before midnight of the date specified.

(b) "Tomorrow's shipment" or "immediate shipment" means that the shipment referred to shall be under billing by the transportation company in time to

move on a transportation facility scheduled to leave not more than 24 hours later than allowed under "Today's shipment."

(c) "Quick shipment" means that the conditions of the offer, order, or confirmation will be met if the shipment is under billing by the transportation company in time to move on a transportation facility scheduled to leave not more than 48 hours later than allowed under "today's shipment."

(d) "Prompt shipment" means that the conditions of the offer, order, or confirmation will be met if the shipment is under billing by the transportation company in time to move on a transportation facility scheduled to leave not more than 72 hours later than allowed under "today's shipment."

(e) "Shipment first part of week" or "shipment early part of week" means that the produce referred to shall be under billing on Monday or Tuesday of the week specified in time to be picked up by a train scheduled to move these days' loadings from the shipping point. When used in connection with shipments by truck, this term shall mean that the goods shall be loaded and shall actually start from loading point to destination before midnight on Tuesday of the week specified.

(f) "Shipment middle of week" means that the produce referred to shall be under billing by the transportation company in time to move on a transportation facility scheduled to leave Wednesday or Thursday of the week specified. When used in connection with shipments by truck, this term shall mean that the goods shall be loaded and shall actually start from loading point to destination before midnight on Thursday of the week specified.

(g) "Shipment last of week" or "shipment latter part of week" means that the produce referred to shall be under billing by the transportation company in time to move on a transportation facility scheduled to leave on Friday or Saturday of the week specified. When used in connection with shipments by truck, this term shall mean that the goods shall be loaded and shall actually start from loading point to destination before midnight on Saturday of the week specified.

(h) "Shipment as soon as possible" or "Shipment as soon as car (truck) can be secured" means that the shipper is uncertain as to when the shipment can be made, but expects to make it within a reasonable time and will make it soon as possible. But in any case where these words are used the buyer shall, at any time after 7 days from the date the order is given, have the right to cancel the order or contract of sale, if notice of his decision so to cancel shall have been received by the shipper before shipment has been made.

(i) "F.o.b." (for example, "f.o.b. Laredo, Tex.," or "f.o.b. California") means that the produce quoted or sold is to be placed free on board the boat, car, or other agency of the through land transportation at shipping point, in suitable shipping condition (see definitions of "suitable shipping condition,"

paragraphs (j) and (k) of this section), and that the buyer assumes all risk of damage and delay in transit not caused by the seller irrespective of how the shipment is billed. The buyer shall have the right of inspection at destination before the goods are paid for to determine if the produce shipped complied with the terms of the contract at time of shipment, subject to the provisions covering suitable shipping condition.

(j) "Suitable shipping condition", in relation to direct shipments, means that the commodity, at time of billing, is in a condition which, if the shipment is handled under normal transportation service and conditions, will assure delivery without abnormal deterioration at the contract destination agreed upon between the parties: *Provided*, That the seller has no responsibility for any deterioration in transit if there is no contract destination agreed upon between the parties.

(k) "Suitable shipping condition", in connection with reconsigned rolling or tramp cars, means that the commodity, at time of sale, meets the requirements of this phrase as defined in paragraph (j) of this section, relating to direct shipments.

(l) "F.o.b. acceptance" or "Shipping point acceptance" means that the buyer accepts the produce at shipping point and has no right of rejection. The buyer has recourse against the seller if the produce was not in suitable shipping condition (see definitions, paragraphs (j) and (k) of this section) or has recourse for a material breach of contract, providing the shipment is not rejected. The buyer's remedy under this method of purchase is by recovery of damages from the seller and not by rejection.

(m) "F.o.b. acceptance final" or "Shipping point acceptance final" means that the buyer accepts the produce at shipping point and has no right of rejection. Suitable shipping condition does not apply under this trade term. The buyer does have recourse for a material breach of contract, providing the shipment is not rejected. The buyer's remedy under this type of contract is by recovery of damages from the seller and not by rejection of the shipment.

(n) "F.o.b. steamer" means that the produce is to be placed free on board steamer at shipping point, in suitable shipping condition (see definitions of "suitable shipping condition", paragraphs (j) and (k) of this section) in accordance with the terms of the contract, and that the buyer assumes all responsibility and risk of damage thereafter.

(o) "F.a.s. steamer" means that the produce is to be delivered free alongside the steamer, in suitable shipping condition (see definitions of "suitable shipping condition", paragraphs (j) and (k) of this section), in accordance with the terms of the contract, and that the buyer assumes all responsibility and risk of damage thereafter.

(p) "Delivered" or "delivered sale" means that the produce is to be delivered by the seller on board car, or truck or on dock if delivered by boat, at the market in which the buyer is located, or at

such other market as is agreed upon, free of any and all charges for transportation or protective service. The seller assumes all risks of loss and damage in transit not caused by the buyer. For example, a sale of "U.S. No. 1 potatoes delivered Chicago" means that the potatoes, when tendered for delivery at Chicago, shall meet all the requirements of the U.S. No. 1 grade as to quality and condition.

(q) "In transit", "roller", or "rolling car" means that the produce referred to is in possession of the transportation company and under movement from shipping point when the quotation is made, and that the car is moving over a route in line of haul between the point of origin and the market in which delivery is to be made, and has been so moving since date of shipment, without any delay attributable to the shipper or his agent. Unless otherwise specifically agreed, if a roller, rolling car, or a car in transit is sold f.o.b. shipping point, the buyer shall be deemed to have assumed only the lowest all-rail freight charges applicable for the shipment between the point of origin and the contract destination agreed upon between the parties together with such other charges which would have accrued if the car had been originally shipped direct to the contract destination: *Provided*, That the buyer is not liable for payment for protective services if the seller does not inform him of the kind and extent of such services ordered from the carrier.

(r) "Tramp car" or "tramp car sale" means that the produce has left the shipping point under a bill of lading issued prior to the day on which the quotation is made and has moved or is moving over a route out of line of haul with the market in which it is to be delivered or in which it is being offered or quoted, or has been moving over a route in line of haul between the point of origin and the market in which it is to be delivered or in which it is being offered or quoted, but has been delayed in transit by the seller, or has been held by the transportation company at diversion or other points en route awaiting instructions from the shipper and by such holding or delay has missed scheduled movement between points of shipment and the market in which it is to be delivered as the result of the transaction in question. Unless otherwise specifically agreed, if a "tramp car" is sold f.o.b. shipping point or a "tramp car sale" is made f.o.b. shipping point, the buyer shall be deemed to assume only the lowest authorized all-rail freight charges applicable for the shipment between the point of origin and the contract destination agreed upon between the parties, together with such other charges which would have accrued if the car had been originally shipped direct to the contract destination: *Provided*, That the buyer is not liable for payment for protective services if the seller does not inform him of the kind and extent of such services ordered from the carrier.

(s) "Rolling acceptance" means that the buyer accepts at time of purchase produce which is in the custody of the transportation company and under

movement from shipping point, under the terms and conditions described in paragraphs (q) and (r) of this section, except that the buyer assumes full responsibility for transportation of the goods from time of purchase, has no recourse against the seller because of any change in condition after time of purchase unless the goods at the time of sale were not in suitable shipping condition, and has no right of rejection on arrival. The buyer's remedy under this method of purchase is by recovery of damages from the shipper and not by rejection of the shipment. By agreement between the parties, however, the purchase may be made subject to inspection at any specified point while the car is rolling or in transit and the point at which the buyer will assume transportation charges may be specified without affecting the time of acceptance of the commodity.

(t) "Rolling acceptance final" means the same as "Rolling acceptance" except that the buyer has no recourse against the seller because of any change in condition of the produce in transit. The buyer has recourse against the seller for any material breach of the contract providing the shipment is not rejected. The buyer's remedy under this type of contract is recovery of damages from the seller and not by rejection.

(u) (1) "Track sale" or "sale on track" means a sale of produce on track after transit and after inspection or opportunity for inspection by the buyer, or his agent, who shall be considered to have waived any right to reject the commodity so purchased upon receipt by him or his duly authorized representative from the seller or his duly authorized representative of the bill of lading, delivery order, or other document enabling him to obtain the goods from the carrier.

(2) The above definition shall not be construed as depriving the buyer of a right to reparation when the unloading of the car demonstrates that a part of the lading which was not accessible to inspection was of a quality or condition materially inferior to that portion which was accessible to inspection; but notice of intention to file a claim for reparation must be given the seller within 24 hours after receipt by the buyer of the delivery order or bill of lading.

(3) If the seller gives the date of arrival when quoting price, the buyer shall, in the absence of any written memorandum of sale to the contrary, assume all charges that accrue on the shipment from the date of its arrival. If the seller fails to furnish the date of arrival when quoting price the buyer may, in the absence of any written memorandum of sale which includes the date of arrival or specific written statement as to who shall assume such charges as have accrued after arrival, assume that the shipment arrived at point of sale on the day and date upon which the purchase was made, and shall be liable only for such charges as would properly attach to a shipment arriving on the date the purchase was made.

(v) "C.a.f.," "c.a.c.," and "c.i.f." mean "cost and freight," "cost and charges,"

and "cost, insurance, and freight," respectively. C.a.f. sales shall be deemed to be the same as f.o.b. sales, except that the selling price shall include the correct freight charges to destination. C.a.c. sales shall be deemed to be the same as f.o.b. sales, except that the selling price includes the correct freight and refrigeration or heater charges to destination. C.i.f. sales shall be deemed to be the same as f.o.b. sales, except that the selling price includes insurance and the correct freight and refrigeration or heater charges to destination.

(w) "Carload," "carlot," or "car" when used in offers, quotations, or contracts in which the quantity is not more definitely specified, and in the absence of well-established trade custom or standard as to size of a "carload," "carlot," or "car" of the produce in question, means not less than the minimum quantity required by the carrier's tariff applicable to the movement, and not more than 10 percent in excess of such minimum tariff requirements, except that, where the carrier's tariffs provide alternative rates and minimum, the buyer shall state which tariff minimum must be observed, and, in event of failure so to do, the shipper may exercise his discretion, in no case, however, exceeding the higher alternative minimum quantity provided by the tariff, with only such variations therefrom as are permitted by this paragraph.

(x) "Shipping-point inspection" means that the seller is required to obtain Federal or Federal-State inspection, or such private inspection as has been mutually agreed upon, to show the compliance of the lot sold with the quality, condition, and grade specifications of the contract, and that the seller assumes the risk incident to incorrect certification.

(y) "Shipping-point inspection final," or "inspection final" following the name of the State or point, as "California inspection final," means that the seller is required to obtain Federal or Federal-State inspection, or such private inspection as has been mutually agreed upon, to show the compliance of the lot sold with the quality, condition, and grade specifications of the contract, and that the buyer assumes the risk incident to incorrect certification and is without recourse against the seller on account of quality, condition, and grade.

(z) "Subject approval Government inspection" means that the seller is required to obtain Federal or Federal-State inspection, or such private inspection as has been mutually agreed upon, and to correctly communicate, by wire or other agreed means, the statements on the certificate as to quality, condition and grade, and other essential information, whereupon the buyer, upon approval thereof, will be deemed to have accepted the produce without recourse against the seller on account of quality, condition, and grade.

(aa) "Guaranteed advance" used in connection with an advance payment on consigned produce means that the person making the advance guarantees that the net proceeds to the consignor shall at least equal the amount so advanced,

and that the consignor cannot be held liable for any deficit resulting from the sale of the produce, if such deficit is not occasioned by or contributed to by an act of the consignor.

(bb) "Accommodation advance" or "regular advance", used in connection with an advance of money or credit against anticipated net proceeds to be realized from the sale of consigned produce, means that the consignor has received an advance of money or credit and that, if the consigned produce does not sell for enough to cover the cost of transportation and handling, including customary or agreed commission and the advance made to him, the consignor must return to the person making the advance a sum equal to the deficit sustained.

(cc) "Price arrival", in the absence of a contrary specific understanding, means that the produce is shipped either direct to the customer or to an agent of the consignor, for the benefit of the customer, the price to be subject to agreement between the customer and the consignor upon the arrival of the produce at the customer's destination, with sufficient time being permitted for inspection.

(dd) "F.o.b. inspection and acceptance arrival" means that the produce quoted or sold is to be placed by the seller free on board car or other agency of through transportation at shipping point, the cost of transportation to be borne by the buyer, but the seller to assume all risks of loss and damage in transit not caused by the buyer, who has the right to inspect the goods upon arrival and to reject them if, upon such inspection, they are found not to meet the specifications of the contract of sale at destination. The buyer may not reject without reasonable cause. Such a sale is f.o.b. only as to price and is on a delivered basis as to grade, quality, and condition.

(ee) "F.o.b. sale at delivered price" means the same as f.o.b., except that transportation charges from shipping point to destination shall be borne by the seller; that is, the sale is f.o.b. as to grade, quality, and condition, and delivered as to price.

(ff) "Purchase after inspection" means a purchase of produce after inspection or opportunity for inspection by the buyer or his agent. Under this term the buyer has no right of rejection and waives all warranties as to quality or condition, except warranties expressly made by the seller.

(gg) "Cash sale" means that the buyer is required to pay the seller within 24 hours after his acceptance of the shipment.

(hh) "Joint Account—Split Above" means that the receiving joint partner will pay promptly the agreed cost of the shipment to his joint partner. After disposition of the produce, the parties will divide equally the profits on the shipment after deduction of the cost of the shipment and proper expenses from the gross proceeds. The receiving joint partner will pay all expenses and cannot recover any loss resulting from the joint venture.

The regulations contained in this subpart shall become effective on August 1,

1960, and thereupon will supersede the regulations now in effect.

Dated: May 27, 1960.

G. R. GRANGE,  
Acting Director,  
Fruit and Vegetable Division.

[F.R. Doc. 60-4975; Filed, June 1, 1960;  
8:51 a.m.]

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

**PART 937—NECTARINES GROWN  
IN CALIFORNIA**

**Exemption From Inspection**

Notice is hereby given of the approval of an amendment, hereinafter set forth, of the rules and regulations (Subpart—Rules and Regulations; 7 CFR 937.102 et seq.; 25 F.R. 238) currently in effect pursuant to 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).

The amendment changes the inspection waiver procedure prescribed in § 937.110(b) of the rules and regulations by permitting consideration of the availability of inspection at first delivery point within the production area after packing, as well as at shipping point, in the issuance of inspection waivers pursuant to § 937.55(a) of the marketing agreement and Order No. 37.

It is hereby found that it is impracticable, unnecessary, and contrary to the public interest to give preliminary notice, engage in public rule-making procedure, and postpone the effective date of this amendment until 30 days after publication in the FEDERAL REGISTER (60 Stat. 237; 5 U.S.C. 1001 et seq.); and good cause exists for making the provisions thereof effective at the time hereinafter set forth, in that the time intervening between the date when information upon which this amendment is based became available and the time such amendment must become effective in order to effectuate the declared purposes of the act is insufficient; shipments of nectarines are expected to begin on or about May 27, 1960; to be of maximum benefit during the 1960-61 season, it is necessary that the provisions of this amendment apply insofar as possible to all such shipments; and this amendment does not require any special preparation for compliance therewith which cannot be completed by the effective time thereof.

*Order.* In § 937.110(b), delete subparagraphs (2), (3), and (7), and substitute in lieu thereof new subparagraphs (2), (3), and (7) as set forth below.

**§ 937.110 Exemption from inspection.**

**(b) Waivers. \* \* \***

(2) The handler designates in such request the varieties of nectarines to be inspected, the approximate quantities by variety and the time when the nec-

tarines will be available for inspection at shipping point and also at point of first delivery within the production area after packing;

(3) The Federal-State Inspection Service furnishes the handler with a signed statement that it is not practicable, under such conditions for the Federal-State Inspection Service to make the inspection within the necessary time designated by the handler at either shipping point or point of first delivery within the production area after packing;

(7) Nothing contained in § 937.55 or in this paragraph shall prevent a handler from shipping nectarines without inspection during working hours of an announced Federal-State Inspection Service working day if (i) such handler requests inspection for such nectarines, including therein all information required under subparagraph (2) of this paragraph, and the Federal-State Inspection Service furnishes such handler with a waiver number and a signed statement that it is not practicable to make the inspection within the necessary time designated by the handler at either shipping point or point of first delivery within the production area after packing, (ii) such handler submits, or causes to be submitted, promptly to the Nectarine Administrative Committee such statement together with a report concerning such shipments containing all of the information set forth in subparagraph (5) of this paragraph, and (iii) such handler complies with the marking requirements set forth in subparagraph (6) of this paragraph.

(Secs. 1-19, 48 Stat. 31, as amended; 7 U.S.C. 601-674)

Dated: May 27, 1960, to become effective at 12:01 a.m., P.s.t., June 2, 1960.

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

[F.R. Doc. 60-4974; Filed, June 1, 1960;  
8:51 a.m.]

[Milk Order 80]

**PART 980—MILK IN WESTERN COLO-  
RADO MARKETING AREA**

**Order Suspending Certain Provision**

Pursuant to the provisions of the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601 et seq.), and of the order regulating the handling of milk in the Western Colorado Marketing area (7 CFR Part 980), it is hereby found and determined that:

(a) The following provision of the order, no longer tends to effectuate the declared policy of the Act: In § 980.51, the phrase "for the first eighteen months beginning with the effective date of prices pursuant to this section".

(b) Notice of proposed rule making, public procedure thereon, and 30 days notice of effective date hereof are impractical, unnecessary, and contrary to the public interest in that:

(1) This suspension order does not require of persons affected substantial or

extensive preparation prior to the effective date.

(2) This suspension order is necessary to reflect current marketing conditions and to maintain orderly marketing conditions in the marketing area.

(3) This suspension will continue the pricing provisions in the order which otherwise would expire on May 31, 1960, pending consideration of proposed amendments to the order. The time available, prior to the expiration date of the pricing provisions, is too short to permit the necessary analysis of the record evidence and the preparation and issuance of a recommended decision, a final decision, and an order on the proposed amendments being considered.

(4) Suspension action is based on evidence presented at a hearing held in Grand Junction, Colorado, on May 16, 1960. The request for suspension was made by the producers' association, representing about 90 percent of the producers supplying the market, and was supported by handlers.

Therefore, good cause exists for making this order effective June 1, 1960.

*It is therefore ordered,* That the aforesaid provision of the order is hereby suspended effective June 1, 1960.

(Secs. 1-19, 48 Stat. 31, as amended; 7 U.S.C. 601-674)

Issued at Washington, D.C., this 27th day of May 1960.

CLARENCE L. MILLER,  
Assistant Secretary.

[F.R. Doc. 60-4972; Filed, June 1, 1960;  
8:51 a.m.]

**Title 6—AGRICULTURAL  
CREDIT**

**Chapter IV—Commodity Stabilization  
Service and Commodity Credit Cor-  
poration, Department of Agriculture**

**SUBCHAPTER B—LOANS, PURCHASES, AND  
OTHER OPERATIONS**

[1959 C.C.C. Grain Price Support Reseal Loan  
Bulletin, Amdt. 1]

**PART 421—GRAINS AND RELATED  
COMMODITIES**

**Subpart—1959-Crop Reseal Loan Pro-  
grams for Barley, Corn, Grain  
Sorghums and Wheat**

**STORAGE AND TRACK-LOADING PAYMENTS**

The regulations issued by the Commodity Credit Corporation and the Commodity Stabilization Service published in 25 F.R. 2049, and containing the specific requirements of the 1959-crop re-seal loan programs for barley, corn, grain sorghums and wheat are amended as follows:

Section 421.4560(a)(1) is amended to provide for the amount of re-seal storage payments to be made on barley, corn, grain sorghums and wheat and paragraph (a)(2) of this section is amended to provide for the prorated storage payment for barley, corn, grain sorghums and wheat so that the amended subparagraphs read as follows:

**§ 421.4560 Storage and track-loading payments.**

(a) \* \* \*

(1) *Storage payment for full reseal period.* A storage payment in the amount of 14 cents per bushel for barley, corn and wheat and 24 cents per hundredweight for grain sorghums will be made to the producer on the quantity involved if he (i) redeems the commodity from the loan on or after the maturity date of the reseal loan (ii) delivers the commodity to CCC on or after the maturity date of the reseal loan or (iii) delivers the commodity to CCC prior to the maturity date of the reseal loan pursuant to demand by CCC for repayment of the loan solely for the convenience of CCC.

(2) *Prorated storage payment.* A storage payment determined by prorating the yearly rate according to the length of time the commodity was in store for the period beginning 60 days subsequent to the maturity date applicable to the regular loan will be made to the producer; (i) in the case of loss assumed by CCC under the provisions of the loan program; (ii) in the case of the commodity redeemed from reseal loans prior to the maturity date of the reseal loan and, (iii) in the case of the commodity delivered to CCC prior to the maturity date of the reseal loan pursuant to CCC's demand and not solely for the convenience of CCC or upon request of the producer and with the approval of CCC. The prorated storage payment will be computed at the daily rate of 0.046 cent per bushel for barley, corn and wheat and 0.079 cent per hundredweight for grain sorghums but not to exceed the amount specified in subparagraph (1) of this paragraph. In the case of losses assumed by CCC, the period for computing the storage payment shall end on the date of the loss, and in the case of redemptions, on the date of repayment.

(Sec. 4, 62 Stat. 1070, as amended; 15 U.S.C. 714b. Interpret or apply sec. 5, 62 Stat. 1072, secs. 101, 105, 301, 401, 63 Stat. 1051, 1054; 15 U.S.C. 714c; 7 U.S.C. 1421, 1441, 1442, 1447)

Issued this 27th day of May 1960.

CLARENCE D. PALMBY,  
*Acting Executive Vice President,  
Commodity Credit Corporation.*

[F.R. Doc. 60-4979; Filed, June 1, 1960; 8:52 a.m.]

**Title 14—AERONAUTICS AND SPACE**

**Chapter III—Federal Aviation Agency**

**SUBCHAPTER E—AIR NAVIGATION REGULATIONS**

[Airspace Docket No. 59-FW-68]

**PART 600—DESIGNATION OF FEDERAL AIRWAYS**

**Modification**

On November 19, 1959, a notice of proposed rule-making was published in the

FEDERAL REGISTER (24 F.R. 9345) stating that the Federal Aviation Agency was proposing to modify a segment of VOR Federal airway No. 77 between Oklahoma City, Okla., and Ponca City, Okla., by designating an east alternate via the Oklahoma City VOR 021° True and Ponca City VOR 163° True radials. Subsequent to the closing date, a modification of the proposal was published in the FEDERAL REGISTER (25 F.R. 84) amending the original proposal by proposing to designate Victor 77E via the Oklahoma City VOR 040° True and Ponca City VOR 180° True radials.

Two comments were received concerning the proposal. The Air Transport Association concurred in the designation of an east alternate. However, the Department of the Air Force objected to the proposal because the off-airway airspace east of Victor 77 is used as a basic instrument training area by ten to twelve jet aircraft from Vance AFB, Okla., below 20,000 feet, 5 days a week. Above 20,000 feet en route instrument training aircraft are passing through this area to and from navigational aids used as training facilities. Off-airway airspace to the west of Vance AFB is utilized by the other 70 to 90 Vance aircraft that are airborne 5 days per week conducting other training missions.

An IFR peak-day airway traffic survey for fiscal year 1959 showed aircraft movements on Victor 77 as forty-five. The utilization of the area in question by the Air Force aircraft operating from Vance AFB is recognized. However, it appears that there is an extensive area west of Vance AFB that is not traversed by airways and could be utilized for types of training that are required to be conducted off airways. As noted above, the volume of IFR operations between Oklahoma City and Ponca City necessitates the designation of an east alternate to Victor 77 for efficient air traffic management. The main airway segment of Victor 77 between Oklahoma City and Ponca City is used primarily as a northbound departure route. The east alternate between these points will be used as an inbound route to Oklahoma City for aircraft arriving from the north. The Federal Aviation Agency is modifying the segment of Victor 77 between Oklahoma City and Ponca City by designating an east alternate via the intersection of the Oklahoma City VOR 040° True and the Ponca City VOR 181° True radials. The 181° True radial is necessary in lieu of the 180° True radial so that the apex of Victor 77 east will coincide with the existing Stillwater, Okla., intersection. The control areas associated with Victor 77 are so designated that they will automatically conform to the modified airway. Accordingly, no amendment relating to such control areas is necessary.

Interested persons have been afforded an opportunity to participate in the making of the rule herein adopted, and due consideration has been given to all relevant matter presented.

In consideration of the foregoing, and pursuant to the authority delegated to me by the Administrator (24 F.R. 4530)

§ 600.6077 (24 F.R. 10513) is amended as follows:

In the text of § 600.6077 VOR Federal airway No. 77 (Cotulla, Tex., to Des Moines, Iowa), delete "Ponca City, Okla., omnirange station;" and substitute therefor "Ponca City, Okla., VOR, including an E alternate from the Oklahoma City VOR to the Ponca City VOR via the INT of the Oklahoma City VOR 040° T and the Ponca City VOR 181° T radials;"

This amendment shall become effective 0001 e.s.t. July 28, 1960.

(Secs. 307(a), 313(a), 72 Stat. 749, 752; 49 U.S.C. 1348, 1354)

Issued in Washington, D.C., on May 26, 1960.

D. D. THOMAS,  
*Director, Bureau of  
Air Traffic Management.*

[F.R. Doc. 60-4927; Filed, June 1, 1960; 8:46 a.m.]

[Airspace Docket No. 59-WA-366]

**PART 600—DESIGNATION OF FEDERAL AIRWAYS**

**Modification**

On March 5, 1960, a notice of proposed rule making was published in the FEDERAL REGISTER (25 F.R. 1958) stating that the Federal Aviation Agency proposed to modify a segment of VOR Federal airway No. 4 between Elkins, W. Va., and Front Royal, Va., via a VOR to be installed near Kessel, W. Va., approximately October 15, 1960.

Subsequent to publication of the notice, installation of the Kessel VOR was rescheduled, and it will now be commissioned approximately January 12, 1961.

No adverse comments were received regarding the proposed amendment.

Interested persons have been afforded an opportunity to participate in the making of the rule herein adopted, and due consideration has been given to all relevant matter presented.

The substance of the proposed amendment having been published, therefore, pursuant to the authority delegated to me by the Administrator (24 F.R. 4530) and for the reasons stated in the notice, the following action is taken:

In the text of § 600.6004 (24 F.R. 10504, 10142; 25 F.R. 2009, 2883, 3755), "INT of the Elkins VOR 077° and the Grantsville, Md., VOR 191° radials;" is deleted and "Kessel, W. Va., VOR;" is substituted therefor.

This amendment shall become effective 0001 e.s.t., January 12, 1961.

(Secs. 307(a), 313(a), 72 Stat. 749, 752; 49 U.S.C. 1348, 1354)

Issued in Washington, D.C., on May 26, 1960.

D. D. THOMAS,  
*Director, Bureau of  
Air Traffic Management.*

[F.R. Doc. 60-4928; Filed, June 1, 1960; 8:46 a.m.]

[Airspace Docket No. 59-KC-57]

**PART 600—DESIGNATION OF FEDERAL AIRWAYS****PART 601—DESIGNATION OF THE CONTINENTAL CONTROL AREA, CONTROL AREAS, CONTROL ZONES, REPORTING POINTS, AND POSITIVE CONTROL ROUTE SEGMENTS****Extension of Federal Airway and Associated Control Areas**

On December 23, 1959, a notice of proposed rule-making was published in the FEDERAL REGISTER (24 F.R. 10461) stating that the Federal Aviation Agency was considering amendments to §§ 600.6181 and 601.6181 of the regulations of the Administrator which would extend VOR Federal airway No. 181 and its associated control areas from Watertown, S. Dak., to Fargo, N. Dak.

As stated in the notice, Victor 181 presently extends from Sioux Falls, S. Dak., to Watertown. The Federal Aviation Agency is extending Victor 181 and its associated control areas from the Watertown VOR to the Fargo VOR in order to establish an interconnecting airway between Watertown and Fargo, thereby providing more efficient air traffic management by furnishing air traffic control service to aircraft now conducting off-airway direct flights between these points. This action will result in Victor 181 extending from the Sioux Falls VORTAC to the Fargo VORTAC via the Watertown VORTAC.

The Department of the Air Force stated that a confliction would result between the proposed airway and the jet letdown procedures at the Hector Aerodrome, Fargo, N. Dak. The Air Force, however, further stated that it recognized that the present IFR traffic between Watertown and Fargo justified the extension of Victor 181, but recommended that a holding fix be established on Victor 181 to permit holding airway traffic south of the area utilized for jet penetrations. The Federal Aviation Agency recognizes the need for the holding fix recommended by the Air Force and the designation of the extension to Victor 181 will provide the controlled airspace required for such holding fix.

No other comments were received regarding the proposed amendments.

Interested persons have been afforded an opportunity to participate in the making of the rules herein adopted, and due consideration has been given to all relevant matter presented.

The substance of the proposed amendments having been published, therefore, pursuant to the authority delegated to me by the Administrator (24 F.R. 4530) and for the reasons stated in the notice, §§ 600.6181 (24 F.R. 10520) and 601.6181 (24 F.R. 10602) are amended to read:

§ 600.6181 VOR Federal airway No. 181 (Sioux Falls, S. Dak., to Fargo, N. Dak.).

From the Sioux Falls, S. Dak., VOR-TAC via the Watertown, S. Dak., VOR-TAC to the Fargo, N. Dak., VORTAC.

§ 601.6181 VOR Federal airway No. 181 control areas (Sioux Falls, S. Dak., to Fargo, N. Dak.).

All of VOR Federal airway No. 181.

These amendments shall become effective 0001 e.s.t., July 28, 1960.

(Secs. 307(a), 313(a), 72 Stat. 749, 752; 49 U.S.C. 1348, 1354)

Issued in Washington, D.C., on May 26, 1960.

D. D. THOMAS,  
Director, Bureau of  
Air Traffic Management.

[F.R. Doc. 60-4929; Filed, June 1, 1960; 8:46 a.m.]

[Airspace Docket No. 60-NY-6]

**PART 600—DESIGNATION OF FEDERAL AIRWAYS****PART 601—DESIGNATION OF THE CONTINENTAL CONTROL AREA, CONTROL AREAS, CONTROL ZONES, REPORTING POINTS, AND POSITIVE CONTROL ROUTE SEGMENTS****Revocation of Segment of Federal Airway, Associated Control Areas and Reporting Points**

On March 9, 1960, a notice of proposed rule making was published in the FEDERAL REGISTER (25 F.R. 2018) stating that the Federal Aviation Agency proposed to revoke the segment of Red Federal airway No. 33 from Morris, Conn., to Chicopee Falls, Mass., its associated control areas and designated reporting points.

No adverse comments were received regarding the proposed amendments.

Interested persons have been afforded an opportunity to participate in the making of the rules herein adopted, and due consideration has been given to all relevant matter presented.

The substance of the proposed amendments having been published, therefore, pursuant to the authority delegated to me by the Administrator (24 F.R. 4530) and for the reasons stated in the notice, §§ 600.233 (24 F.R. 10497, 25 F.R. 336), 601.233 (24 F.R. 10544) and 601.4233 (24 F.R. 10595) are amended to read:

§ 600.233 Red Federal airway No. 33 (Norfolk, Va., to Richmond, Va.).

From the INT of the E course of the Langley, Va., AFB RR and the N course of the Norfolk, Va., Navy RR via the Langley AFB RR to the Richmond, Va., RR.

§ 601.233 Red Federal airway No. 33 control areas (Norfolk, Va., to Richmond, Va.).

All of Red Federal airway No. 33.

§ 601.4233 Red Federal airway No. 33 (Norfolk, Va., to Richmond, Va.).

No reporting point designation.

These amendments shall become effective 0001 e.s.t. July 28, 1960.

(Secs. 307(a), 313(a), 72 Stat. 749, 752; 49 U.S.C. 1348, 1354)

Issued in Washington, D.C., on May 26, 1960.

D. D. THOMAS,  
Director, Bureau of  
Air Traffic Management.

[F.R. Doc. 60-4930; Filed, June 1, 1960; 8:46 a.m.]

[Airspace Docket No. 60-WA-66]

**PART 600—DESIGNATION OF FEDERAL AIRWAYS****PART 601—DESIGNATION OF THE CONTINENTAL CONTROL AREA, CONTROL AREAS, CONTROL ZONES, REPORTING POINTS, AND POSITIVE CONTROL ROUTE SEGMENTS****Revocation of Segment of Federal Airway and Associated Control Areas**

On March 26, 1960, a notice of proposed rule making was published in the FEDERAL REGISTER (25 F.R. 2590) stating that the Federal Aviation Agency proposed to revoke the segment of Red Federal airway No. 17 between Rantoul, Ill., and Rensselaer, Ind., and its associated control areas.

No adverse comments were received regarding the proposed amendments.

Interested persons have been afforded an opportunity to participate in the making of the rules herein adopted, and due consideration has been given to all relevant matter presented.

The substance of the proposed amendments having been published, therefore, pursuant to the authority delegated to me by the Administrator (24 F.R. 4530) and for the reasons stated in the notice, the following actions are taken:

1. Section 600.217 (24 F.R. 10496, 9366) is amended to read:

§ 600.217 Red Federal airway No. 17 (Martinsburg, W. Va., to Baltimore, Md.).

From the Martinsburg, W. Va., RR via the INT of a line bearing 011° True from the Springfield, Va., RBN and the W course of the Baltimore, Md., RR to the Baltimore RR.

2. Section 601.217 (24 F.R. 10544, 9366) is amended to read:

§ 601.217 Red Federal airway No. 17 control areas (Martinsburg, W. Va., to Baltimore, Md.).

All of Red Federal airway No. 17.

3. Section 601.4217 (24 F.R. 10594, 9366) is amended to read:

§ 601.4217 Red Federal airway No. 17 (Martinsburg, W. Va., to Baltimore, Md.).

The INT of a line bearing 011° True from the Springfield, Va., RBN and the W course of the Baltimore, Md., RR; Baltimore, Md., RR.

These amendments shall become effective 0001 e.s.t., July 28, 1960.

(Secs. 307(a), 313(a), 72 Stat. 749, 752; 49 U.S.C. 1348, 1354)

Issued in Washington, D.C., on May 25, 1960.

GEORGE S. CASSADY,  
Brigadier General, U.S. Air Force, Acting Director, Bureau of Air Traffic Management.

[F.R. Doc. 60-4931; Filed, June 1, 1960; 8:46 a.m.]

[Airspace Docket No. 59-FW-96]

**PART 600—DESIGNATION OF FEDERAL AIRWAYS**

**PART 601—DESIGNATION OF THE CONTINENTAL CONTROL AREA, CONTROL AREAS, CONTROL ZONES, REPORTING POINTS, AND POSITIVE CONTROL ROUTE SEGMENTS**

**Revocation of Federal Airway, Associated Control Areas and Reporting Points**

On April 2, 1960, a notice of proposed rule making was published in the FEDERAL REGISTER (25 F.R. 2805) stating that the Federal Aviation Agency proposed to revoke Red Federal airway No. 84 in its entirety, together with its associated control areas and designated reporting points.

No adverse comments were received regarding the proposed amendments.

Interested persons have been afforded an opportunity to participate in the making of the rules herein adopted, and due consideration has been given to all relevant matter presented.

The substance of the proposed amendments having been published, therefore, pursuant to the authority delegated to me by the Administrator (24 F.R. 4530) and for the reasons stated in the notice, Parts 600 (24 F.R. 10487) and 601 (24 F.R. 10530) are amended as follows:

1. Section 600.284 *Red Federal airway No. 84 (Meridian, Miss., to Maxwell AFB, Ala.)* is revoked.
2. Section 601.284 *Red Federal airway No. 84 control areas (Meridian, Miss., to Maxwell AFB, Ala.)* is revoked.
3. Section 601.4284 *Red Federal airway No. 84 (Meridian, Miss., to Maxwell AFB, Ala.)* is revoked.

These amendments shall become effective 0001 e.s.t. July 28, 1960.

(Secs. 307(a), 313(a), 72 Stat. 749, 752; 49 U.S.C. 1348, 1354)

Issued in Washington, D.C., on May 25, 1960.

GEORGE S. CASSADY,  
Brigadier General, U.S. Air Force, Acting Director, Bureau of Air Traffic Management.

[F.R. Doc. 60-4932; Filed, June 1, 1960; 8:46 a.m.]

[Airspace Docket No. 59-WA-132]

**PART 600—DESIGNATION OF FEDERAL AIRWAYS**

**PART 601—DESIGNATION OF THE CONTINENTAL CONTROL AREA, CONTROL AREAS, CONTROL ZONES, REPORTING POINTS, AND POSITIVE CONTROL ROUTE SEGMENTS**

**Revocation of Federal Airway, Associated Control Areas and Designated Reporting Points**

On December 10, 1959, a notice of proposed rule-making was published in the FEDERAL REGISTER (24 F.R. 9996) stating that the Federal Aviation Agency was considering amendments to Parts 600 and 601 of the regulations of the Administrator which would revoke in its entirety Blue Federal airway No. 87 and its associated control areas.

As stated in the notice, Blue 87 and its associated control areas presently extend from Lexington, Ky., to the North Hampton, Ohio, Intersection. Justification for the revocation of Blue 87 was the proposed designation of a Restricted Area/Military Climb Corridor for Wright-Patterson AFB, Dayton, Ohio, which would overlie Blue 87 longitudinally between Cincinnati, Ohio, and Dayton, and the small amount of IFR traffic using the airway. Subsequent to the issuance of the notice, the Department of the Air Force advised it no longer had a requirement for a Restricted Area/Military Climb Corridor at Wright-Patterson AFB. However, the Federal Aviation Agency considers that Blue 87 is unjustified as an assignment of airspace on the basis of the IFR traffic activity only. Coincident with this action, § 601.4687 relating to the reporting points associated with this airway, is also being revoked.

No adverse comments were received regarding the proposed amendments.

Interested persons have been afforded an opportunity to participate in the making of the rules herein adopted, and due consideration has been given to all relevant matter presented.

In consideration of the foregoing, and pursuant to the authority delegated to me by the Administrator (24 F.R. 4530) Part 600 (24 F.R. 10487) and Part 601 (24 F.R. 10530) are amended as follows:

1. Section 600.687 *Blue Federal airway No. 87 (Lexington, Ky., to Dayton, Ohio)* is revoked.
2. Section 601.687 *Blue Federal airway No. 87 control areas (Lexington, Ky., to Dayton, Ohio)* is revoked.
3. Section 601.4687 *Blue Federal airway No. 87 (Lexington, Ky., to Dayton, Ohio)* is revoked.

These amendments shall become effective 0001 e.s.t. July 28, 1960.

(Secs. 307(a), 313(a), 72 Stat. 749, 752; 49 U.S.C. 1348, 1354)

Issued in Washington, D.C., on May 25, 1960.

GEORGE S. CASSADY,  
Brigadier General, U.S. Air Force, Acting Director, Bureau of Air Traffic Management.

[F.R. Doc. 60-4933; Filed, June 1, 1960; 8:46 a.m.]

[Airspace Docket No. 59-WA-70]

**PART 600—DESIGNATION OF FEDERAL AIRWAYS**

**PART 601—DESIGNATION OF THE CONTINENTAL CONTROL AREA, CONTROL AREAS, CONTROL ZONES, REPORTING POINTS, AND POSITIVE CONTROL ROUTE SEGMENTS**

**PART 602—ESTABLISHMENT OF CODED JET ROUTES AND NAVIGATIONAL AIDS IN THE CONTINENTAL CONTROL AREA**

**Extension of Federal Airway, Associated Control Areas; Establishment of Coded Jet Route**

On October 28, 1959, a notice of proposed rule making was published in the FEDERAL REGISTER (24 F.R. 8749) stating that the Federal Aviation Agency was considering amendments to §§ 600.6146 and 601.6146, and Part 602, of the regulations of the Administrator which would extend VOR Federal airway No. 146 and its associated control areas and establish VOR/VORTAC jet route No. 68.

As stated in the notice, Victor 146 presently extends from Wilkes-Barre, Pa., to Providence, R.I. The Federal Aviation Agency is extending Victor 146 from the Providence VOR to the Nantucket VOR and establishing jet route J-68-V from the Nantucket VOR via the Providence VOR to the intersection of the Providence VOR 270° True and the Boston VOR 231° True radials which, in conjunction with VOR Federal airway No. 30 and VOR/VORTAC jet route No. 62, will provide a dual airway structure for incoming and departing overseas traffic between the Idlewild, N.Y., International Airport and Europe. This action will result in Victor 146 and its associated control areas extending from Wilkes-Barre to Nantucket and jet route J-68-V extending from Nantucket via the Providence VOR to the intersection of the Providence VOR 270° True and the Boston VOR 231° True radials.

The Department of the Navy Regional Airspace Officer in the New York Regional Office objected to both the extension of Victor 146 and the establishment of jet route J-68-V as (a) they would create an area of high density VFR Navy and civilian air traffic inconsistent with good safety practices; (b) aircraft holding at 20,000 feet MSL over the Quonset Point, R.I., radio range or VOR, or shut-

ting down from 30,000 feet MSL, will penetrate the airway and/or jet route structure; and (c) the airway and/or jet route structure would limit utilization of the established Navy jet penetrations into Quonset Point Naval Air Station including the procedure whereby aircraft inbound from seaward may be cleared inbound from Nantucket for en route penetration. The Federal Aviation Agency does not agree there is any basis for a statement that an airway or jet route per se, attracts VFR civilian air traffic. The second objection that aircraft holding at 20,000 feet MSL or shuttling down from 30,000 feet MSL will penetrate the airway and/or jet route structure is true. However, procedural arrangements have been developed between the Boston Air Route Traffic Center and the Quonset Point Radar Air Traffic Control Center for altitude use at 23,000 feet and below, as and when required within the RATCC area of control jurisdiction, and will provide for maximum available utilization of the RATCC radar in its application to the control of traffic along the airway. Additionally, the Boston ARTCC will provide separation between the Navy jet aircraft on IFR flight plans, shuttling between 30,000 feet and 20,000 feet to land at the Quonset Point NAS, and en route aircraft on Victor 146 and/or jet route J-68-V. The third objection refers mainly to conflict between en route aircraft on Victor 146 and/or jet route J-68-V and Navy jet aircraft conducting an en route penetration from Nantucket. This, too, will be resolved procedurally by the Boston ARTCC.

The Air Transport Association, the Airline Pilots Association and the Department of the Air Force submitted comments reflecting concurrence with the proposed amendments.

Interested persons have been afforded an opportunity to participate in the making of the rules herein adopted, and due consideration has been given to all relevant matter presented.

In consideration of the foregoing, and pursuant to the authority delegated to me by the Administrator (24 F.R. 4530), § 600.6146 (24 F.R. 10518), § 601.6146 (24 F.R. 10601), and Part 602 (14 CFR, 1958 supp., Part 602) are amended as follows:

**§ 600.6146 [Amendment]**

1. Section 600.6146 *VOR Federal airway No. 146 (Wilkes-Barre, Pa., to Providence, R.I.)*:

(a) In the caption delete "(Wilkes-Barre, Pa., to Providence, R.I.)" and substitute therefor "(Wilkes-Barre, Pa., to Nantucket, Mass.)."

(b) In the text delete "to the Providence, R.I., omnirange station." and substitute therefor "Providence, R.I., VOR; to the Nantucket, Mass., VOR."

**§ 601.6146 [Amendment]**

2. In the caption of § 601.6146 *VOR Federal airway No. 146 control areas (Wilkes-Barre, Pa., to Providence, R.I.)*, delete "(Wilkes-Barre, Pa., to Providence, R.I.)" and substitute therefor "(Wilkes-Barre, Pa., to Nantucket, Mass.)."

3. Section 602.568 is added to read:

**§ 602.568 VOR/VORTAC jet route No. 68 (Providence, R.I., to Nantucket, Mass.).**

From the INT of the Providence VOR 270° T and the Boston, Mass., VOR 231° T radials via the Providence, R.I., VOR to the Nantucket, Mass., VOR.

These amendments shall become effective 0001 e.s.t. July 28, 1960.

(Secs. 307(a), 313(a), 72 Stat. 749, 752; 49 U.S.C. 1348, 1354)

Issued in Washington, D.C., on May 25, 1960.

GEORGE S. CASSADY,  
Brigadier General, U.S. Air  
Force, Acting Director, Bureau of Air Traffic Management.

[F.R. Doc. 60-4921; Filed, June 1, 1960; 8:45 a.m.]

[Airspace Docket No. 60-WA-32]

**PART 601—DESIGNATION OF THE CONTINENTAL CONTROL AREA, CONTROL AREAS, CONTROL ZONES, REPORTING POINTS, AND POSITIVE CONTROL ROUTE SEGMENTS**

**Modification of Control Area Extensions**

The purpose of this amendment to §§ 601.1008 and 601.1175 of the regulations of the Administrator is to delete all reference to the Beaufort, S.C., Restricted Area (R-563) in the description of the Savannah, Ga., control area extension (601.1008) and the Charleston, S.C., control area extension (601.1175). Designation of Restricted Area (R-563) expired on December 1, 1959.

Since this amendment reduces a burden on the public, compliance with the notice, public procedure, and effective date requirements of section 4 of the Administrative Procedure Act is unnecessary.

In consideration of the foregoing, and pursuant to the authority delegated to me by the Administrator (24 F.R. 4530) §§ 601.1008 (24 F.R. 10547) and 601.1175 (24 F.R. 10556) are amended as follows:

1. In the text of § 601.1008 *Control area extension (Savannah, Ga.)*, delete: "Beaufort Restricted Area R-563,".

2. In the text of § 601.1175 *Control area extension (Charleston, S.C.)*, delete: "The portions of this control area which lie within the Beaufort Restricted Area (R-563) shall be used only after obtaining prior approval from the Federal Aviation Agency Air Traffic Control."

This amendment shall become effective upon date of publication in the FEDERAL REGISTER.

(Secs. 307(a), 313(a), 72 Stat. 749, 752; 49 U.S.C. 1348, 1354)

Issued in Washington, D.C., on May 26, 1960.

D. D. THOMAS,  
Director, Bureau of  
Air Traffic Management.

[F.R. Doc. 60-4922; Filed, June 1, 1960; 8:45 a.m.]

[Airspace Docket No. 59-KC-32]

**PART 601—DESIGNATION OF THE CONTINENTAL CONTROL AREA, CONTROL AREAS, CONTROL ZONES, REPORTING POINTS, AND POSITIVE CONTROL ROUTE SEGMENTS**

**Modification of Control Zone**

On December 29, 1959, a notice of proposed rule-making was published in the FEDERAL REGISTER (24 F.R. 10917) stating that the Federal Aviation Agency was considering an amendment to § 601.2061 of the regulations of the Administrator which would modify the Lincoln, Nebr., control zone.

As stated in the notice, the Lincoln control zone is presently designated within a 5-mile radius of the Lincoln Air Force Base with extensions 10 miles north of the Lincoln radio range based on the radio range north course, 15 miles south of the Lincoln AFB based on the radio range south course, and 12 miles northwest of the Lincoln ILS outer marker based on the former ILS localizer front course at its previous location. The ILS, which previously served runway 14, has been relocated to serve runway 35, so the control zone extension to the northwest is being revoked. The approach procedure based on the south course of the radio range has been canceled, so the extension to the south is being shortened to the Sprague, Nebr., radio beacon. A new instrument approach procedure has been prescribed based on the Raymond, Nebr., VOR, so a new extension is being designated to the north-northeast. The extension based on the radio range north course is being extended 2 miles to protect aircraft making instrument approaches in their descent below 1,000 feet above the airport surface. This action will result in the Lincoln control zone being redesignated within 5 miles of the geographical center of the air base (latitude 40°50'35" N, longitude 96°45'42" W); within 2 miles either side of the north course of the Lincoln radio range extending from the 5-mile radius zone to a point 12 miles north of the radio range; within 2 miles either side of the 195° True and 015° True radials of the Raymond, Nebr., VOR, extending from the 5-mile radius zone to a point 12 miles north-northeast of the Raymond VOR; and within 2 miles either side of the south course of the Lincoln ILS localizer from the 5-mile radius zone to the Sprague, Nebr., radio beacon.

The Aircraft Owners and Pilots Association objected to the proposal because the need for flight of aircraft at an altitude below 1,000 feet above ground at a distance beyond 5 miles from the field is not established in the proposal. However, in accordance with the prescribed radio range, VOR, and ADF instrument approaches at Lincoln AFB, aircraft are authorized to descend to an altitude of 702 feet above the terrain within 10 nautical miles of the Lincoln radio range and the Raymond VOR, and an altitude of 700 feet above the terrain after passing the Sprague radio beacon. Therefore, the Federal Aviation Agency

considers that the control zone extensions to the north, north-northeast, and to the south are required for the full protection of the instrument approaches.

The Department of the Air Force submitted comments concurring with the proposed amendment.

Interested persons have been afforded an opportunity to participate in the making of the rule herein adopted, and due consideration has been given to all relevant matter presented.

The substance of the proposed amendment having been published, therefore, pursuant to the authority delegated to me by the Administrator (24 F.R. 4530) and for the reasons set forth in the notice, § 601.2061 (24 F.R. 10574) is amended to read:

**§ 601.2061 Lincoln, Nebr., control zone.**

Within a 5-mile radius of the geographical center of the Lincoln Air Force Base (latitude 40°50'35" N., longitude 96°45'42" W.); within 2 miles either side of the N course of the Lincoln RR extending from the 5-mile radius zone to a point 12 miles N.; within 2 miles either side of the 195° T and the 015° T radials of the Raymond, Nebr., VOR, extending from the 5-mile radius zone to a point 12 miles NNE of the VOR; and within 2 miles either side of the S course of the Lincoln ILS localizer from the 5-mile radius zone to the Sprague, Nebr., RBN.

This amendment shall become effective 0001 e.s.t. July 23, 1960.

(Secs. 307(a), 313(a), 72 Stat. 749, 752; 49 U.S.C. 1348, 1354)

Issued in Washington, D.C., on May 26, 1960.

D. D. THOMAS,  
Director, Bureau of  
Air Traffic Management.

[F.R. Doc. 60-4923; Filed, June 1, 1960; 8:45 a.m.]

[Airspace Docket No. 59-NY-53]

**PART 601—DESIGNATION OF THE CONTINENTAL CONTROL AREA, CONTROL AREAS, CONTROL ZONES, REPORTING POINTS, AND POSITIVE CONTROL ROUTE SEGMENTS**

**Designation of Control Zone**

On March 26, 1960, a notice of proposed rule making was published in the FEDERAL REGISTER (25 F.R. 2591) stating that the Federal Aviation Agency proposed to designate a control zone at Lancaster, Pa.

No adverse comments were received regarding the proposed amendment.

Interested persons have been afforded an opportunity to participate in the making of the rule herein adopted, and due consideration has been given to all relevant matter presented.

The substance of the proposed amendment having been published, therefore, pursuant to the authority delegated to me by the Administrator (24 F.R. 4530)

and for the reasons stated in the notice, Part 601 (24 F.R. 10530) is hereby amended by adding the following section:

**§ 601.2045 Lancaster, Pa., control zone.**

Within a 5-mile radius of the geographical center of the Lancaster, Pa., Municipal Airport (latitude 40°07'16" N., longitude 76°17'47" W.), within 2 miles either side of the 128° True radial of the Lancaster VOR extending from the VOR to a point 12 miles SE of the VOR and within 2 miles either side of the 260° True radial of the Lancaster VOR extending from the VOR to a point 12 miles W of the VOR.

This amendment shall become effective 0001 e.s.t. July 28, 1960.

(Secs. 307(a), 313(a), 72 Stat. 749, 752; 49 U.S.C. 1348, 1354)

Issued in Washington, D.C., on May 25, 1960.

GEORGE S. CASSADY,  
Brigadier General, U.S. Air  
Force, Acting Director, Bureau  
of Air Traffic Management.

[F.R. Doc. 60-4924; Filed, June 1, 1960; 8:45 a.m.]

[Airspace Docket No. 59-WA-439]

**PART 601—DESIGNATION OF THE CONTINENTAL CONTROL AREA, CONTROL AREAS, CONTROL ZONES, REPORTING POINTS, AND POSITIVE CONTROL ROUTE SEGMENTS**

**Modification of Control Zone**

On March 26, 1960, a notice of proposed rule making was published in the FEDERAL REGISTER (25 F.R. 2593) stating that the Federal Aviation Agency proposed to modify the San Antonio, Tex. (Kelly AFB), control zone.

No adverse comments were received regarding the proposed amendment.

Interested persons have been afforded an opportunity to participate in the making of the rule herein adopted, and due consideration has been given to all relevant matter presented.

The substance of the proposed amendment having been published, therefore, pursuant to the authority delegated to me by the Administrator (24 F.R. 4530) and for the reasons stated in the notice, § 601.2311 (24 F.R. 10586) is amended to read:

**§ 601.2311 San Antonio, Tex. (Kelly AFB), control zone.**

Within a 5-mile radius of the geographical center of Kelly Air Force Base (latitude 29°22'37" N., longitude 98°34'50" W.), within 2 miles either side of the ILS localizer N course extending from the 5-mile radius zone to the ILS OM, and within 2 miles either side of the Somerset, Tex., VOR 035° True radial extending from the 5-mile radius zone to the Somerset VOR.

This amendment shall become effective 0001 e.s.t. July 28, 1960.

(Secs. 307(a), 313(a), 72 Stat. 749, 752; 49 U.S.C. 1348, 1354)

Issued in Washington, D.C., on May 25, 1960.

GEORGE S. CASSADY,  
Brigadier General, U.S. Air  
Force, Acting Director, Bureau  
of Air Traffic Management.

[F.R. Doc. 60-4925; Filed, June 1, 1960; 8:46 a.m.]

[Airspace Docket No. 60-KC-2]

**PART 601—DESIGNATION OF THE CONTINENTAL CONTROL AREA, CONTROL AREAS, CONTROL ZONES, REPORTING POINTS, AND POSITIVE CONTROL ROUTE SEGMENTS**

**Modification of Control Zone**

On March 24, 1960, a notice of proposed rule making was published in the FEDERAL REGISTER (25 F.R. 2496) stating that the Federal Aviation Agency proposed to modify the Glenview, Ill., control zone.

No adverse comments were received regarding the proposed amendment.

Interested persons have been afforded an opportunity to participate in the making of the rule herein adopted, and due consideration has been given to all relevant matter presented.

The substance of the proposed amendment having been published, therefore, pursuant to the authority delegated to me by the Administrator (24 F.R. 4530) and for the reasons stated in the notice, the following action is taken:

Section 601.2100 (24 F.R. 10576) is amended to read:

**§ 601.2100 Glenview, Ill., control zone.**

Within a 5-mile radius of the geographical center of the Glenview, Ill., Naval Air Station (latitude 42°05'21" N., longitude 87°49'07" W.), within 2 miles either side of the NW course of the Glenview, Ill., RR extending from the 5-mile radius zone to a point 12 miles NW of the RR, and within 2 miles either side of the 158° True radial of the Northbrook, Ill., VOR extending from the Glenview 5-mile radius zone and the Chicago, Ill. (O'Hare International Airport) 5-mile radius zone to the VOR, excluding that portion which overlies the Chicago, Ill. (O'Hare International Airport) control zone.

This amendment shall become effective 0001 e.s.t. July 28, 1960.

(Secs. 307(a), 313(a), 72 Stat. 749, 752; 49 U.S.C. 1348, 1354)

Issued in Washington, D.C., on May 25, 1960.

GEORGE S. CASSADY,  
Brigadier General, U.S. Air  
Force, Acting Director, Bureau  
of Air Traffic Management.

[F.R. Doc. 60-4926; Filed, June 1, 1960; 8:46 a.m.]

[Airspace Docket No. 59-WA-319]

## PART 602—ESTABLISHMENT OF CODED JET ROUTES AND NAVIGATIONAL AIDS IN THE CONTINENTAL CONTROL AREA

### Jet Route

On November 10, 1959, a notice of proposed rule-making was published in the FEDERAL REGISTER (24 F.R. 9170) stating that the Federal Aviation Agency proposed to amend Part 602 of the regulations of the Administrator by establishing VOR/VORTAC jet route No. 88 from Santa Barbara, Calif., to Los Angeles, Calif.

As stated in the notice, the Federal Aviation Agency proposed to establish jet route No. 88-V from the intersection of the Bakersfield, Calif., VOR 210° True and the Los Angeles VOR 298° True radials to the Los Angeles VOR to make available a coded jet route within the United States for jet operations between Los Angeles and Hawaii. This intersection overlies the Santa Barbara VOR which is presently a medium altitude coverage facility. However, as the Santa Barbara VOR was converted to a high altitude coverage facility approximately April 1, 1960, jet route No. 88-V will be established from the Santa Barbara VOR to the Los Angeles VOR.

The Department of the Air Force has registered an objection to the establishment of the jet route stating that it would conflict with a climb corridor proposed at Oxnard, Calif., AFB. The Air Force further stated that any modification of the proposed route should be consistent with full radar coverage capability to avoid any serious restrictions to Air Force air operations in this area.

It has been determined that the altitudes in use on this route in the area of the climb corridor will ordinarily be transitional and below the altitudes designated for the climb corridor. Additionally, adequate radar coverage, for air traffic management purposes exists for the route.

No other adverse comments were received regarding the proposed amendment.

Interested persons have been afforded an opportunity to participate in the making of the rule herein adopted, and due consideration has been given to all relevant matter presented.

In consideration of the foregoing, and pursuant to the authority delegated to me by the Administrator (24 F.R. 4530) Part 602 (14 CFR, 1958 Supp., Part 602) is amended by adding the following section:

§ 602.588 VOR/VORTAC jet route No. 88 (Santa Barbara, Calif., to Los Angeles, Calif.).

From the Santa Barbara, Calif., VOR to the Los Angeles, Calif., VOR.

This amendment shall become effective 0001 e.s.t. July 28, 1960.

(Secs. 307(a), 313(a), 72 Stat. 749, 752; 49 U.S.C. 1348, 1354)

Issued in Washington, D.C., on May 25, 1960.

GEORGE S. CASSADY,  
Brigadier General, U.S. Air Force,  
Acting Director, Bureau of Air Traffic Management.

[F.R. Doc. 60-4920; Filed, June 1, 1960; 8:45 a.m.]

## Title 16—COMMERCIAL PRACTICES

### Chapter I—Federal Trade Commission

[Docket 7689 c.o.]

#### PART 13—PROHIBITED TRADE PRACTICES

##### Carteret Jr. Fashions Corp. and Aaron Dworkowitz

Subpart—Neglecting, unfairly or deceptively, to make material disclosure: § 13.1845 *Composition*; § 13.1845-80 *Wool Products Labeling Act*.

(Sec. 6, 38 Stat. 722; 15 U.S.C. 46. Interpret or apply sec. 5, 38 Stat. 719, as amended, secs. 2-5, 54 Stat. 1128-1130; 15 U.S.C. 45, 68-68(c)) [Cease and desist order, Carteret Jr. Fashions Corp., et al., New York, N.Y., Docket 7689, April 2, 1960]

*In the Matter of Carteret Jr. Fashions Corp. a Corporation, and Aaron Dworkowitz, Individually and as Officer of Said Corporation*

The complaint in this case charged New York City manufacturers with violating the Wool Products Labeling Act by failing to label ladies' dresses as to wool content.

Accepting a consent agreement, the hearing examiner made his initial decision and order to cease and desist which became on April 4 the decision of the Commission.

The order to cease and desist is as follows:

*It is ordered*, That respondents Carteret Jr. Fashions Corp., a corporation, and its officers, and Aaron Dworkowitz individually and as an officer of said corporation, and respondents' representatives, agents and employees, directly or through any corporate or other device, in connection with the introduction or manufacture for introduction into commerce, or the offering for sale, sale, transportation or distribution in commerce, as "commerce" is defined in the Federal Trade Commission Act and the Wool Products Labeling Act of 1939, of ladies' dresses or other wool products, as such products are defined in and subject to said Wool Products Labeling Act, do forthwith cease and desist from misbranding such products by failing to affix labels to such products showing each element of information required to be disclosed by section 4(a)(2) of the Wool Products Labeling Act.

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

*It is ordered*, That respondent Carteret Jr. Fashions Corp., a corporation, and Aaron Dworkowitz, individually and as officer of said corporation, shall, within sixty (60) days after service upon them of this order, file with the Commission a report in writing, setting forth in detail the manner and form in which they have complied with the order to cease and desist.

Issued: April 1, 1960.

By the Commission.

[SEAL] ROBERT M. PARRISH,  
Secretary.

[F.R. Doc. 60-4939; Filed, June 1, 1960; 8:47 a.m.]

[Docket 7574 c.o.]

#### PART 13—PROHIBITED TRADE PRACTICES

##### Damascus Hosiery Mills, Inc., et al.

Subpart—Misbranding or mislabeling; § 13.1185 *Composition*; § 13.1185-90 *Wool Products Labeling Act*. Subpart—Neglecting, unfairly or deceptively, to make material disclosure; § 13.1845 *Composition*; § 13.1845 *Wool Products Labeling Act*.

(Sec. 6, 38 Stat. 722; 15 U.S.C. 46. Interpret or apply sec. 5, 38 Stat. 719, as amended, secs. 2-5, 54 Stat. 1128-1130; 16 U.S.C. 45, 68-68(c)) [Cease and desist order, Damascus Hosiery Mills, Inc., et al., Damascus, Va., Docket 7574, April 1, 1960]

*In the Matter of Damascus Hosiery Mills, Inc., a Corporation, and B. P. Murphy, R. G. Minton, and G. A. Hall, Individually and as Officers of Said Corporation*

This proceeding was heard by a hearing examiner on the complaint of the Commission charging Damascus, Va., manufacturers with violating the Wool Products Labeling Act by labeling as "100 percent Wool sole cushioning", men's hosiery the soles of which in fact contained a substantial quantity of non-wool fibers, and by failing to disclose on labels the fiber composition of sections of the hosiery which were recognizably distinct as required.

On the basis of a consent agreement, the hearing examiner made his initial decision and order to cease and desist which became on April 1 the decision of the Commission.

The order to cease and desist is as follows:

*It is ordered*, That the respondents, Damascus Hosiery Mills, Inc., a corporation, and its officers, and B. P. Murphy, individually and as an officer of said corporation, and G. A. Hall, as an officer of said corporation, and respondents' representatives, agents and employees, directly or through any corporate or other device, in connection with the introduction or manufacture for introduction into commerce, or the offering for sale, sale, transportation or distribution in commerce, as "commerce" is defined in the Federal Trade Commission Act and the Wool Products Labeling Act of 1939,

[Docket 7681 c.o.]

**PART 13—PROHIBITED TRADE PRACTICES**

**Fell-Bass, Inc., et al.**

Subpart—Misbranding or mislabeling: § 13.1185 *Composition*; § 13.1185–90 *Wool Products Labeling Act*. Subpart—Neglecting, unfairly or deceptively, to make material disclosure: § 13.1852 *Formal regulatory and statutory requirements*; § 13.1852–80 *Wool Products Labeling Act*.

(Sec. 6, 38 Stat. 722; 15 U.S.C. 46. Interpret or apply Sec. 5, 38 Stat. 719, as amended, Secs. 2–5, 54 Stat. 1128–1130; 15 U.S.C. 45, 68–68(c)) [Cease and desist order, Fell-Bass, Inc., et al., New York, N.Y., Docket 7681, April 1, 1960]

*In the Matter of Fell-Bass, Inc., a Corporation, and Sam Fell, Theodore Fell and Kermit Bass, Individually and as Officers of Said Corporation*

The complaint in this proceeding charged New York City manufacturers with violating the Wool Products Labeling Act by tagging as "100% Virgin Wool" ladies' skirts composed of fabrics containing substantially less than 100% wool, and by failing to label other wool products as required.

On the basis of a consent agreement, the hearing examiner made his initial decision and order to cease and desist which became on April 1 the decision of the Commission.

The order to cease and desist is as follows:

*It is ordered*, That respondents Fell-Bass, Inc., a corporation, and its officers, and Sam Fell, Theodore Fell, and Kermit Bass, individually and as officers of said corporation, and respondents' agents, representatives and employees, directly or through any corporate or other device, in connection with the introduction or manufacture for introduction into commerce, or the offering for sale, sale, transportation or distribution in commerce, as "commerce" is defined in the Federal Trade Commission Act and the Wool Products Labeling Act of 1939, of "wool products", as such products are defined in and subject to the Wool Products Labeling Act of 1939, do forthwith cease and desist from misbranding such products by:

1. Falsely or deceptively stamping, tagging, labeling or otherwise identifying such products as to the character or amount of the constituent fibers contained or included therein;
2. Failing to affix labels to such products showing each element of information required to be disclosed by section 4(a) (2) of the Wool Products Labeling Act of 1939.

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

*It is ordered*, That the above-named respondents shall, within sixty (60) days after service upon them of this order, file with the Commission a report in writing, setting forth in detail the manner

of men's hosiery or other wool products, do forthwith cease and desist from misbranding such products by:

1. Falsely and deceptively stamping, tagging or labeling or otherwise falsely identifying such products as to the character or amount of the constituent fibers contained therein;

2. Failing to securely affix to or place on each such product a stamp, tag, label, or other means of identification showing in a clear and conspicuous manner:

(a) The percentage of the total fiber weight of such wool product exclusive of ornamentation not exceeding five per centum of said total fiber weight, of (1) wool, (2) reprocessed wool, (3) reused wool, (4) each fiber other than wool where said percentage by weight of such fiber is five per centum or more, and (5) the aggregate of all other fibers; (b) The maximum percentages of the total weight of such wool product of any non-fibrous loading, filling, or adulterating matter; (c) The name or the registered identification number of the manufacturer of such wool product or of one or more persons engaged in introducing such wool product into commerce, or in the offering for sale, sale, transportation, distribution, or delivery for shipment thereof in commerce, as "commerce" is defined in the Wool Products Labeling Act of 1939.

3. Failing to set forth on stamps, tags, labels or other means of identification attached to such products the information required under section 4(a) (2) (A) of the Wool Products Labeling Act with respect to each specifically designated section of a wool product composed of two or more sections where such sections are of a different fiber composition and are recognizably distinct.

4. Falsely or deceptively designating the character or amount of the fibers contained in any section of a wool product composed of two or more sections which are recognizably distinct in violation of Rule 23 of the rules and regulations promulgated pursuant to the Wool Products Labeling Act of 1939.

*It is further ordered*, That the complaint be dismissed as to respondent R. G. Minton and as to G. A. Hall as an individual.

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

*It is ordered*, That respondents Damascus Hosiery Mills, Inc., a corporation, and B. P. Murphy, individually and as an officer of said corporation, and G. A. Hall, as an officer of said corporation, shall, within sixty (60) days after service upon them of this order, file with the Commission a report in writing setting forth in detail the manner and form in which they have complied with the order to cease and desist.

and form in which they have complied with the order to cease and desist.

Issued: April 1, 1960.

By the Commission.

[SEAL] ROBERT M. PARRISH, Secretary.

[F.R. Doc. 60-4941; Filed, June 1, 1960; 8:47 a.m.]

[Docket 6418]

**PART 13—PROHIBITED TRADE PRACTICES**

**Marvin Accessories, Inc., et al.**

Subpart—Importing, selling, or transporting flammable wear: § 13.1060 *Importing, selling, or transporting flammable wear*.

(Sec. 6, 38 Stat. 722; 15 U.S.C. 46. Interpret or apply Sec. 5, 38 Stat. 719, as amended, 67 Stat. 111; 15 U.S.C. 45, 1191) [Cease and desist order, Marvin Accessories, Inc., et al., New York, N.Y., Docket 6418, April 11, 1960]

*In the Matter of Marvin Accessories, Inc., a Corporation, and Julius Ruderman and Fannie Ruderman, Individually and as Officers of Said Corporation*

The complaint in this case charged New York City importers with selling in commerce silk scarves manufactured in Japan which were so highly flammable as to be dangerous when worn.

After trial of the issues, the hearing examiner made his initial decision, including findings, conclusions and order to cease and desist, which became on April 11 the decision of the Commission.

The order to cease and desist is as follows:

*It is ordered*, That respondents Marvin Accessories, Inc., and its officers, and respondents Julius Ruderman and Fannie Ruderman, individually and as officers of said corporation, and respondents' representatives, agents and employees, directly or through any corporate or other device do forthwith cease and desist from:

1. Importing into the United States; or
2. Selling, offering for sale, introducing, delivering for introduction, transporting or causing to be transported in commerce, as "commerce" is defined in the Flammable Fabrics Act; or
3. Transporting or causing to be transported, for the purpose of sale or delivery after sale in commerce,

any article of wearing apparel, which under the provisions of section 4 of said Flammable Fabrics Act, as amended is so highly flammable as to be dangerous when worn by individuals.

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

*It is further ordered*, That the respondents, Marvin Accessories, Inc., a corporation, and Julius Ruderman and Fannie Ruderman, individually and as officers of said corporation, shall, within sixty (60) days after service upon them of this order, file with the Commission

Issued: April 1, 1960.

By the Commission.

[SEAL] ROBERT M. PARRISH, Secretary.

[F.R. Doc. 60-4940; Filed, June 1, 1960; 8:47 a.m.]

a report, in writing, setting forth in detail the manner and form in which they have complied with the order to cease and desist contained in the initial decision as modified.

Issued: April 11, 1960.

By the Commission.

[SEAL] ROBERT M. PARRISH,  
Secretary.

[F.R. Doc. 60-4942; Filed, June 1, 1960;  
8:48 a.m.]

[Docket 7658 c.o.]

## PART 13—PROHIBITED TRADE PRACTICES

### Toycraft Associates, Inc., et al.

Subpart—Furnishing means and instrumentalities of misrepresentation or deception: § 13.1055 *Furnishing means and instrumentalities of misrepresentation or deception*; § 13.1055-50 *Preticketing merchandise misleadingly*. Subpart—Misbranding or mislabeling: § 13.1280 *Price*. Subpart—Misrepresenting oneself and goods—Prices; § 13.1811 *Fictitious preticketing*.

(Sec. 6, 38 Stat. 722; 15 U.S.C. 46. Interpret or apply sec. 5, 38 Stat. 719, as amended; 15 U.S.C. 45) [Cease and desist order, Toycraft Associates, Inc., et al., Brooklyn, N.Y., Docket 7658, April 1, 1960]

*In the Matter of Toycraft Associates, Inc., a Corporation, and Harold Miller, Individually and as an Officer of Said Corporation, and Phil Miller, an Individual*

This proceeding was heard by a hearing examiner on the complaint of the Commission charging manufacturers in Brooklyn, N.Y. with selling their stuffed toy animals with tickets attached, or supplied for use therewith, printed with fictitious and greatly exaggerated prices, thus represented falsely as the usual retail selling prices.

Based on a consent agreement, the hearing examiner made his initial decision and order to cease and desist which became on April 1 the decision of the Commission.

The order to cease and desist is as follows:

*It is ordered*, That the respondents Toycraft Associates, Inc., a corporation, its officers and Harold Miller, individually and as an officer of the corporation, and Phil Miller, an individual, and respondents' agents, representatives and employees, directly or through any corporate or other device, in the connection with the offering for sale, sale, or distribution of stuffed toy animals or any other products in commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from directly or indirectly:

1. Representing, by preticketing or in any other manner, that any amount is the usual and regular retail price of merchandise when such amount is in excess of the price at which said merchandise is usually and regularly sold at retail in the trade area or areas where the representations are made.

2. Furnishing any means or instrumentality to others by and through which they may mislead the public as to the usual and customary prices of respondents' merchandise.

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

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

Issued: April 1, 1960.

By the Commission.

[SEAL] ROBERT M. PARRISH,  
Secretary.

[F.R. Doc. 60-4943; Filed, June 1, 1960;  
8:48 a.m.]

## Title 21—FOOD AND DRUGS

### Chapter I—Food and Drug Administration, Department of Health, Education, and Welfare

#### SUBCHAPTER B—FOOD AND FOOD PRODUCTS

### PART 120—TOLERANCES AND EXEMPTIONS FROM TOLERANCES FOR PESTICIDE CHEMICALS IN OR ON RAW AGRICULTURAL COMMODITIES

#### Extension of Effective Date of Public Law 86-139 as It Affects Section 408 of the Federal Food, Drug, and Cosmetic Act

Effective on publication in the FEDERAL REGISTER § 120.35 (25 F.R. 1943, 2836, 3351) is amended by changing the item "ethylene \* \* \*" to read as follows:

Ethylene.. On pineapple to induce flowering.

Do.... For use in degreening and maturing of fruits and vegetables.

This action is taken pursuant to authority provided in Public Law 86-139 (73 Stat. 288, 7 U.S.C. 135 et seq.) and delegated to the Commissioner of Food and Drugs by the Secretary of Health, Education, and Welfare (22 F.R. 1045, 23 F.R. 9500).

Dated: May 24, 1960.

[SEAL] JOHN L. HARVEY,  
Deputy Commissioner  
of Food and Drugs.

[F.R. Doc. 60-4947; Filed, June 1, 1960;  
8:49 a.m.]

## Title 25—INDIANS

### Chapter I—Bureau of Indian Affairs, Department of the Interior

#### SUBCHAPTER H—ECONOMIC ENTERPRISES

### PART 88—COMMERCIAL INDIAN FISHING IN ALASKA

On page 3079 of the FEDERAL REGISTER of April 9, 1960, there was published a

notice of intention to amend Subchapter H of 25 CFR by adding Part 88. The purpose of this amendment is to perpetuate certain fishing rights long recognized by Federal statutes, regulations, and custom and secured to the Alaska Eskimos, Indians and Aleuts by section 4 of the Alaska Statehood Act of July 7, 1958.

Interested persons were given an opportunity to submit their views, data, or arguments in writing on the proposed regulations to the Commissioner, Bureau of Indian Affairs, Washington 25, D.C. within 30 days from the date of publication of the notice in the FEDERAL REGISTER.

Several comments regarding the proposed regulations were received. They dealt mainly with the sections providing for the authorization of fishtrap operation by three native communities of Kake, Angoon and Metlakatla, and the declaration of an exclusive fishery at the Karluk reservation.

The written comments, suggestions and objections were thoroughly considered and discussed during the 30 day period.

In addition, in response to their request to be heard, an opportunity was extended to seven Alaska canners operating on Kodiak Island to orally present their view on the proposed regulations pertaining to the Karluk reservation. Further, this department sought the views of the native inhabitants of the Karluk reservation as to their plans and desires for the utilization of reservation waters for the 1960 fishing season.

At the request of the native inhabitants of the Karluk reservation, the waters of the Karluk reservation will continue to remain open to fishing by others during the 1960 season and beach seine gear as heretofore authorized will be covered in these regulations.

As a result of such consideration and discussion, the following changes have been made: The wording of § 88.2 has been revised to clarify the language pertaining to the locations and periods in which traps may be operated. The wording in § 88.2(a) as published would allow the operation of Indian traps at any time fishing was allowed by the State in the established fishing section in which the traps are located or at any time fishing was allowed in adjacent district. The newly proposed wording would key the trap fishing season in each section to the periods in which purse seine fishing is permitted by the State in the respective sections, with one exception. In the case of Metlakatla traps the fishing season would be keyed to the purse seine fishing season in the Southeast Section of Clarence Strait, and also to the seining season in the adjacent general section of the Southern District, since relatively little purse seining is conducted in the Southeast Section of Clarence Strait.

The headnote for § 88.5 published as Fishing restrictions, Karluk Indian Reservation, has been amended to read Commercial Fishing, Karluk Indian Reservation. The language of this section has also been revised, in accordance with comments received from the natives of

the Karluk reservation and others, to provide that the waters of the Karluk Indian reservation shall be open to native inhabitants of the village of Karluk and vicinity and to other persons insofar as the fishing activities of the latter do not restrict or interfere with fishing by such natives. Further, the newly worded section provides for the use of beach seines up to 250 fathoms in length by natives and, prior to July 1, for their fishing up to within 100 yards of the mouth of the Karluk River.

The changes suggested in § 88.7, Personal Use fishing by native Indians, are based on the information that the Alaska regulations concerning personal use fishing are substantially the same as those previously in existence under Federal regulation.

A new part entitled Commercial Indian Fishing in Alaska containing nine sections, designated § 88.1 to 88.9, to read as set forth below is added to Subchapter H.

- Sec.  
88.1 Scope.  
88.2 Restrictions on Indian fish traps.  
88.3 Size and operation of Indian salmon traps.  
88.4 Definition Karluk Indian Reservation.  
88.5 Commercial Fishing, Karluk Indian Reservation.  
88.6 Commercial salmon fishing by native Indians in the Yukon and Kuskokwim Rivers.  
88.7 Personal use fishing by native Indians.  
88.8 Modification of regulations.  
88.9 Enforcement.

AUTHORITY: §§ 88.1 to 88.9 issued under 25 U.S.C. 2 and 9, 5 U.S.C. 485, and section 4 of the Act of July 7, 1958, 72 Stat. 339 as amended.

#### § 88.1 Scope.

The regulations in this part implement section 4 of the Act of July 7, 1958, 72 Stat. 339, as amended, by declaring existing fishing rights of Indians in Alaska and providing for the protection and control thereof. Provisions for those rights which derive from the Act of June 6, 1924, as amended, 48 U.S.C. 221 et seq., and the limitations and sanctions necessary to preserve such rights are included herein. The regulations in this part are permissive, but shall not be construed as a limitation upon any native rights not mentioned in this part.

#### § 88.2 Restrictions on Indian traps.

(a) Subject to the limitations of paragraph (e) of this section, not more than twenty-one salmon fish traps may be, but are not required to be, utilized for the purpose of salmon trap fishing by Indian villages. Such fish trap operations, if the natives elect to engage in them, shall be conducted as heretofore and only at sites hereinafter described, and within the fishing districts and fishing sections defined in the 1960 edition of the Regulations of the Alaska Board of Fish and Game for Commercial Fishing in Alaska.

(b) Angoon Community Association: Salmon trap fishing is permitted, but not required, at the following sites within the southern section of the western district when any salmon purse seine fishing is permitted by the State of

Alaska in the southern section of the western district:

(1) Chicago Island at 57°36'16" north latitude, 134°51'34" west longitude.

(2) Admiralty Island at 57°22'28" north latitude, 134°34'18" west longitude.

(3) Killisnoo Island at 57°28'15" north latitude, 134°36'35" west longitude.

(4) Admiralty Island at 57°13'52" north latitude, 134°39'05" west longitude.

(c) Organized Village of Kake: Salmon trap fishing is permitted but not required, at the following sites within the General Section of the eastern district when any salmon purse seine fishing is permitted by the State of Alaska in the General Section of the eastern district:

(1) Stephens Passage at 57°21'20" north latitude, 133°27'02" west longitude.

(2) Frederick Sound at 57°11'27" north latitude, 133°34'02" west longitude.

(3) Frederick Sound at 57°10'52" north latitude, 133°32'44" west longitude.

(4) Admiralty Island at 57°18'40" north latitude, 133°57'21" west longitude.

(5) Admiralty Island at 57°10'29" north latitude, 134°12'53" west longitude.

(6) Herring Bay at 57°07'21" north latitude, 134°19'45" west longitude.

(7) Admiralty Island at 57°04'02" north latitude, 134°25'20" west longitude.

(8) Kupreanof Island at 57°01'23" north latitude, 134°02'50" west longitude.

(9) Kuiu Island at 56°55'52" north latitude, 134°16'08" west longitude.

(d) Metlakatla Indian Community (Annette Island Fishery Reserve): Salmon trap fishing is permitted, but not required, at the following sites within the southeast section of the Clarence Strait District from the opening date set by the State of Alaska for any salmon purse seine fishing in the General Section of the southern district to the closing date set by the State for any salmon purse seine fishing in the southeast section of the Clarence Strait District, or one week following the closing date set by the State for any salmon purse seine fishing in the General Section of the southern district, whichever date is later:

(1) Annette Island at 55°15'09" north latitude, 131°36'00" west longitude.

(2) Annette Island at 55°12'52" north latitude, 131°36'10" west longitude.

(3) Annette Island at 55°02'47" north latitude, 131°38'53" west longitude.

(4) Annette Island at 55°05'41" north latitude, 131°36'39" west longitude.

(5) Annette Island at 55°01'54" north latitude, 131°38'36" west longitude.

(6) Annette Island at 55°00'45" north latitude, 131°38'30" west longitude.

(7) Annette Island at 54°59'41" north latitude, 131°36'48" west longitude.

(8) Ham Island at 55°10'13" north latitude, 131°19'31" west longitude.

(e) During the 1960 fishing season and until the Secretary or his authorized representative determines otherwise,

and if the villages elect to operate any fish traps, the villages may operate traps only at the following sites: Angoon: (1), (2), and (4); Kake: (3), (4), (8), and (9); Metlakatla: (2), (3), (4), and (6).

#### § 88.3 Size and operation of Indian salmon traps.

(a) No trap shall extend more than 900 feet from shore to the outer face of the pot as measured at mean high tide when any part is in a greater depth of water than 100 feet.

(b) Poles shall be permanently secured to the webbing at each side of the mouth of the pot tunnel and shall extend from the tunnel floor to a height of at least 4 feet above the water. A draw line shall be reeved through the lower end of both poles and the top of one. During any period when commercial net fishing for salmon is prohibited by the State of Alaska in the water open to trap fishing as above described, the tunnel walls shall be overlapped as far as possible, the line pulled tight and both secured so as to close the trap to fishing. In addition 25 feet of the webbing of the heart on each side next to the pot shall be lifted or lowered in such manner as to permit the free passage of salmon and other fish.

#### § 88.4 Definition, Karluk Indian reservation.

The Karluk Indian reservation includes all waters extending 3,000 feet from the shore at mean low tide on Kodiak Island beginning at the end of a point of land on the shore of Shelikof Strait about 1¼ miles east of Rocky Point and in approximate latitude 57°39'40" N., longitude 154°12'20" W.; thence south approximately 8 miles to latitude 57°32'30" N.; thence west approximately 12½ miles to the confluence of the north shore of Sturgeon River with the east shore of Shelikof Strait; thence northeasterly following the easterly shore of Shelikof Strait to the place of beginning, containing approximately 35,200 acres.

#### § 88.5 Commercial fishing, Karluk Indian reservation.

(a) The waters of the Karluk Indian reservation shall be open to commercial fishing by bona fide native inhabitants of the native village of Karluk and vicinity, and to other persons insofar as the fishing activities of the latter do not restrict or interfere with fishing by such natives. Such natives shall not be required to obtain a license to engage in commercial fishing in the waters of the Karluk Indian reservation.

(b) Commercial fishing for salmon by native inhabitants of the native village of Karluk and vicinity in the waters of the Karluk Indian reservation shall be in accordance with the seasonal and gear restrictions of the 1960 edition of the Regulations of the Alaska Board of Fish and Game for Commercial Fishing in Alaska in the Karluk District except that: (1) Beach seines up to 250 fathoms in length may be used northeast of Cape Karluk; and (2) prior to July 1, fishing shall be permitted to within 100 yards of the Karluk River where it breaks

through the Karluk Spit into Shelikof Strait.

**§ 88.6 Commercial salmon fishing by native Indians in the Yukon and Kuskokwim Rivers.**

Certain fishing rights in the Yukon and Kuskokwim Rivers granted by Federal law and running to the native Indians of Alaska are preserved in the Statehood Act. Since the 1960 edition of the Regulations of the Alaska Board of Fish and Game for Commercial Fishing in Alaska has embraced these rights, no additional provision therefor is made at this time in the regulations in this part.

**§ 88.7 Personal use fishing by native Indians.**

Subsistence or personal use fishing rights granted by Federal law to the Indians of Alaska, are preserved in the Statehood Act. The 1960 edition of the Regulations of the Alaska Board of Fish and Game for Commercial Fishing in Alaska has substantially provided for continuance of these rights and no additional provision therefor is made at this time in the regulations in this part.

**§ 88.8 Modification of regulations.**

The regulations in this part will be modified from time to time as the Secretary of the Interior may deem necessary. The native Indians and Indian villages of Alaska shall be governed by the regulations in this part in the waters where they apply or by the regulations of the State of Alaska, whichever are least restrictive to their fishing operations.

**§ 88.9 Enforcement.**

Fishing activities in violation of the regulations in this part will be subject to the sanctions imposed by the Act of June 6, 1924, as amended, 48 U.S.C. 226.

The proposed amendment to the regulations, as changed, is hereby adopted. As set forth herein, this amendment is effective upon publication in the FEDERAL REGISTER because the fishing season in Alaska opens within the next 30 days.

FRED A. SEATON,  
Secretary of the Interior.

MAY 25, 1960.

[F.R. Doc. 60-4944; Filed, June 1, 1960;  
8:48 a.m.]

## Title 49—TRANSPORTATION

### Chapter I—Interstate Commerce Commission

#### SUBCHAPTER B—CARRIERS BY MOTOR VEHICLES [No. 32156]

#### PART 181—COMMON AND CONTRACT CARRIERS OF PASSENGERS

##### Miscellaneous Amendments

At a session of the Interstate Commerce Commission held at its office in Washington, D.C., on the 16th day of May 1960.

Having under consideration certain modifications of the accounting regulations for motor carriers of passengers, pursuant to the provisions of section 220 of the Interstate Commerce Act, as amended, and the notice of proposed rule making published in the FEDERAL REGISTER January 30, 1960 (25 F.R. 817), with all responses thereto given due consideration;

*It is ordered*, That the modifications of the regulations (49 CFR Part 181) which appear below and are made a part hereof shall become effective July 1, 1960; and,

*It is further ordered*, That this order be served on each Class I common and contract motor carrier of passengers subject to its provisions, and on every trustee, receiver, executor, administrator, or assignee of such motor carrier, and notice shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D.C., and by filing with the Director, Office of the Federal Register.

(Sec. 204, 49 Stat. 546, as amended; 49 U.S.C. 304. Interpret or apply Sec. 220, 49 Stat. 563, as amended; 49 U.S.C. 320)

By the Commission.

[SEAL] HAROLD D. MCCOY,  
Secretary.

1. Add the following new and additional section:

**§ 181.02-31 Amortization of intangibles.**

When it becomes reasonably evident that the term of existence of an intangible, the cost of which is included in account 1550, Other Intangible Property, has become limited or its value impaired, its cost shall be amortized by charges to account 7500, Other Deductions, over the remaining estimated period of usefulness, or the entire cost may be written off by charges to account 2946, Other Debits to Surplus, with concurrent credits to account 2600, Reserve for Amortization—Carrier Operating Property, unless otherwise authorized or directed by the Commission.

**§ 181.1550 [Amendment]**

In § 181.1550 *Other intangible property*, in paragraph (b) of the text of the account change the period at the end of the paragraph to a comma and add the following clause: "except as otherwise provided for in § 181.02-31."

[F.R. Doc. 60-4959; Filed, June 1, 1960;  
8:50 a.m.]

[No. 32155]

#### PART 182—UNIFORM SYSTEM OF ACCOUNTS FOR CLASS I COMMON AND CONTRACT MOTOR CARRIERS OF PROPERTY

##### Miscellaneous Amendments

At a session of the Interstate Commerce Commission held at its office in

Washington, D.C., on the 16th day of May 1960.

Having under consideration certain modifications of the accounting regulations for motor carriers of property, pursuant to the provisions of section 220 of the Interstate Commerce Act, as amended, and the notice of proposed rule making published in the FEDERAL REGISTER January 30, 1960 (25 F.R. 818), with all responses thereto given due consideration;

*It is ordered*, That the modifications of the regulations (49 CFR Part 182) which appear below and are made a part hereof shall become effective July 1, 1960; and,

*It is further ordered*, That this order be served on each Class I and Class II common and contract motor carrier of property subject to its provisions, and on every trustee, receiver, executor, administrator, or assignee of such motor carrier, and notice shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D.C., and by filing with the Director, Office of the Federal Register.

(Sec. 204, 49 Stat. 546, as amended; 49 U.S.C. 304. Interpret or apply sec. 220, 49 Stat. 563, as amended; 49 U.S.C. 320)

By the Commission.

[SEAL] HAROLD D. MCCOY,  
Secretary.

**§ 182.01-23 [Amendment]**

1. In § 182.01-23 *Depreciation and amortization*, in paragraph (d) in the latter part of the text following the comma after the words "account 1550, Other Intangible Property", and preceding the word "may" insert the following: "except those relating to the acquisition of a distinct operating unit for which specific provision is made in § 182.01-29."

2. Add the following new and additional section:

**§ 182.01-29 Amortization of intangibles.**

When it becomes reasonably evident that the term of existence of an intangible, the cost of which is included in account 1550, Other Intangible Property, has become limited or its value impaired, its cost shall be amortized by charges to account 7500, Other Deductions, over the remaining estimated period of usefulness, or the entire cost may be written off by charges to account 2948, Other Debits to Earned Surplus, with concurrent credits to account 2600, Reserve for Amortization—Carrier Operating Property, unless otherwise authorized or directed by the Commission.

**§ 182.1550 [Amendment]**

3. In § 182.1550 *Other intangible property*, in paragraph (b) of the text of the account change "§§ 182.01-21 and 182.01-23" to read "§§ 182.01-21, 182.01-23, and 182.01-29."

[F.R. Doc. 60-4960; Filed, June 1, 1960;  
8:51 a.m.]

# Proposed Rule Making

## DEPARTMENT OF AGRICULTURE

Agricultural Marketing Service

[ 7 CFR Parts 27, 28 ]

### COTTON

#### Grade; Wasty Staple

Notice is hereby given, in accordance with section 4 of the Administrative Procedure Act (5 U.S.C. 1003), that the Agricultural Marketing Service is considering amendments of the Regulations for Cotton Classification under Cotton Futures Legislation (7 CFR Part 27, Subpart A) and the Regulations under the United States Cotton Standards Act (7 CFR Part 28, Subpart A), pursuant to authority contained in sec. 4863 of the Internal Revenue Code of 1954 (68A Stat. 582; 26 U.S.C. 4863) and in sec. 10 of the United States Cotton Standards Act (42 Stat. 1519; 7 U.S.C. 61).

The primary purposes of the proposed amendments are to (1) delete from the cotton classing regulations the definition of cotton of immature staple and substitute therefor a definition of cotton of wasty staple, and (2) delete from the cotton classing regulations the present provisions that require determinations of the staple length to which reduced and staple length from which reduced for cotton that is irregular or defective in staple.

The proposed amendments are as follows:

1. Section 27.37 of the Regulations for Cotton Classification under Cotton Futures Legislation and § 28.39 of the Regulations under the United States Cotton Standards Act would both be amended to read as follows:

*Cotton reduced in grade.* If cotton be reduced in grade, by reason of the presence of extraneous matter or other irregularities or defects, below its grade according to the official cotton standards of the United States, the grade from which it is so reduced, and the condition or reason which so reduces its grade shall be determined and stated.

2. Paragraph (b) of § 27.38 of the Regulations for Cotton Classification under Cotton Futures Legislation and paragraph (b) of § 28.40 of the Regulations under the United States Cotton Standards Act would be deleted and the following new paragraph (b) substituted therefor in both of said sections:

(b) *Cotton of wasty staple.* Cotton that has a weak, irregular, or immature staple.

It is proposed that the amendments would become effective July 1, 1960.

Any interested person who wishes to submit written data, views, or arguments concerning the proposed amendments may do so by filing them with the Director, Cotton Division, Agricultural Marketing Service, United States Department of Agriculture, Washington 25, D.C., not later than 15 days after publication of this notice in the FEDERAL REGISTER.

Done at Washington, D.C., this 26th day of May 1960.

ROY W. LENNARTSON,  
Deputy Administrator,  
Agricultural Marketing Service.

[F.R. Doc. 60-4977; Filed, June 1, 1960; 8:51 a.m.]

### [ 7 CFR Part 52 ]

#### CANNED SWEET CHERRIES

##### United States Standards for Grades; <sup>1</sup> Minimum Drained Weights

Notice is hereby given that the United States Department of Agriculture is considering an amendment to the United States Standards for Grades of Canned Sweet Cherries (7 CFR 52.821-52.836) pursuant to the authority contained in the Agricultural Marketing Act of 1946 (Secs. 202-208, 60 Stat. 1087, as amended; 7 U.S.C. 1621-1627). The amendment proposes to adjust the recommended minimum drained weights for cherries in No. 10 cans and in certain packing media set forth in Table I in § 52.828 (7 CFR 52.828).

All persons who desire to submit written data, views, or arguments for consideration in connection with the proposed amendment should file the same with the Chief, Processed Products Standardization and Inspection Branch, Fruit and Vegetable Division, Agricultural Marketing Service, United States Department of Agriculture, Washington 25, D.C., not later than 30 days after publication hereof in the FEDERAL REGISTER.

It is proposed to amend Table I in § 52.828 to read as follows:

TABLE I—RECOMMENDED MINIMUM DRAINED WEIGHTS FOR PITTED AND UNPITTED CANNED SWEET CHERRIES

Container size or designation (metal, unless otherwise stated)	In extra heavy sirups and in declared "dietetic packs" whether or not packed in water	In heavy sirups	In light sirup and in slightly sweetened water or juice	Other than declared "dietetic packs" packed in water
S Z tall.....	4 $\frac{3}{4}$	5	5 $\frac{1}{4}$	5 $\frac{3}{4}$
No. 1 tall.....	9 $\frac{3}{4}$	10	10 $\frac{1}{4}$	10 $\frac{3}{4}$
No. 303.....	9 $\frac{3}{4}$	10	10 $\frac{1}{4}$	10 $\frac{3}{4}$
No. 303 glass....	9 $\frac{3}{4}$	10	10 $\frac{1}{4}$	10 $\frac{3}{4}$
No. 2.....	12	12 $\frac{1}{2}$	12 $\frac{3}{4}$	12 $\frac{3}{4}$
No. 2 $\frac{1}{2}$ .....	17 $\frac{1}{4}$	18	18 $\frac{1}{4}$	18 $\frac{3}{4}$
No. 2 $\frac{1}{2}$ glass....	17 $\frac{1}{4}$	17 $\frac{3}{4}$	18 $\frac{1}{4}$	18 $\frac{3}{4}$
No. 10.....	64 $\frac{1}{2}$	66 $\frac{1}{2}$	70	70

<sup>1</sup> Compliance with the requirements of these standards shall not excuse failure to comply with the provisions of the Federal Food, Drug, and Cosmetic Act or with applicable state laws and regulations.

(Secs. 202-208, 60 Stat. 1087, as amended; 7 U.S.C. 1621-1627)

Dated: May 26, 1960.

F. R. BURKE,  
Acting Deputy Administrator,  
Marketing Services.

[F.R. Doc. 60-4952; Filed, June 1, 1960; 8:49 a.m.]

### [ 7 CFR Part 52 ]

#### CONCENTRATED TOMATO JUICE

##### United States Standards for Grades <sup>1</sup>

Notice is hereby given that the United States Department of Agriculture is considering the issuance of the United States Standards for Grades of Concentrated Tomato Juice (7 CFR, 52.5201-52.5210) pursuant to the authority contained in the Agricultural Marketing Act of 1946 (Secs. 202-208, 60 Stat. 1087, as amended; 7 U.S.C. 1621-1627). These standards, if made effective, will be the first issue by the Department of grades standards for this product.

All persons who desire to submit written data, views, or arguments for consideration in connection with the proposed standards should file the same with the Chief, Processed Products Standardization and Inspection Branch, Fruit and Vegetable Division, Agricultural Marketing Service, U.S. Department of Agriculture, Washington 25, D.C., not later than 30 days after publication hereof in the FEDERAL REGISTER.

The proposed standards are as follows:

##### PRODUCT DESCRIPTION AND GRADES

Sec.  
52.5201 Product description.  
52.5202 Grades of concentrated tomato juice.

##### FILL OF CONTAINER

52.5203 Recommended fill of container.

##### FACTORS OF QUALITY

52.5204 Ascertaining the grade of a sample unit.  
52.5205 Color.  
52.5206 Consistency.  
52.5207 Defects.  
52.5208 Flavor.

##### LOT INSPECTION AND CERTIFICATION

52.5209 Ascertaining the grade of a lot.

##### SCORE SHEET

52.5210 Score sheet for concentrated tomato juice.

AUTHORITY: §§ 52.5201 to 52.5210 issued under sec. 202-208, 60 Stat. 1087, as amended; 7 U.S.C. 1621-1627).

<sup>1</sup> Compliance with the provisions of these standards shall not excuse failure to comply with the provisions of the Federal Food, Drug, and Cosmetic Act or with applicable state laws and regulations.

## PRODUCT DESCRIPTION AND GRADES

## § 52.5201 Product description.

"Concentrated tomato juice" means the product prepared from clean, sound tomatoes of the red or reddish varieties, as such product is defined in the Standard of Identity for Tomato Puree (21 CFR 53.20; 25 F.R. 1687) issued pursuant to the Federal Food, Drug, and Cosmetic Act. When packed in hermetically sealed containers it is sufficiently processed by heat, before or after sealing, to assure preservation of the product.

## § 52.5202 Grades of concentrated tomato juice.

(a) "U.S. Grade A" (or "U.S. Fancy") is the quality of concentrated tomato juice that, when properly reconstituted, (1) has a good color; (2) has a good consistency; (3) is practically free from defects; (4) has a good flavor; and (5) scores not less than 85 points when scored in accordance with the scoring system outlined in this subpart: *Provided*, That the reconstituted tomato juice may have only a fairly good color, scoring not less than 25 points and a fairly good consistency, if the total score is not less than 85 points.

(b) "U.S. Grade C" (or "U.S. Standard") is the quality of concentrated tomato juice that, when properly reconstituted, (1) has a fairly good color; (2) has a fairly good consistency; (3) is fairly free from defects; (4) has a fairly good flavor; and (5) scores not less than 70 points when scored in accordance with the scoring system outlined in this subpart.

(c) "Substandard" is the quality of concentrated tomato juice that fails to meet the requirements of U.S. Grade C.

## FILL OF CONTAINER

## § 52.5203 Recommended fill of container.

Fill of container is not incorporated in the grades of the finished product, since fill of container, as such, is not a factor of quality for the purposes of these grades. It is recommended that each container of concentrated tomato juice be filled as full as practicable without impairment of quality, and that the product occupy not less than 90 percent of the capacity of the container.

## FACTORS OF QUALITY

## § 52.5204 Ascertaining the grade of a sample unit.

In addition to considering other requirements outlined in the standards, the quality factors of color, consistency, defects, and flavor are evaluated by applying appropriate criteria to the reconstituted tomato juice prepared by thoroughly mixing the concentrated tomato juice with three volumes of water. The relative importance of each factor is expressed numerically on the scale of 100. The maximum number of points that may be given for each such factor is:

Factors:	Points
Color.....	30
Consistency.....	15
Defects.....	15
Flavor.....	40
Total score.....	100

## § 52.5205 Color.

(a) *General*. (1) The amount of red in the reconstituted tomato juice is determined by comparing the color of the product with that produced by spinning a combination of the following Munsell color discs:

- Disc 1—Red (5R 2.6/13) (glossy finish).  
 Disc 2—Yellow (2.5 YR 5/12) (glossy finish).  
 Disc 3—Black (N1) (glossy finish).  
 Disc 4—Grey (N4) (mat finish).

(2) Such comparison is to be made under a diffused light source of approximately 250 foot-candle intensity and having a spectral quality approximating that of daylight under a moderately overcast sky, and a color temperature of 7500 degrees Kelvin  $\pm$  200 degrees. With the light source directly over the disc and product, observation is made at an angle of 45 degrees from a distance of about 24 inches from the product.

(b) (A) *classification*. Concentrated tomato juice that, when reconstituted properly, has a good color may be given a score of 26 to 30 points. "Good color" means a color that is typical of canned tomato juice, made from well ripened red tomatoes, which has been properly prepared and properly processed. Such color contains as much red as, or more red than, that produced by spinning the specified Munsell color discs in the following combinations: 65 percent of the area of Disc 1; 21 percent of the area of Disc 2; 14 percent of the area of Disc 3 or of Disc 4, or 7 percent of the area of Disc 3 and 7 percent of the area of Disc 4, whichever most nearly matches the reflectance of the product.

(c) (C) *classification*. If the reconstituted tomato juice has a fairly good color a score of 23 to 25 points may be given. Concentrated tomato juice that scores 23 or 24 points for color shall not be graded above U.S. Grade C, regardless of the total score for the product (this is a partial limiting rule). "Fairly good color" means a color that is typical of canned tomato juice. To score 25 points for color the reconstituted juice shall contain as much red as, or more red than, that produced by spinning the specified Munsell color discs in the following combinations: 59 percent of the area of Disc 1; 24½ percent of the area of Disc 2; 16½ percent of the area of either Disc 3 or Disc 4, or 8¼ percent of the area of Disc 3 and 8¼ percent of the area of Disc 4, whichever most nearly matches the reflectance of the product. To score 23 or 24 points for color the reconstituted tomato juice shall contain as much red as, or more red than, that produced by spinning the specified Munsell color discs in the following combinations: 53 percent of the area of Disc 1; 28 percent of the area of Disc 2; 19 percent of the area of either Disc 3 or Disc 4, or 9½ percent of the area of Disc 3 and 9½ percent of the area of Disc 4, whichever most nearly matches the reflectance of the product.

(d) (SStd.) *classification*. Concentrated tomato juice that fails to meet the requirements of paragraph (c) of this section may be given a score of 0 to 22 points and shall not be graded above

Substandard, regardless of the total score for the product (this is a limiting rule).

## § 52.5206 Consistency.

(a) *General*. This factor has reference to the viscosity of the reconstituted juice. The tendency of the insoluble solids to separate, leaving practically clear liquid at the top is also to be noted in this connection.

(b) (A) *classification*. Concentrated tomato juice that, when properly reconstituted, has a good consistency may be given a score of 13 to 15 points. "Good consistency" means that the reconstituted tomato juice flows readily; has a normal amount of insoluble tomato solids in suspension; and that there is little tendency for such solids to settle out.

(c) (C) *classification*. If the concentrated tomato juice has a fairly good consistency a score of 10 to 12 points may be given. "Fairly good consistency" means that the reconstituted tomato juice flows readily; has a normal amount of insoluble tomato solids in suspension; and that there is not a marked tendency for such solids to settle out.

(d) (SStd.) *classification*. Concentrated tomato juice that fails to meet the requirements of paragraph (c) of this section may be given a score of 0 to 9 points and shall not be graded above Substandard, regardless of the total score for the product (this is a limiting rule).

## § 52.5207 Defects.

(a) *General*. The factor of defects refers to the degree of freedom from defects, such as dark specks or scale-like particles, seeds, particles of seed, tomato peel, core material or other similar substances.

(b) (A) *classification*. Concentrated tomato juice that is practically free from defects may be given a score of 13 to 15 points. "Practically free from defects" means that any defects present in the reconstituted juice do not more than slightly affect the appearance or drinking quality of the juice.

(c) (C) *classification*. If the concentrated tomato juice is fairly free from defects a score of 10 to 12 points may be given. Concentrated tomato juice that falls into this classification shall not be graded above U.S. Grade C, regardless of the total score for the product (this is a limiting rule). "Fairly free from defects" means that any defects present in the reconstituted juice may be noticeable, but are not so large, so numerous or of such contrasting color as to seriously affect the appearance or drinking quality of the juice.

(d) (SStd.) *classification*. Concentrated tomato juice that fails to meet the requirements of paragraph (c) of this section may be given a score of 0 to 9 points and shall not be graded above Substandard, regardless of the total score for the product (this is a limiting rule).

## § 52.5208 Flavor.

(a) (A) *classification*. Concentrated tomato juice that possesses a good flavor may be given a score of 33 to 40 points. "Good flavor" means a distinct canned tomato juice flavor and odor characteris-

tic of good quality tomatoes. To score in this classification the flavor of the reconstituted juice shall not be adversely affected by stems, leaves, crushed seeds, cores, immature tomatoes, or the effects of improper trimming or processing.

(b) (C) classification. If the reconstituted tomato juice possesses only a fairly good flavor a score of 27 to 32 points may be given. Concentrated tomato juice that falls into this classification shall not be graded above U.S. Grade C, regardless of the total score for the product (this is a limiting rule). "Fairly good flavor" means a characteristic canned tomato juice flavor. To score in this classification the flavor of the reconstituted juice may be affected adversely, but not seriously so, by stems, leaves, crushed seeds, cores, immature tomatoes, or the effects of improper trimming or processing.

(c) (SStd.) classification. Concentrated tomato juice that fails to meet the requirements of paragraph (b) of this section may be given a score of 0 to 26 points and shall not be graded above Substandard, regardless of the total score for the product (this is a limiting rule).

**LOT INSPECTION AND CERTIFICATION**

**§ 52.5209** Ascertaining the grade of a lot.

The grade of a lot of concentrated tomato juice covered by these standards is determined by the procedures set forth in the Regulations Governing Inspection and Certification of Processed Fruits and Vegetables, Processed Products Thereof, and Certain Other Processed Food Products (§§ 52.1 to 52.87 of this title).

**SCORE SHEET**

**§ 52.5210** Score sheet for concentrated tomato juice.

Type of container.....	-----
Container size.....	-----
Label.....	-----
Code.....	-----
Volume (fl. ozs.).....	-----
Vacuum (inches).....	-----

Factors	Score points
Color.....	30 (A) 26-30 (C) 123-25 (SStd.) 2 0-22
Consistency.....	15 (A) 13-15 (C) 10-12 (SStd.) 2 0-9
Defects.....	15 (A) 13-15 (C) 2 10-12 (SStd.) 2 0-9
Flavor.....	40 (A) 33-40 (C) 2 27-32 (SStd.) 2 0-26
Total score.....	100

Grade.....

<sup>1</sup> Indicates partial limiting rule.  
<sup>2</sup> Indicates limiting rule.

Dated: May 26, 1960.

**F. R. BURKE,**  
Acting Deputy Administrator,  
Marketing Services.

[F.R. Doc. 60-4953; Filed, June 1, 1960; 8:49 a.m.]

**[ 7 CFR Part 943 ]**

[Docket No. AO-231-A12]

**MILK IN NORTH TEXAS  
MARKETING AREA**

**Decision on Proposed Amendments  
to Tentative Marketing Agreement  
and to Order**

Pursuant to the provisions of the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601 et seq.), and the applicable rules of practice and procedure governing the formulation of marketing agreements and marketing orders (7 CFR Part 900), a public hearing was held at Dallas, Texas, on October 28, 1959, pursuant to notice thereof issued on October 21, 1959 (24 F.R. 8653).

Upon the basis of the evidence introduced at the hearing and the record thereof, the Deputy Administrator, Agricultural Marketing Service, on March 25, 1960 (25 F.R. 2668) filed with the Hearing Clerk, United States Department of Agriculture, his recommended decision containing notice of the opportunity to file written exceptions thereto.

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

1. A revision, both of the Class I differential and of the supply-demand adjustment norms;
2. The definition of "supply plant";
3. A revision of the method of applying a charge to inventories which are allocated to Class I;
4. The exclusion of lactose from the computation of a handler's utilization;
5. The inclusion in the order of an "equivalent price" provision; and
6. Changing from a "market-wide" to an "individual-handler" pool.

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

1. The Class I differential should be revised to provide a greater seasonality in the Class I price.

On an annual average, at the present time, the North Texas price is in a reasonable relationship with prices at those points in Missouri, Iowa, and Wisconsin where alternative supplies are available. Even though prices are comparable on an annual average, North Texas prices have been out of line with those in the Midwest during the months of heaviest production because the seasonal pricing pattern in North Texas has differed from that of other markets. The present order provides a Class I differential during March, April, May and June which is 20 cents less than that during other months; whereas in most Midwest markets, the differential is 40 cents lower in April, May and June than during other months.

In the past substantial quantities of other source milk have been imported by North Texas handlers during the April-June period, even though ample supplies of local producer milk were available, because the handler who purchased such

other source milk was able to buy it delivered to Dallas at a price lower than the North Texas Class I price. Changing the seasonal pattern of the Class I differential without materially affecting its annual level will remove the incentive to bring in outside supplies when local production is adequate to meet the market requirements.

The Class I differential should be fixed at \$1.85 per hundredweight during the months of March through June and at \$2.25 for all other months. While this results in a reduction of approximately one and one-half cents per hundredweight in the annual average of the differential, the changes in the supply-demand adjustment which have been recommended below will offset this change. Thus at any given supply-demand relationship there will be no reduction in the actual Class I prices to producers on the annual average from that which would otherwise prevail.

The supply-demand adjustment norms in the order should be revised to reflect the change in the seasonal pattern of production that has taken place in Texas markets, and the range within which no adjustment takes place should be widened to prevent frequent erratic changes in the Class I price.

In the last 2 years production in the late summer and fall has been higher in relation to sales than that set forth in the supply-demand norms provided in the order. During the winter and early spring, however, production in relation to sales has been lower than that which prevailed during the period on which the norms are based. As a result, the effect of the supply-demand adjustor in the past 2 years has been to increase Class I prices at the beginning of the flush production season and to reduce them substantially during the fall months when production generally is lower and Class I sales are usually at their peak.

To mitigate its adverse effects on production during the past fall, an order was issued suspending a portion of the supply-demand adjustment of the Class I price. The substantial reduction in price, which otherwise would have occurred, threatened a serious curtailment of the production for the market and the possibility of a shortage of milk this winter.

The standard norms provided in the order should be revised seasonally to prevent unwarranted contraseasonal movements in price. The spread between the maximum and minimum percentages within which no adjustment takes place should also be widened to 6 percentage points to prevent frequent short time changes of only a cent or two in the level of the Class I price.

In the revised table of supply-demand norms, although there is a considerable degree of variation from month to month between the present and proposed standards, the minimum percentages set forth will average slightly higher, on a yearly basis, than those now in the order. The widening of the range within which the supply-demand percentages can fluctuate

ate without a change in price taking place, coupled with the proposed seasonal changes in the percentages, would have had the effect of reducing prices slightly below those which have prevailed during March, April, May and June, but would have prevented the very substantial reduction in price which has occurred in the fall months in the past two years.

Producers also proposed that a contra-seasonal limitation provision be incorporated in the supply-demand adjustor, applicable for the months of June through November, and that the present provision which limits the maximum operation of the adjustor to plus or minus 50 cents be reduced to plus or minus 25 cents.

The purpose of the supply-demand adjustor is to reflect in the Class I price, changes in the relationship of producer receipts to Class I sales. It is not intended to affect Class I prices seasonally during the year. To limit the operation of the supply-demand adjustor seasonally would tend to nullify its effectiveness. Similarly, reducing the maximum limits within which the supply-demand adjustor can operate would also serve to nullify its effectiveness.

It is concluded that in view of the supply-demand conditions prevailing in the marketing area and the revised supply-demand norms as provided for herein, the adjustor's proper functioning should not be impaired, either by limiting it seasonally or by reducing the total range within which it may operate.

2. The definition of the term, "supply plant", should be revised to delete the requirement that such a plant be under the routine inspection of the appropriate health authority.

Under the present requirements a plant which is approved to ship milk could dispose of its entire receipts in the North Texas marketing area every day in the year and still fail to qualify as a pool plant if the health authority failed to make its routine inspection. Whether an approved plant is pooled under the order should depend on its degree of association with the market and not on the regularity of inspection by the health authority which has issued the approval.

The performance standards now in the order are such that only a plant which has a definite association with the market participates in the market-wide pool. Adoption of the proposal will not change this situation and it will permit participation therein by other plants which may become an important source of supply but which may not be subject to regular periodic inspection by a local authority.

3. No change should be made in the present practice of applying a reclassification charge to inventories which are subsequently allocated to Class I.

The purpose of the charge on inventory which is reclassified as Class I the following month is to insure that all handlers pay at least the Class I price for milk which is disposed of for Class I use. A charge is made only if the handler had receipts of producer milk in excess of his Class I use or receipts of other source

milk which were not classified and priced as Class I milk under another Federal order during the preceding month which are allocated to Class I use in the current month. To remove the reclassification charge on such milk would afford handlers an opportunity to gain a competitive advantage by building up inventories of producer milk at the Class II price or of unpriced other source milk and disposing of such milk for Class I use in certain months.

Proponent excepted to our failure to adopt his proposal. It appears from the exceptions that proponent is under a misconception as to the application of this provision.

The allocation provisions of the order are intended to insure that producer milk be allocated to Class I use before other source milk is so allocated. This applies to producer milk in the closing inventory for the preceding month as well as to receipts of producer milk during the current month. Since inventory on hand at the end of the month is classified as Class II, it is provided that if any of the inventory is allocated to Class I in the following month, a charge equal to the difference between the Class I and Class II prices is levied against the handler.

The order likewise provides that if any other source milk, regardless of whether it is a current receipt or from inventory, which has not been classified and priced as Class I milk under this or another Federal Order is allocated to Class I use, the handler shall pay the difference between the Class I price and the Class II price on the amount of milk (or its equivalent) allocated to Class I use.

The exceptant alleges that he is assessed a reclassification charge on milk which is priced as Class I under this or another order. The order provides specifically that the charge on inventory shall not be made on a volume of milk greater than the producer milk in inventory plus the other source milk which has not been classified and priced as Class I milk under this or another Federal Order.

The charge in this instance comes about because the handler purchases condensed skim milk from other regulated plants for fortification of Class I products. Such milk was classified and priced as Class II milk at the plant where it was manufactured. When it is allocated to Class I in the plant of the excepting handler, whether directly or through the inventory reclassification, he is assessed the difference between the Class I and Class II prices on the volume so allocated. It appears to be the contention of the exceptant that no charge should be made because the condensed skim milk came from a regulated plant regardless of the fact that producers received only the Class II price for such milk.

4. Following the issuance of the recommended decision, the proponent of issue No. 4 requested that the hearing be reopened with respect to this issue to afford opportunity to submit additional evidence which was not available

at the time of the hearing. Pending a decision with respect to reopening the hearing on issue No. 4, this decision is confined to a consideration of the issues numbered 1, 2, 3, 5, and 6.

5. A section should be added to the order providing that, in the event one of the price quotations prescribed for use in making any of the computations in the order is not published or available, the market administrator shall use a price determined by the Secretary to be equivalent to that prescribed.

The pricing provisions of the order utilize a number of prices from various sources. It is possible that occasionally one of the specified prices may not be reported or published. To facilitate the functioning and administration of the order, it is necessary to provide that the market administrator shall use a price determined by the Secretary to be equivalent to or comparable with the unreported or unpublished price in the event of such an occurrence.

6. The present market-wide pool should be maintained.

The adoption of an individual-handler pool was proposed by one handler. For reasons undisclosed on the record, this handler purchases substantial quantities of other source milk for use in Class I even though receipts of locally produced milk are well in excess of the Class I requirements of the market. The few producers who supply milk to this handler might benefit temporarily from an individual-handler pool to the detriment of the remainder of the producers who supply the market. Adoption of an individual-handler pool would also tend to cause the disruption of the orderly marketing procedures. No producer appeared at the hearing in support of the proposal. Neither was it supported by any other handler in the market.

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

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

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

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

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

**Rulings on exceptions.** In arriving at the findings and conclusions, and the regulatory provisions of this decision, each of the exceptions received was carefully and fully considered in conjunction with the record evidence pertaining thereto. To the extent that findings and conclusions, and the regulatory provisions of this decision are at variance with any of the exceptions, such exceptions are hereby overruled for the reasons previously stated in this decision.

**Marketing agreement and order.** Annexed hereto and made a part hereof are two documents entitled respectively, "Marketing Agreement Regulating the Handling of Milk in the North Texas Marketing Area", and "Order Amending the Order Regulating the Handling of Milk in the North Texas Marketing Area", which have been decided upon as the detailed and appropriate means of effectuating the foregoing conclusions.

**It is hereby ordered.** That all of this decision, except the attached marketing agreement, be published in the FEDERAL REGISTER. The regulatory provisions of said marketing agreement are identical with those contained in the order as hereby proposed to be amended by the attached order which will be published with this decision.

**Determination of representative period.** The month of March, 1960, is hereby determined to be the representative period for the purpose of ascertaining whether the issuance of the attached order amending the order regulating the handling of milk in the North Texas marketing area, is approved or favored by producers, as defined under the terms of the order as hereby proposed to be amended, and who, during such representative period, were engaged in the production of milk for sale within the aforesaid marketing area.

Issued at Washington, D.C., this 27th day of May 1960.

CLARENCE L. MILLER,  
Assistant Secretary.

**Order<sup>1</sup> Amending the Order Regulating the Handling of Milk in the North Texas Marketing Area**

**§ 943.0 Findings and determinations.**

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

(a) **Findings upon the basis of the hearing record.** Pursuant to the provisions of the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601 et seq.), and the applicable rules of practice and procedure governing the formulation of marketing agreements and marketing orders (7 CFR Part 900), a public hearing was held upon certain proposed amendments to the tentative marketing agreement and to the order regulating the handling of milk in the North Texas marketing area. Upon the basis of the evidence introduced at such hearing and the record thereof, it is found that:

(1) The said order as hereby amended, and all of the terms and conditions thereof, will tend to effectuate the declared policy of the Act;

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

(3) The said order as hereby amended, regulates the handling of milk in the same manner as, and is applicable only to persons in the respective classes of industrial or commercial activity specified in, a marketing agreement upon which a hearing has been held.

**Order relative to handling.** It is therefore ordered, that on and after the effective date hereof, the handling of milk in the North Texas marketing area shall be in conformity to and in compliance with the terms and conditions of the aforesaid order, as hereby amended, and the aforesaid order is hereby amended as follows:

<sup>1</sup> This order shall not become effective unless and until the requirements of § 900.14 of the rules of practice and procedure governing proceedings to formulate marketing agreements and marketing orders have been met.

**§ 943.9 [Amendment]**

1. Delete the phrase, "and under the routine inspection of", in the first sentence thereof.

**§ 943.51 [Amendment]**

2a. Amend the introductory paragraph of § 943.51(a) to read as follows:

(a) **Class I milk.** The basic formula price for the preceding month (rounded to the nearest one-tenth cent) plus \$1.85 for the months of March through June, and plus \$2.25 for all other months subject to a supply-demand adjustment of not more than 50 cents computed as follows:

b. Delete the table contained in § 943.51(a) (2) (iii) and substitute therefor the following:

Month for which price applies	Months used in computation	Standard utilization percentages	
		Minimum	Maximum
January.....	October–November.....	106	112
February.....	November–December.....	107	113
March.....	December–January.....	109	115
April.....	January–February.....	109	115
May.....	February–March.....	113	119
June.....	March–April.....	120	126
July.....	April–May.....	126	132
August.....	May–June.....	123	129
September.....	June–July.....	119	125
October.....	July–August.....	113	119
November.....	August–September.....	106	112
December.....	September–October.....	105	111

c. Reissue § 943.51(a) (3) (ii) and (iii) to read as follows:

(ii) One cent for the lesser of:  
(a) Each such percentage point of net deviation, or

(b) Each percentage point of net deviation of like direction (plus or minus, with any net deviation of opposite direction considered to be zero for purposes of computations of this subparagraph) computed pursuant to subparagraph (2) of this paragraph for the month immediately preceding; plus

(iii) One cent for the least of:  
(a) Each such percentage point of net deviation;

(b) Each percentage point of net deviation of like direction computed pursuant to subparagraph (2) of this paragraph for the month immediately preceding, or

(c) Each percentage point of net deviation of like direction computed pursuant to subparagraph (2) of this paragraph for the second preceding month;

3. Add as § 943.54 the following:

**§ 943.54 Use of equivalent prices.**

If for any reason a price quotation required by this order for computing class prices or for any other purpose is not available in the manner described, the market administrator shall use a price determined by the Secretary to be equivalent to the price which is required.

[F.R. Doc. 60-4976; Filed, June 1, 1960; 8:51 a.m.]

# Notices

## FEDERAL POWER COMMISSION

[Docket No. CP60-75 etc.]

### HOPE NATURAL GAS CO. ET AL. Notice of Applications and Date of Hearing

MAY 25, 1960.

Hope Natural Gas Company, Docket No. CP60-75; Texas Gas Transmission Corporation, Docket No. CP60-76; J. C. Trahan, Drilling Contractor, Inc., Operator, Docket No. CI60-394.

Take notice that the above Applicants have filed applications pursuant to section 7 of the Natural Gas Act, for certificates of public convenience and necessity authorizing the sale of natural gas and the construction and operation of facilities for receiving and transporting natural gas in interstate commerce as hereinafter described subject to the jurisdiction of the Commission, all as more fully represented in the respective applications which are on file with the Commission and open to public inspection.

Texas Gas Transmission Corporation (Texas Gas) filed an application, on March 29, 1960, as amended April 11, 1960, for a certificate of public convenience and necessity authorizing the construction and operation of approximately 17 miles of 10<sup>3</sup>/<sub>4</sub>-inch O.D. pipeline extending from a point on the eastern terminus of its existing 20-inch pipeline near Thibodaux, Louisiana, to a proposed meter station in the Bayou Chevreuil Field, Lafourche, St. James and St. John the Baptist Parishes, Louisiana. The proposed facilities will enable Texas Gas to purchase and receive natural gas produced in said Bayou Chevreuil Field by Hope Natural Gas Company (Hope) and J. C. Trahan, Drilling Contractor, Inc. (Trahan), Operator. The estimated initial total cost of the proposed facilities is \$965,200, which cost will be financed from cash on hand.

On March 29, 1960, Hope and Trahan filed separate applications in Docket Nos. CP60-75 and CI60-394, respectively, for certificates covering the above sales to be made pursuant to separate 20-year gas sales contracts. Hope's contract is dated March 3, 1960, and Trahan's contract is dated February 29, 1960. The respective contracts provide for an initial base rate of 20 cents per Mcf.

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

Take further notice that, pursuant to the authority contained in and subject to the jurisdiction conferred upon the Federal Power Commission by sections 7 and 15 of the Natural Gas Act, and the Commission's rules of practice and procedure,

a hearing will be held on June 30, 1960 at 9:30 a.m., e.d.s.t., in a Hearing Room of the Federal Power Commission, 441 G Street NW., Washington, D.C., concerning the matters involved in and the issues presented by such applications: *Provided, however*, That the Commission may, after a non-contested hearing, dispose of the proceedings pursuant to the provisions of § 1.30(c) (1) or (2) of the Commission's rules of practice and procedure. Under the procedure herein provided for, unless otherwise advised, it will be unnecessary for Applicants to appear or be represented at the hearing.

Protests or petitions to intervene may be filed with the Federal Power Commission, Washington 25, D.C., in accordance with the rules of practice and procedure (18 CFR 1.8 or 1.10) on or before June 15, 1960. 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 therefore is made.

JOSEPH H. GUTRIDE,  
Secretary.

[F.R. Doc. 60-4935; Filed, June 1, 1960;  
8:46 a.m.]

[Docket No. CP60-73]

### LONE STAR GAS CO.

#### Notice of Application and Date of Hearing

MAY 25, 1960.

Take notice that on March 28, 1960, as supplemented on April 22, 1960, Lone Star Gas Company (Applicant) filed in Docket No. CP60-73 an application pursuant to section 7(c) of the Natural Gas Act for a certificate of public convenience and necessity authorizing the construction and operation of certain natural gas facilities for the purpose of serving natural gas directly on an interruptible basis to a prospective industrial customer, Dierks Forests, Inc., for use in its insulation board manufacturing plant now under construction near Broken Bow, McCurtain County, Oklahoma, all as more fully set forth in the application which is on file with the Commission and open to public inspection.

The facilities for which authorization is sought consist of approximately 6.2 miles of 6<sup>5</sup>/<sub>8</sub>-inch O.D. branch pipeline extending from a point on Applicant's existing pipeline E-26 south of Broken Bow in an easterly direction to the Dierks Forests, Inc., plant, together with appurtenant metering and regulating facilities.

Estimated natural gas requirements under this application, to be used in the plant cafeteria, for space heating, for boiler fuel and for processing purposes, are:

	1st Year	2d year	3d year
Mcf per year.....	144,000	198,000	245,600
Mcf peak day.....	720	-----	3,360

The estimated cost of the proposed facilities is \$98,000.

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 23, 1960, 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 13, 1960. 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.

JOSEPH H. GUTRIDE,  
Secretary.

[F.R. Doc. 60-4936; Filed, June 1, 1960;  
8:46 a.m.]

[Docket Nos. RI60-353-359]

### AMERADA PETROLEUM CORP. ET AL. Order Providing for Hearings on and Suspension of Proposed Changes in Rates, and Allowing Increased Rates To Become Effective Subject to Refund <sup>1</sup>

MAY 25, 1960.

Amerada Petroleum Corporation, Docket No. RI60-353; Amerada Petroleum Corporation (Operator), et al., Docket No. RI60-354; David Crow (Trustee), et al., Docket No. RI60-355; L. E. Smith et al., Docket No. RI60-356; Cabot Carbon Company, Docket No. RI60-357; United Producing Company,

<sup>1</sup> This order does not provide for the consolidation for hearing or disposition of the several matters covered herein, nor should it be so construed.

Inc., Docket No. RI60-358; Texaco, Inc., Docket No. RI60-359.

The above-named Respondents have tendered for filing proposed changes in

presently effective rate schedules for sales of natural gas subject to the jurisdiction of the Commission. In each filing, the natural gas is sold at 14.65 psia,

with exceptions of David Crow (Trustee), et al., and L. E. Smith, et al., which is sold at 15.025 psia. The proposed changes are designated as follows:

Docket No.	Respondent	Rate schedule No.	Supplement No.	Purchaser and producing area	Notice of change dated—	Date tendered	Effective date unless suspended	Date suspended until—	Cents per Mcf		Rate in effect subject to refund in Docket Nos.
									Rate in effect	Proposed increased rate	
RI60-353...	Amerada Petroleum Corp.	1	22	El Paso Natural Gas Co. (Eumont, Jalmat, etc., Fields, Lea County, N. Mex.).	4-22-60	4-25-60	<sup>1</sup> 6-1-60	11-1-60	<sup>2</sup> 13.34802	15.5	G-19488
RI60-353...	do.	27	4	El Paso Natural Gas Co. (Bagley Field, Lea County, N. Mex.).	4-22-60	4-25-60	<sup>1</sup> 6-1-60	11-1-60	13.34802	15.5	G-19489
RI60-353...	do.	31	7	El Paso Natural Gas Co. (Jalmat Field, Lea County, N. Mex.).	4-22-60	4-25-60	<sup>1</sup> 6-1-60	11-1-60	<sup>3</sup> 13.34802	15.5	G-19577
RI60-353...	do.	55	4	El Paso Natural Gas Co. (Eumont Field, Lea County, N. Mex.).	4-22-60	4-25-60	<sup>1</sup> 6-1-60	11-1-60	13.34802	15.5	G-19577
RI60-353...	do.	56	9	do.	4-22-60	4-25-60	<sup>1</sup> 6-1-60	11-1-60	13.34802	15.5	G-19577
RI60-353...	do.	62	5	El Paso Natural Gas Co. (Bagley Field, Lea County, N. Mex.).	4-22-60	4-25-60	<sup>1</sup> 6-1-60	11-1-60	13.34802	15.5	G-19488
RI60-353...	do.	69	2	do.	4-22-60	4-25-60	<sup>1</sup> 6-1-60	11-1-60	13.34802	15.5	G-19488
RI60-353...	do.	72	3	do.	4-22-60	4-25-60	<sup>1</sup> 6-1-60	11-1-60	13.34802	15.5	G-19488
RI60-354...	Amerada Petroleum Corp. (Operator), et al.	57	6	El Paso Natural Gas Co. (Jalmat Field, Lea County, N. Mex.).	4-22-60	4-25-60	<sup>1</sup> 6-1-60	11-1-60	<sup>2</sup> 13.34802	15.5	G-19490
RI60-355...	David Crow (Trustee), et al.	2	5	Southern Natural Gas Co. (Bear Creek Field, Bienville Parish, La.).	4-21-60	4-25-60	<sup>4</sup> 5-26-60	5-27-60	11.4	11.85	<sup>5</sup> G-17714
RI60-356...	L. E. Smith, et al.	1	3	do.	4-22-60	4-25-60	<sup>4</sup> 5-26-60	5-27-60	11.4	11.85	<sup>5</sup> G-17679
RI60-357...	Cabot Carbon Co.	36	2	Natural Gas Pipeline Co. of America (Camrick Southeast Field, Beaver County, Okla.).	4-21-60	4-25-60	<sup>1</sup> 5-26-60	10-26-60	16.2	16.4	-----
RI60-358...	United Producing Co., Inc.	20	5	Natural Gas Pipeline Co. of America (Camrick Southeast Field, Texas and Beaver Counties, Okla.).	4-18-60	4-25-60	<sup>1</sup> 6-5-60	11-5-60	16.6	16.8	G-18465
RI60-359...	Texaco Inc.	133	25	do.	Undated	4-27-60	<sup>1</sup> 6-5-60	11-5-60	16.6	16.8	G-18564

<sup>1</sup> The stated effective date is the effective date proposed by Amerada.  
<sup>2</sup> Includes 0.4467 cents per Mcf for compression, for some leases, deducted by buyer.  
<sup>3</sup> Includes 0.4467 cents per Mcf for compression deducted by buyer.  
<sup>4</sup> The stated effective date is the first day after expiration of the required 30 days' notice.  
<sup>5</sup> Louisiana severance tax increase.

In support of its proposed favored-nation rate increases, Amerada Petroleum Corporation (Amerada) states that the amendatory agreements were negotiated at arm's length and that as consideration for the price increases Amerada agreed to give up the favored-nation clauses of the contracts.

Cabot Carbon Company and United Producing Company, Inc., in support of their proposed periodic rate increases, state that their contracts were negotiated at arm's length; the proposed rates are an integral part of the initial rate filings; such pricing arrangements are common in long-term contracts in order to permit initial deliveries at a price lower than the contemplated average price for the life of the contracts; and that such arrangements are beneficial to the buyer, the seller, and the public.

In support of its proposed periodic rate increase, Texaco, Inc., states that the proposed increase is one of several price adjustments, all comprising one overall contract consideration or price to partially compensate seller for continuously increasing costs of development, operation and maintenance as shown by various statistical indices released by the Bureau of Labor Statistics; and that the proposed rate is below the price paid by Transwestern Pipeline Company and Michigan-Wisconsin Pipe Line Company for gas produced in the same general area.

David Crow (Trustee), et al., (Crow) and L. E. Smith, et al., (Smith) each proposes a periodic rate increase of 0.45 cent per Mcf, from 11.4 cents per Mcf to 11.85 cents per Mcf, for gas sales to Southern Natural Gas Company (Southern Natural) from leases in the Bear Creek Field, Bienville Parish, Louisiana.

Such increased rates include a questionable 1.5 cents per Mcf reimbursement of the increased Louisiana severance tax effective December 1, 1958. The sellers and Southern Natural disagreed on the interpretation of the tax reimbursement provisions of the gas sales contract with Southern Natural protesting the original severance tax reimbursement filings. In view of the controversy over the proper interpretation of the tax reimbursement provision of the contracts, and in order to assure refund in the event Southern Natural's interpretation thereof is correct, it is deemed advisable to suspend the aforesaid proposed increased rates and charges for one day until May 27, 1960, with only the tax reimbursement portion of the increased rates to be made effective subject to refund; and until such further time as they are made effective in the manner prescribed by the Natural Gas Act.

The proposed changes may be unjust, unreasonable, unduly discriminatory, or preferential, or otherwise unlawful.

The Commission finds:

(1) It is necessary and proper in the public interest and to aid in the enforcement of the provisions of the Natural Gas Act that the Commission enter upon 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.

(2) It is necessary and proper in carrying out the provisions of the Natural Gas Act that Supplement No. 5 to Crow's FPC Gas Rate Schedule No. 2, and Supplement No. 3 to Smith's FPC Gas Rate Schedule No. 1 be allowed to take effect subject to refund of the tax reimbursement portion only of the in-

creased rates upon the timely filing of their respective agreement and undertaking, 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 shall 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 hearings and decisions thereon, each of the above-designated supplements is hereby suspended and the use thereof deferred until the date indicated in the above "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) Neither the supplements hereby suspended, nor the rate schedules sought to be altered thereby, shall be changed until these proceedings have been disposed of or until the periods of suspension have expired, unless otherwise ordered by the Commission.

(D) Supplement No. 5 to Crow's FPC Gas Rate Schedule No. 2, and Supplement No. 3 to Smith's FPC Gas Rate Schedule No. 1, shall be effective as of May 27, 1960: *Provided, however,* That within 20 days from the date of the issuance of this order, Crow and Smith shall severally execute and file under Docket Nos. RI60-355 and RI60-356, respectively, with the Secretary of the Commission their agreement and undertaking to comply with the refunding and reporting procedure required by the Nat-

ural Gas Act and § 154.102 of the regulations thereunder (prescribed by Order No. 215 and Order No. 215A). The agreement and undertaking shall be signed by Respondent, or if Respondent is a corporation, signed by a responsible officer thereof accompanied by proper authorization from the Board of Directors and by a certificate showing service of copies upon all purchasers under the rate schedule involved. Unless Respondents (Crow and Smith) are advised to the contrary within 15 days after the filing of such agreement and undertaking, their agreement and undertakings shall be deemed to have been accepted.

(E) Notices of intervention 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 and 1.37(f)) on or before July 8, 1960.

By the Commission.

JOSEPH H. GUTRIDE,  
Secretary.

[F.R. Doc. 60-4934; Filed, June 1, 1960; 8:46 a.m.]

[Docket No. RP60-12]

**PERMIAN BASIN PIPELINE CO.**

**Order Providing for Hearing and Suspension of Proposed Revised Tariff Sheet**

MAY 25, 1960.

On April 28, 1960, Permian Basin Pipeline Company (Permian Basin) tendered for filing First Revised Sheet No. 66 to its FPC Gas Tariff, Original Volume No. 2, proposing a contractual favored-nation type increase in rate from 21.0 cents to 22.25 cents per Mcf under its Rate Schedule X-5 which covers sales of gas to Pioneer Natural Gas Company (Pioneer) for resale for irrigation serv-

ice. Rate Schedule X-5 is a special rate schedule comprising a contract dated February 13, 1959, for the sale by Permian Basin to Pioneer.

In support of its proposed increased rate, Permian Basin has submitted generally the information required by § 154.63(b)(3) of the regulations under the Natural Gas Act for minor increases such as is involved in this proceeding. The submissions include Permian Basin's claimed actual total cost of service of 6½ percent rate of return for the Calendar Year 1959. Permian Basin relies on the contract favored nation type pricing provision contained in Rate Schedule X-5 to make the instant filing.

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 public hearing concerning the lawfulness of the rate, charge, classification, and service contained in the First Revised Sheet No. 66 to Permian Basin's FPC Gas Tariff, Original Volume No. 2 and that such proposed revised tariff sheet and the rate contained therein be suspended and the use thereof deferred hereinafter provided.

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, the regulations under the Natural Gas Act (18 CFR Ch. I), a public hearing be held on a date to be fixed by notice from the Secretary concerning the lawfulness of the rate, charge, classification and service contained in the First Revised Sheet No. 66 to Permian Basin's FPC Gas Tariff, Original Volume No. 2.

(B) Pending such hearing and decision thereon, the First Revised Sheet No. 66 to Permian Basin's FPC Gas Tariff, Original Volume No. 2 be and it is hereby

suspended and the use thereof deferred until May 31, 1960, and until such further time as it may be made effective in the manner prescribed by the Natural Gas Act.

(C) Notices of intervention 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 and 1.37(f)) on or before July 15, 1960.

By the Commission (Commissioner Kline dissenting).

JOSEPH H. GUTRIDE,  
Secretary.

[F.R. Doc. 60-4937; Filed, June 1, 1960; 8:46 a.m.]

[Docket Nos. RI60-360-RI60-366]

**SOUTHWESTERN EXPLORATION CONSULTANTS, INC., ET AL.**

**Order Providing for Hearing on and Suspension of Proposed Changes in Rates 1**

MAY 25, 1960.

Southwestern Exploration Consultants, Inc. (Operator), et al., Docket No. RI60-360; Humble Oil & Refining Company, Docket No. RI60-361; Jal Oil Company, Inc., Docket No. RI60-362; Ambassador Oil Corporation, Docket No. RI60-363; Nova Company et al., Docket No. RI60-364; Austral Oil Company, Inc., Agent for Oil Participations, Inc., Docket No. RI60-365; Virginia Ramsey et al., Docket No. RI60-366.

The above-named Respondents have tendered for filing proposed changes in presently effective rate schedules for sales of natural gas subject to the jurisdiction of the Commission. In each filing the natural gas is produced at 14.65 psia. The proposed changes are designated as follows:

Docket No.	Respondent	Rate schedule No.	Supplement No.	Purchaser and producing area	Notice of change dated—	Date tendered	Effective date <sup>1</sup> unless suspended	Date suspended until—	Cents per Mcf		Rate in effect subject to refund in Docket Nos.
									Rate in effect	Proposed increased rate	
RI60-360...	Southwestern Exploration Consultants, Inc. (Operator), et al.	1	2	Lone Star Gas Co. (Asphaltum Field, Stephens and Jefferson Counties, Okla.).	Undated	4-28-60	5-29-60	10-29-60	11.0	16.8	G-14419
RI60-361...	Humble Oil & Refining Co.	200	3	Natural Gas Pipeline Co. of America (Camriek Southeast Field, Texas and Beaver Counties, Okla.).	4-26-60	4-27-60	5-28-60	10-28-60	<sup>2</sup> 16.6	16.8	G-18463
RI60-362...	Jal Oil Co., Inc.	1	5	El Paso Natural Gas Co. (Levelland Field, Cochran County, Tex.) (R.R. Dist. No. 8).	4-25-60	<sup>3</sup> 4-28-60	5-29-60	10-29-60	10.5	<sup>4</sup> 15.5	-----
RI60-363...	Ambassador Oil Corp.	6	2	Natural Gas Pipeline Co. of America (Camriek Southeast Field, Texas County, Okla.).	4-28-60	4-29-60	6-1-60	11-1-60	16.4	16.6	-----
RI60-364...	Nova Co., et al.	1	5	Tennessee Gas Transmission Co. (Boyle, Kennard and South Rincon Fields, Starr County, Tex.) (R.R. Dist. No. 4).	Undated	4-29-60	6-1-60	11-1-60	15.0952	17.24347	G-19656
RI60-365...	Austral Oil Co., Inc., Agent for Oil Participations, Inc.	4	7	Tennessee Gas Transmission Co. (Spartan Field, San Patricio County, Tex.) (R.R. Dist. No. 4).	4-29-60	<sup>3</sup> 5-6-60	6-6-60	<sup>5</sup> 11-6-60	<sup>6</sup> 15.0952	17.24347	G-19831

<sup>1</sup> The stated effective dates are those requested by respondents or the first day after expiration of the required thirty days' notice.

<sup>2</sup> This rate is also subject to order in Docket No. G-15176.

<sup>3</sup> Requests waiver of notice.

<sup>4</sup> Includes 0.4467 cents per Mcf for compression deducted by buyer.  
<sup>5</sup> Includes 0.21931 cents per Mcf for dehydration of Spartan Field wells and 3.75 cents per Mcf for dehydration of Miller Lease well, both of which are deducted by buyer.

<sup>6</sup> This order does not provide for the consolidation for hearing or disposition of the several matters covered herein, nor should it be so construed.

Docket No.	Respondent	Rate schedule No.	Supplement No.	Purchaser and producing area	Notice of change dated—	Date tendered	Effective date unless suspended	Date suspended until—	Cents per Mcf		Rate in effect subject to refund in Docket Nos.
									Rate in effect	Proposed increased rate	
RI60-366...	Virginia Ramsey, et al.	2	20	Tennessee Gas Transmission Co. (Seeligson Field, Jim Wells County, Tex.) (R.R. Dist. No. 4).	4-20-60	5-9-60	6-9-60	11-9-60	13.125	17.24347	-----
RI60-366	do	2	21	do	4-20-60	5-9-60	6-9-60	11-9-60	13.125	17.24347	-----
RI60-366	do	2	22	do	4-20-60	5-9-60	6-9-60	11-9-60	13.125	17.24347	-----
RI60-366	do	2	23	do	4-20-60	5-9-60	6-9-60	11-9-60	13.125	17.24347	-----
RI60-366	do	2	24	do	4-20-60	5-9-60	6-9-60	11-9-60	13.125	17.24347	-----
RI60-366	do	2	25	do	4-20-60	5-9-60	6-9-60	11-9-60	13.125	17.24347	-----
RI60-366	do	2	26	do	4-20-60	5-9-60	6-9-60	11-9-60	13.125	17.24347	-----
RI60-366	do	2	27	do	4-20-60	5-9-60	6-9-60	11-9-60	13.125	17.24347	-----
RI60-366	do	2	28	do	4-20-60	5-9-60	6-9-60	11-9-60	13.125	17.24347	-----
RI60-366	do	2	29	do	4-20-60	5-9-60	6-9-60	11-9-60	13.125	17.24347	-----
RI60-366	do	2	30	do	4-20-60	5-9-60	6-9-60	11-9-60	13.125	17.24347	-----
RI60-366	do	2	31	do	4-20-60	5-9-60	6-9-60	11-9-60	13.125	17.24347	-----
RI60-366	do	2	32	do	4-20-60	5-9-60	6-9-60	11-9-60	13.125	17.24347	-----
RI60-366	do	2	33	do	4-20-60	5-9-60	6-9-60	11-9-60	13.125	17.24347	-----

In support of the proposed favored-nation increase, Southwestern Exploration Consultants, Inc. (Operator), et al., cite the contract provisions thereof and the triggering initial 16.8 cents per Mcf rate to Lone Star in the Knox Field. Southwestern also states that the favored-nation provisions resulted from arm's-length bargaining in good faith and were an important consideration to seller in providing protection against increases in costs.

In support of the proposed periodic rate increases, Humble Oil & Refining Company and Ambassador Oil Corporation cite the contract provisions and state that such provisions resulted from bargaining at arm's length and that the increased rates are not excessive. Humble also cites higher initial rates in the area, and states that denial of its increased rate would abrogate the contract, unjustly enrich buyer, and would be unjust and confiscatory. Humble also requests that, should the Commission suspend the increased rate, the period of suspension be limited to one day. Ambassador states that in view of increases in costs, the proposed increased rate is necessary to provide a fair rate of return.

Jal Oil Company, Inc., has proposed a renegotiated rate increase resulting from January 1, 1960, contract amendment entered into pursuant to El Paso's contract renegotiation program for purchases in the Permian Basin area. Such amendment deletes the favored-nation clause from the contract, provides for the proposed rate from January 1, 1960, until August 1, 1964, and 1.0 cent per Mcf periodic increases at 5-year intervals. In addition, the prices payable for the 5-year periods commencing with August 1, 1969, are subject to redetermination by mutual agreement or by arbitration. In support of the increase, Jal Oil submits copies of the renegotiated agreement and cites provisions thereof and states that such amendment resulted from arm's-length bargaining. In addition, Jal Oil states that the increased rate is not in excess of other prices in the area and is necessary to offset increasing costs and provide incentive for further exploration. Jal Oil requests waiver of notice to permit a retroactive effective date of January 1, 1960.

In support of the proposed favored-nation increases, Nova Company et al.,

Austral Oil Company, Inc., Agent for Oil Participations, Inc., and Virginia Ramsey et al., cite the contract favored-nation provisions, submit copies of Tennessee's letter establishing the increased rates, and state that the contracts resulted from arm's-length bargaining. Nova and Austral state additionally, that the increased price is just and reasonable and no greater than prices for other gas in the area. Virginia Ramsey et al., state that the increased price does not exceed the going prices for gas in the area. Austral further requests waiver of statutory notice.

The increased rates and charges so proposed 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 shall 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 hearings and decisions thereon, each of the above-designated supplements is hereby suspended and the use thereof deferred until the date indicated in the above "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) Neither the supplements hereby suspended, nor the rate schedules sought to be altered thereby, shall be changed until these proceedings have been disposed of or until the periods of suspension have expired, unless otherwise ordered by the Commission.

(D) Notices of intervention 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 and 1.37(f) on or before July 11, 1960.

By the Commission (Commissioner Kline dissenting).

JOSEPH H. GUTRIDE,  
Secretary.

[F.R. Doc. 60-4938; Filed, June 1, 1960; 8:47 a.m.]

## DEPARTMENT OF THE TREASURY

Office of the Secretary

[AA 643.3]

### NEPHELINE SYENITE FROM CANADA

#### Determination of Sales at Less Than Fair Value

MAY 26, 1960.

A complaint was received that nepheline syenite from Canada was being sold to the United States at less than fair value within the meaning of the Anti-dumping Act of 1921.

I hereby determine that nepheline syenite from Canada is being, or is likely to be, sold in the United States at less than fair value within the meaning of section 201(a) of the Antidumping Act, 1921, as amended (19 U.S.C. 160(a)).

The United States Tariff Commission is being advised of this determination.

*Statement of reasons.* It was determined that the proper fair value comparison is between purchase price and home market price.

In the determination of purchase price, the included commission and brokerage fee were deducted from the f.o.b. plant price.

In the determination of home market price, advertising, traveling, selling, and general expenses attributable solely to the home market sales were deducted from the home market f.o.b. plant price.

The purchase price was found to be lower than the home market price.

Subsequently, the manufacturers involved revised their pricing with respect to both their home market sales and their United States sales.

The purchase price of nepheline syenite imported from Canada after the effective date of the price revisions was found not to be lower than the home market price.

This determination and the statement of reasons therefor are published pursuant to section 201(c) of the Antidumping Act, 1921, as amended (19 U.S.C. 160(c)).

[SEAL] A. GILMORE FLUES,  
Acting Secretary of the Treasury.

[F.R. Doc. 60-4962; Filed, June 1, 1960;  
8:51 a.m.]

## INTERSTATE COMMERCE COMMISSION

[Notice 325]

### MOTOR CARRIER APPLICATIONS AND CERTAIN OTHER PROCEEDINGS

MAY 27, 1960.

The following publications are governed by the Interstate Commerce Commission's general rules of practice including special rules (49 CFR 1.241) 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 proceedings 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 873 (Sub No. 36), filed April 8, 1960. Applicant: SOONER FREIGHT LINES, a Corporation, 3000 West Reno, P.O. Box 2488, Exchange Branch, Oklahoma City, Okla. Applicant's attorney: Sidney P. Upsher, 3000 West Reno, Oklahoma City, Okla. Authority sought to operate as a *common carrier*, by motor vehicle, over regular and irregular routes, transporting: *Government owned compressed gas trailers, loaded with compressed gas* (other than liquefied petroleum gas or empty), between the points and in the territory, over applicant's authorized routes, in Oklahoma, Kansas, Colorado and Texas, as described in Certificate No. MC 873 and Sub Numbers thereunder.

NOTE: Common control may be involved.

HEARING: July 21, 1960, at the Federal Building, Oklahoma City, Okla., before Examiner Alton R. Smith.

No. MC 1150 (Sub No. 23), (amendment), filed May 9, 1960, published FEDERAL REGISTER issue of May 25, 1960. Applicant: J. B. HEEREN, doing business as HEEREN TRUCKING COMPANY, Lemmon, S. Dak. Applicant's attorneys: Franklin J. Van Osdel and Alan Foss, First National Bank Building, Fargo, N. Dak. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Petroleum and petroleum products*, in bulk, in tank vehicles, between points in Iowa, Nebraska, Minnesota, North Dakota, and South Dakota.

HEARING: Remains as assigned, June 20, 1960, in Room 401, Old Federal Office

Building, Fifth and Court Avenues, Des Moines, Iowa, before Examiner Maurice S. Bush.

No. MC 1150 (Sub-No. 24), filed May 12, 1960. Applicant: J. B. Heeren, doing business as HERREN TRUCKING COMPANY, Lemmon, S. Dak. Applicant's attorney: Alan Foss, First National Bank Building, Fargo, N. Dak. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Petroleum and petroleum products*, in bulk, in tank vehicles, from the Oil Basin Pipeline Terminal at or near Minot, N. Dak., and points within two (2) miles thereof, to points in North Dakota, South Dakota, Montana, and Minnesota.

HEARING: July 20, 1960, at the North Dakota Public Service Commission, Bismarck, N. Dakota, before Examiner Lyle C. Farmer.

No. MC 2202 (Sub No. 188), filed May 19, 1960. Applicant: ROADWAY EXPRESS, INC., 147 Park Street, Akron, Ohio. Applicant's attorney: William O. Turney, 2001 Massachusetts Avenue, N.W., Washington 6, D.C. Authority sought to operate as a *common carrier*, by motor vehicle, over regular routes, transporting: *General commodities*, except those of unusual value, Class A and B explosives, livestock, household goods as defined by the Commission, commodities in bulk and those requiring special equipment, serving the new plant site of General Electric Company, located approximately two (2) miles southwest of Mount Vernon, Ind., as an off-route point in connection with applicant's authorized regular route operations over U.S. Highway 41 to and from Evansville, Ind.

HEARING: June 16, 1960, at the U.S. Court Rooms, Indianapolis, Ind., before Joint Board No. 72, or, if the Joint Board waives its right to participate before Examiner Charles J. Murphy.

No. MC 2428 (Sub No. 14), filed May 6, 1960. Applicant: HAROLD PRANG, doing business as PRANG TRUCKING, 112 New Brunswick Avenue, Hopelawn (Perth Amboy), N.J. 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: *Silver alloy bars and coins*, from West Point, N.Y., to Carteret, N.J..

NOTE: Applicant holds common carrier authority in Certificate No. MC 113100. Dual operations under section 210 may be involved.

HEARING: July 12, 1960, at 346 Broadway, New York, N.Y., before Examiner Abraham J. Essrick.

No. MC 7640 (Sub No. 17) (Correction), filed April 18, 1960, published in the FEDERAL REGISTER, issue of May 25, 1960. Applicant: BARNES TRUCK LINE, INC., Herring Avenue, Wilson, N.C. Applicant's attorney: James E. Wilson, 1111 E Street N.W., Perpetual Building, Washington, D.C.

NOTE: Previous publication inadvertently omitted applicant's attorney.

HEARING: Remains as assigned, July 25, 1960, at the Charlotte Hotel, Char-

lotte, N.C., before Examiner Hugh M. Nicholson.

No. MC 7746 (Sub No. 101), filed April 6, 1960. Applicant: UNITED TRUCK LINES, INC., East 915 Springfield Avenue, Spokane 2, Wash. Applicant's attorney: George LaBissoniere, 654 Central Building, Seattle 4, Wash. Authority sought to operate as a *common carrier*, by motor vehicle, over regular routes, transporting: *General commodities*, except those of unusual value, Classes A and B explosives, household goods as defined by the Commission, commodities in bulk, and those requiring special equipment, (1) between Spokane, Wash., and port of entry on the International Boundary line between the United States and Canada at or near Laurier, Wash., over U.S. Highway 395, serving no intermediate points, as an alternate route for operating convenience only in connection with applicant's authorized regular route operations; (2) between Spokane, Wash., and port of entry on the International Boundary line between the United States and Canada at or near Boundary, Wash., from Spokane over U.S. Highway 395 to Kettle Falls, Wash., thence over Washington Highway 22 to junction Washington Highway 22A, thence over Washington Highway 22A to port of entry on the International Boundary line between the United States and Canada at or near Boundary, and return over the same route, serving no intermediate points, as an alternate route for operating convenience only in connection with applicant's authorized regular route operations; (3) between Spokane, Wash., and port of entry on the International Boundary line between the United States and Canada at or near Danville and Ferry, Wash., (a) from Spokane over U.S. Highway 2 to Wilbur, Wash., thence over Washington Highway 4 to junction Washington Highway 4A, at Republic, Wash., thence over Washington Highway 4A to port of entry on the International Boundary line between the United States and Canada at or near Danville, and (b) from Curlew, Wash., over unnumbered highway to port of entry on the International Boundary line between the United States and Canada at or near Ferry, and return over these two routes immediately above, serving no intermediate points, as alternate routes for operating convenience only in connection with applicant's authorized regular route operations; (4) between Spokane, Wash., and port of entry on the International Boundary line between the United States and Canada at or near Oroville, Wash., from Spokane over U.S. Highway 2 to Wenatchee, Wash., thence over U.S. Highway 97 to port of entry on the International Boundary line between the United States and Canada at or near Oroville, and return over the same route, serving no intermediate points, as an alternate route for operating convenience only in connection with applicant's authorized regular route operations; and (5) between Spokane, Wash., and port of entry on the International Boundary line between the United States and Canada at

approximately twelve (12) miles north of Metaline Falls, Wash., on Washington Highway 6, from Spokane over combined U.S. Highways 2 and 195 to Newport, Wash., thence over Washington Highway 6 to port of entry on the International Boundary line between the United States and Canada at approximately twelve (12) miles north of Metaline Falls, (also from junction Washington Highway 6B and combined U.S. Highways 2 and 195, approximately 33 miles north of Spokane, over Washington Highway 6B to junction Washington Highway 6 near Usk, Wash.), and return over the same route, serving no intermediate points, as an alternate route for operating convenience only in connection with applicant's authorized regular route operations.

NOTE: Applicant states that the above will be restricted to International Traffic.

**HEARING:** July 20, 1960, at the Davenport Hotel, Spokane, Wash., before Joint Board No. 237, or, if the Joint Board waives its right to participate, before Examiner Harold P. Boss.

No. MC 13784 (Sub No. 4) filed May 17, 1960. Applicant: SNELL TRUCK LINE, INC., P.O. Box 525, Pierceton, Ind. Applicant's attorney: Ferdinand Born, 1017-19 Chamber of Commerce Building, Indianapolis 4, Ind. Authority sought to operate as a *common carrier*, by motor vehicle, over regular routes, transporting: *General commodities*, except those of unusual value, livestock, Class A and B explosives, household goods as defined by the Commission, commodities in bulk, commodities requiring special equipment and those injurious or contaminating to other lading, serving the plant site of the B. F. Goodrich Tire Company, located in Milan Township, Allen County, Ind., approximately 11 to 13 airline miles from the city limits of Fort Wayne, Ind., on U.S. Highway 24 between County Roads Webster and Garver, as an off-route point in connection with applicant's authorized regular route operations to and from Fort Wayne, Ind.

**HEARING:** June 13, 1960, at the U.S. Court Rooms, Indianapolis, Ind., before Joint Board No. 72, or, if the Joint Board waives its right to participate before Examiner Charles J. Murphy.

No. MC 23625 (Sub No. 4), filed April 21, 1960. Applicant: EASTERN TRANSPORTATION COMPANY, INC., 132d Street and Cypress Avenue, New York 54, N.Y. Applicant's attorney: William D. Traub, 10 East 40th Street, New York 16, N.Y. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Refrigerators, ranges, automatic washers, dryers, dishwashers, waste disposal units, water heaters, freezers, air conditioners, ovens, and surface units*, from Newark, N.J., to New York, N.Y., points in Westchester, Orange, Putnam, Dutchess, Nassau, Suffolk, Rockland, Sullivan, and Ulster Counties, N.Y., and Fairfield County, Conn., and *refused, rejected, damaged and returned shipments* of the commodities specified in this application on return. Applicant states the proposed transportation is restricted to a service under contract with Hotpoint

division of General Electric Company, Newark, N.J.

NOTE: Section 210, dual operations, may be involved.

**HEARING:** July 7, 1960, at 346 Broadway, New York, N.Y., before Examiner Abraham J. Essrick.

No. MC 28132 (Sub No. 56) (Amendment), filed April 28, 1960, published in the FEDERAL REGISTER issue of May 11, 1960. Applicant: HVIDSTEN TRANSPORT, INC., 2821 Main Avenue, Fargo, N. Dak. Applicant's attorney: Alan Foss, First National Bank Building, Fargo, N. Dak. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Petroleum and petroleum products*, in bulk, in tank vehicles, between points in Illinois, Iowa, Kansas, Minnesota, Missouri, Nebraska, North Dakota, South Dakota, Wisconsin, and the Upper Peninsula of Michigan.

**HEARING:** Remains as assigned, June 20, 1960, in Room 401 Old Federal Office Building, Fifth and Court Avenues, Des Moines, Iowa, before Examiner Maurice S. Bush.

No. MC 28264 (Sub No. 5) filed May 5, 1960. Applicant: 3 Y MOTOR FREIGHT, INC., E 2110 Broadway Avenue, Spokane, Wash. Authority sought to operate as a *common carrier*, by motor vehicle, over regular routes, transporting: *General commodities*, except those of unusual value, Class A and B explosives, household goods as defined by the Commission, commodities in bulk, commodities requiring special equipment, and those injurious or contaminating to other lading, (1) from Ephrata, Wash., to Stratford, Wash.: from Ephrata over Washington Highway 7 to Stratford, and (2) between Spokane, Wash., and Stratford, Wash.: from Spokane over U.S. Highway 2 to Davenport, Wash., and thence over Washington Highway 7 to Stratford, and return over the same route, serving the intermediate points of Lamona, Odessa, Marlin, and Wilson Creek, Wash.

NOTE: Applicant states, in connection with route (1) above it will carry general commodities interchanged from other common carriers at Ephrata destined to Stratford, Wilson Creek, Marlin, Odessa, and Lamona.

**HEARING:** July 21, 1960, at the Davenport Hotel, Spokane, Wash., before Joint Board No. 80, or, if the Joint Board waives its right to participate, before Examiner Harold P. Boss.

No. MC 29566 (Sub No. 65), filed April 22, 1960. Applicant: SOUTHWEST FREIGHT LINES, INC., 1400 Kansas Avenue, Kansas City 5, Kans. Applicant's attorney: Thomas N. Dowd, Ring Building, Washington 6, D.C. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Gypsum, gypsum products, building materials, roofing and insulating materials, and materials and supplies* used in the installation of such commodities (except liquid commodities, in bulk, in tank vehicles), between the plant site of Bestwall Gypsum Company, near Blue Rapids, Kans., on the one hand, and, on the other, points in Colo-

rado, Iowa, Missouri, Nebraska, and Oklahoma.

**HEARING:** July 18, 1960, at the New Hotel Pickwick, Kansas City, Mo., before Examiner Gerald F. Colfer.

No. MC 29821 (Sub No. 3), filed April 25, 1960. Applicant: NEWBERG AUTO FREIGHT, INC., 111 South Meridian Street, Newberg, Ore. Applicant's attorneys: Earle V. White and Wm. G. Southwell, Fifth Avenue Building, 2130 Southwest Fifth Avenue, Portland 1, Ore. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: (1) *Cans*, from Vancouver, Wash. to Newberg, Springbrook and Dundee, Ore., and *empty pallets, carriers or containers* from above destination points to Vancouver, Wash. on return. (2) *Canned goods*, between Newberg, Springbrook and Dundee, Ore., on the one hand, and, on the other, Vancouver, Wash.

**HEARING:** July 25, 1960, at the Interstate Commerce Commission Hearing Room, 410 Southwest 10th Avenue, Portland, Ore., before Joint Board No. 45, or, if the Joint Board waives its right to participate, before Examiner Harold P. Boss.

No. MC 30311 (Sub No. 15), filed May 25, 1960. Applicant: FREIGHT, INC., 1350 Kelly Avenue, Akron 6, Ohio. Applicant's representative: W. R. Hubbard, 1032 Standard Building, Cleveland 13, Ohio. Authority sought to operate as a *common carrier*, by motor vehicle transporting: *General commodities*, except those of unusual value, livestock, Classes A and B explosives, household goods as defined in *Practices of Motor Common Carriers of Household Goods*, 17 M.C.C. 467, commodities in bulk, commodities requiring special equipment, and those injurious or contaminating to other lading, serving the site of the B. F. Goodrich Company located in Milan Township, Allen County, Ind., approximately 11 to 13 miles from the city limits of Fort Wayne, Ind., on U.S. Highway 24 between County Roads Webster and Garver, as an off-route point in connection with applicant's authorized regular route operations to and from Fort Wayne, Ind., on U.S. Highway 30 between Delphos, Ohio, and Joliet, Ill.

**HEARING:** June 13, 1960, at the U.S. Court Rooms, Indianapolis, Ind., before Joint Board No. 72, or, if the Joint Board waives its right to participate, before Examiner Charles J. Murphy.

No. MC 42329 (Sub No. 144), (CORRECTION), filed May 12, 1960, published in the FEDERAL REGISTER, issue of May 25, 1960. Applicant: HAYES FREIGHT LINES, INC., P.O. Box 213, Winston-Salem, N.C. Applicant's attorney: James W. Lawson, Commonwealth Building, 1625 K Street NW., Washington 6, D.C. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *General commodities*, except those of unusual value, Class A and B explosives, household goods as defined by the Commission, commodities in bulk, and those requiring special equipment, serving the plant site of the B. F. Goodrich Tire Company, located approximately seven (7) miles east of Fort Wayne, Ind., as

an off-route point in connection with applicant's authorized regular-route operations to and from Fort Wayne, Ind.

NOTE: The hearing information contained herein is correct. Previous publication was in error in this regard.

HEARING: June 13, 1960, at the U.S. Court Rooms, Indianapolis, Ind., before Joint Board No. 72, or, if the Joint Board waives its right to participate, before Examiner Charles J. Murphy.

No. MC 42329 (Sub No. 145) (Correction), filed May 12, 1960, published in the FEDERAL REGISTER, issue of May 25, 1960. Applicant: HAYES FREIGHT LINES, INC., P.O. Box 213, Winston-Salem, N.C. Applicant's attorney: James W. Lawson, 1625 K Street NW., Washington 6, D.C. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *General Commodities*, except those of unusual value, Class A and B explosives, household goods as defined by the Commission, commodities in bulk and those requiring special equipment, serving the plant site of the Kelsey-Hayes Company located at the intersection of North Line Road and Huron River Drive, Romulus Township, Wayne County, Mich., as an off-route point in connection with applicant's authorized regular route operations to and from Detroit, Mich.

NOTE: The hearing information contained herein is correct. Previous publication was in error in this regard.

HEARING: June 20, 1960, at the Olds Hotel, Lansing, Mich., before Joint Board No. 76, or, if the Joint Board waives its right to participate, before Examiner Charles J. Murphy.

No. MC 42405 (Sub No. 13), filed May 2, 1960. Applicant: MISTLETOE EXPRESS SERVICE, 111 Harrison, Oklahoma City, Okla. Applicant's attorney: Max G. Morgan, 443-54 American National Building, Oklahoma City 2, Okla. Authority sought to operate as a *common carrier*, by motor vehicle, over regular routes, transporting: *General commodities*, except Classes A and B explosives, moving in express service, between Westville, Okla., and Miami, Okla.: from Westville over U.S. Highway 62 to Rogers, Ark., thence over U.S. Highway 71 to Joplin, Mo., and thence over U.S. Highways 66 and 166 to Miami, Okla., and return over the same routes. Between Westville, Okla., and Gravette, Ark.: from Westville over U.S. Highway 59 to Siloam Springs, Ark., and thence over Arkansas Highway 59 to Junction U.S. Highway 71 near Gravette, Ark., and return over the same routes. Between Siloam Springs, Ark., and Springdale, Ark.: from Siloam Springs, over Arkansas Highway 68 and U.S. Highway 71 to Springdale, Ark., and return over the same routes. Between Afton, Okla., and Neosho, Mo.: from Afton over U.S. Highway 60 to Neosho, Mo., and return over the same routes. Between Seneca, Mo., and Joplin, Mo.: from Seneca over Missouri Highway 43 to Joplin, and return over the same routes. Between Joplin, Mo., and Tulsa, Okla.: from Joplin over Will Rogers Turnpike (Interstate 44) and/or Alternate U.S. Highway 166, and

return over the same routes, serving all intermediate points on the above described routes. Alternate: Between Miami, Okla., and Junction Oklahoma Highway 10 C with Missouri Highway 43 near Seneca, Mo.: from Miami over Oklahoma Highway 10 C to Junction Missouri Highway 43, and return over the same routes.

NOTE: Applicant states that under MC 42405 it holds authority to serve between Tulsa and Miami, Okla., over U.S. Highway 66 that could be served from the Will Rogers Turnpike. Applicant specifically requests the right to tack at any common point with its existing authorities.

HEARING: July 12, 1960, at the Mayo Hotel, Tulsa, Okla., before Examiner Alton R. Smith.

No. MC 46267 (Sub No. 4), filed May 13, 1960. Applicant: RALPH A. SCOTT, doing business as SCOTT FREIGHT SERVICE, 4740 Industrial Road, Fort Wayne, Ind. Applicant's attorney: Ferdinand Born, 1017-19 Chamber of Commerce Building, Indianapolis 4, Ind. Authority sought to operate as a *common carrier*, by motor vehicle, transporting: *General commodities*, except those of unusual value, Classes A and B explosives, livestock, household goods as defined by the Commission, commodities in bulk, commodities requiring special equipment, and those injurious or contaminating to other lading, serving the site of the B. F. Goodrich Tire Company plant, located in Milan Township, Allen County, Ind., approximately eleven (11) to thirteen (13) air line miles from the city limits of Fort Wayne, Ind., between County Roads Webster and Garver on U.S. Highway 24.

HEARING: June 13, 1960, at the U.S. Court Rooms, Indianapolis, Ind., before Joint Board No. 72, or, if the Joint Board waives its right to participate, before Examiner Charles J. Murphy.

No. MC 52652 (Sub No. 3) (Amendment), filed March 14, 1960, published in the FEDERAL REGISTER, issue of April 13, 1960. Applicant: LAWRENCE MOTOR LINES, INC., 21 South Mill Street, Haverhill, Mass. Applicant's attorney: Stanley J. Polak, 111 State Street, Boston 9, Mass. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Pulpboard, pulpboard products, and equipment, materials, and supplies* used in the manufacture of pulpboard, except commodities in bulk, in tank or hopper vehicles, between Hampton, N.H., on the one hand, and, on the other, New York, N.Y., and points in New York and New Jersey within 30 miles of New York and points in New Hampshire, Maine, Massachusetts, Rhode Island and Connecticut. Applicant states the proposed operations will be under a continuing contract with J. D. Cahill Co., Haverhill, Mass.

NOTE: The purpose of this republication is to reflect the amendment to restrict the application against the transportation of commodities in bulk, in tank or hopper vehicles.

HEARING: Remains as assigned, June 21, 1960, at the New Post Office and Court House Building, Boston, Mass., before Examiner Isadore Freidson.

No. MC 52869 (Sub No. 58) (Amendment), filed March 3, 1960, published in the FEDERAL REGISTER, issue of May 11, 1960. Applicant: NORTHERN TANK LINE (Corporation), 8 South Seventh Street, Miles City, Mont. Applicant's attorney: Robert W. Burchmore, 2106 Field Building, Chicago 3, Ill. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Petroleum products*, in bulk, in tank vehicles, from points in Ward County, N. Dak., to points in South Dakota and Minnesota and *contaminated or refused products* on return.

HEARING: Remains as assigned, July 20, 1960, at the North Dakota Public Service Commission, Bismarck, N. Dak., before Joint Board No. 143, or, if the Joint Board waives its right to participate, before Examiner Lyle C. Farmer.

No. MC 55896 (Sub No. 9), filed May 18, 1960. Applicant: RAY WILLIAMS FREIGHT LINES, INC., 1757 Southfield Road, Lincoln Park, Mich. Applicant's attorney: Carl L. Steiner, 39 South La Salle Street, Chicago 3, Ill. Authority sought to operate as a *common carrier*, by motor vehicle, over regular routes, transporting: *General commodities*, except those of unusual value, and Classes A and B explosives, household goods as defined by the Commission, commodities in bulk, and commodities requiring special equipment, serving the site of the B. F. Goodrich Tire Co., plant located in Milan Township, Allen County, Ind. (approx. (12) miles from Fort Wayne, Ind.), on U.S. Highway 24, between County Roads Webster and Garver, as an off-route point in connection with applicant's presently authorized certificated authority.

HEARING: June 13, 1960, at the U.S. Court Rooms, Indianapolis, Ind., before Joint Board No. 72, or, if the Joint Board waives its right to participate, before Examiner Charles J. Murphy.

No. MC 59014 (Sub No. 21) (Correction), filed April 18, 1960, published in the FEDERAL REGISTER, issue of May 25, 1960. Applicant: TALLANT TRANSFER COMPANY, INC., 1341 Second Avenue SW., Hickory, N.C. Applicant's attorney: James E. Wilson, 1111 E Street, NW., Perpetual Building, Washington, D.C.

NOTE: Previous publication inadvertently omitted applicant's attorney.

HEARING: Remains as assigned, July 25, 1960, at the Charlotte Hotel, Charlotte, N.C., before Examiner Hugh M. Nicholson.

No. MC 59185 (Sub No. 24), filed May 23, 1960. Applicant: HIGHWAY EXPRESS, INC., 2416 West Superior Avenue, Cleveland, Ohio. Applicant's representative: J. C. Schriener, 3350 Superior Avenue, Cleveland 14, Ohio. Authority sought to operate as a *common carrier*, by motor vehicle, transporting: *General commodities*, except those of unusual value, Classes A and B explosives, household goods as defined by the Commission, commodities in bulk, and those requiring special equipment, between Cleveland, Ohio, and Romulus Township, Wayne County, Mich., as follows: To serve the plant site of the Kelsey-Hayes

Co., located at North Line Road and Huron River Drive, Romulus Township, Wayne County, Mich., as an off-route point in connection with applicant's regular route operations to and from Detroit, Mich., under Certificate No. MC 59185.

**HEARING:** June 20, 1960, at the Olds Hotel, Lansing, Mich., before Joint Board No. 76, or, if the Joint Board waives its right to participate, before Examiner Charles J. Murphy.

No. MC 64932 (Sub No. 273) (Amendment), filed May 11, 1960, published in the FEDERAL REGISTER issue of May 25, 1960. Applicant: ROGERS CARTAGE CO., a Corporation, 1934 South Wentworth Avenue, Chicago, Ill. Applicant's attorney: David Axelrod, 39 South La Salle Street, Chicago 3, Ill. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Petroleum and petroleum products*, in bulk, in tank vehicles, between points in Illinois, Iowa, Missouri, Kansas, Nebraska, Minnesota, North Dakota, South Dakota, Upper Peninsula of Michigan, and Wisconsin.

**HEARING:** Remains as assigned, June 20, 1960, in Room 401 Old Federal Office Building, Fifth and Court Avenues, Des Moines, Iowa, before Examiner Maurice S. Bush.

No. MC 69116 (Sub No. 51), filed March 28, 1960. Applicant: SPECTOR FREIGHT SYSTEM, INC., 3100 South Wolcott Avenue, Chicago 8, Ill. Applicant's attorney: David Axelrod, 39 South La Salle Street, Chicago 3, Ill. Authority sought to operate as a *common carrier* by motor vehicle, over regular routes, transporting: *General commodities*, except those of unusual value, Classes A and B explosives, household goods as defined by the Commission, commodities in bulk, commodities requiring special equipment, and those injurious or contaminating to other lading, over the following alternate routes, for operating convenience only, between Kansas City, Mo., and St. Louis, Mo., serving no intermediate points, as follows: (a) From Kansas City, Mo., over U.S. Highway 40 to St. Louis, Mo., and return over the same route; (b) Between Junction U.S. Highway 40 and U.S. Bypass Highway 40 near Wentzville, Mo., and St. Louis, Mo., serving no intermediate points, as follows: from Junction U.S. Highway 40 and U.S. Bypass Highway 40 near Wentzville, Mo., over U.S. Bypass Highway 40 to Junction U.S. Alternate Highway 40; thence over U.S. Alternate Highway 40 to St. Louis, and return over the same route; and (c) Between Junction U.S. Highway 40 and U.S. Bypass Highway 40 near Wentzville, Mo., and Junction U.S. Bypass Highway 40 and U.S. Highway 40 approximately 2 miles east of Troy, Ill., serving no intermediate points, as follows: from Junction U.S. Highway 40 and U.S. Bypass Highway 40 near Wentzville, Mo., over U.S. Bypass Highway 40, to Junction U.S. Highway 40 approximately 2 miles east of Troy, Ill.

**HEARING:** July 20, 1960, at the New Hotel Pickwick, Kansas City, Mo., before Joint Board No. 36, or, if the Joint

Board waives its right to participate, before Examiner Gerald F. Colfer.

No. MC 69365 (Sub No. 12), filed April 25, 1960. Applicant: CONTRACT CARRIER SERVICE, INC., P.O. Box 3083, Eugene, Oreg. Applicant's attorney: Earl V. White, Fifth Avenue Building, 2130 Southwest Fifth Avenue, Portland 1, Oreg. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Laminated wooden beams, timbers, and arches*, from the site of the plant of Rilco Laminated Products Division of Weyerhaeuser Company at or near Cottage Grove, Oreg., to points in Washington.

**HEARING:** July 27, 1960, at the Interstate Commerce Commission Hearing Room, 410 Southwest 10th Avenue, Portland, Oreg., before Joint Board No. 45, or, if the Joint Board waives its right to participate, before Examiner Harold P. Boss.

No. MC 69833 (Sub-No. 55), filed May 18, 1960. Applicant: ASSOCIATED TRUCK LINES, INC., 15 Andre Street, SE., Grand Rapids 7, Mich. Applicant's attorney: Walter N. Bieneman, Guardian Building, Detroit 26, Mich. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Scrap metals*, in bulk, and *general commodities*, except those of unusual value, Classes A and B explosives, household goods as defined by the Commission, commodities in bulk, and commodities requiring special equipment, serving the site of the Kelsey-Hayes Company Plant located at the intersection of Northline Road and Huron River Drive, Romulus Township, Wayne County, Mich., as an off-route point in connection with carrier's authorized operations between Detroit, Mich. and various points in Michigan, Illinois, Indiana and Ohio.

**HEARING:** June 20, 1960, at the Olds Hotel, Lansing, Mich., before Joint Board No. 76, or, if the Joint Board waives its right to participate before Examiner Charles J. Murphy.

No. MC 76888 (Sub No. 3), filed April 26, 1960. Applicant: EQUITY EXPRESS, INC., Pier 68, North River, New York, N.Y. Applicant's attorney: Morris Honig, 150 Broadway, New York 38, N.Y. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes transporting: *Aluminum articles, housewares, kitchenware, cooking utensils, electric housewares, toys, gift wares, boats and enameled sheet steel wares*, from piers located in the Commercial Zone of New York, N.Y., as defined by the Commission, to points in Nassau and Westchester Counties, N.Y.

**HEARING:** July 11, 1960, at 346 Broadway, New York, N.Y., before Examiner Abraham J. Essrick.

No. MC 84737 (Sub No. 71) (Correction), filed April 18, 1960, published in the FEDERAL REGISTER, issue of May 25, 1960. Applicant: NILSON MOTOR EXPRESS, a Corporation, P.O. Box 6038, Myers Branch, Charleston, S.C. Applicant's attorney: James E. Wilson, 1111 E Street NW., Perpetual Building, Washington, D.C.

**NOTE:** The purpose of this republication is to show applicant's correct name and also to give applicant's attorney's correct address.

**HEARING:** Remains as assigned, July 25, 1960, at the Charlotte Hotel, Charlotte, N.C. before Examiner Hugh M. Nicholson.

No. MC 92983 (Sub No. 377), filed April 14, 1960. Applicant: ELDON MILLER, INC., 330 East Washington Street, Iowa City, Iowa. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Liquefied petroleum gas*, in bulk, in tank vehicles, between points in Illinois, Iowa, Kansas, Minnesota, Missouri, Nebraska, North Dakota, South Dakota, the Upper Peninsula of Michigan, and Wisconsin.

**HEARING:** June 20, 1960, in Room 401 Old Federal Office Building, Fifth and Court Avenues, Des Moines, Iowa, before Examiner Maurice S. Bush.

No. MC 95876 (Sub No. 15) (Republication) filed February 23, 1960, published in the FEDERAL REGISTER, issue of March 9, 1960. Applicant: ANDERSON TRUCKING SERVICE, INC., 203 Cooper Avenue N., St. Cloud, Minn. 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: *Granite, stone, marble and slate*, between points in Kansas, Missouri and Oklahoma, on the one hand, and, on the other, points in Kansas, Missouri, Oklahoma, Texas, Nebraska, South Dakota North Dakota, Minnesota, Iowa, Wisconsin, Illinois, Indiana, Ohio, Michigan, Pennsylvania, New York and Vermont.

**NOTE:** The purpose of this republication is to eliminate the second part of application, as originally published.

**HEARING:** July 19, 1960, at the New Hotel Pickwick, Kansas City, Mo., before Examiner Gerald F. Colfer.

No. MC 96952 (Sub No. 1), filed May 4, 1960. Applicant: MAX J. POSNER SERVICE, INC., 321 West 35th Street, New York, N.Y. Applicant's attorney: Morris Honig, 150 Broadway, New York 38, N.Y. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Wearing apparel and accessories*, from New York, N.Y., to White Plains, N.Y.

**HEARING:** July 12, 1960, at 346 Broadway, New York, N.Y., before Examiner Abraham J. Essrick.

No. MC 99340 (Sub No. 1), filed April 25, 1960. Applicant: DANIEL ROSE, CARL SCHERF AND ROBERT H. SHERWOOD, doing business as LIBERTY-MIDDLETOWN EXPRESS, 196 Sprague Avenue, Liberty, N.Y. Applicant's attorney: John J. Brady, Jr., 75 State Street, Albany, N.Y. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *General commodities*, except those of unusual value, and except Classes A and B explosives, household goods as defined by the Commission, commodities in bulk, and commodities requiring special equipment, between

points in The Townships of Wawarsing and Rochester in Ulster County, N.Y., on the one hand, and, on the other, Poughkeepsie, Dutchess County, N.Y.

NOTE: Applicant conducts operations under the Second Proviso of section 206(a) (1) in No. MC 99340.

HEARING: July 19, 1960, at the Federal Building, Albany, N.Y., before Examiner Abraham J. Essrick.

No. MC 103880 (Sub No. 204), filed April 11, 1960. Applicant: PRODUCERS TRANSPORT, INC., 224 Buffalo Street, New Buffalo, Mich. Applicant's attorney: David Axelrod, 39 South La Salle Street, Chicago 3, Ill. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Petroleum and petroleum products*, in bulk, in tank vehicles, between points in Illinois, Iowa, Missouri, Kansas, Nebraska, Minnesota, North Dakota, South Dakota, Upper Peninsula of Michigan, and Wisconsin.

HEARING: June 20, 1960, in Room 401 Old Federal Office Building, Fifth and Court Avenues, Des Moines, Iowa, before Examiner Maurice S. Bush.

No. MC 105865 (Sub No. 1), filed March 2, 1960. Applicant: ALVIN SMART, Beattie, Kans. Applicant's attorney: John E. Jandera, 641 Harrison Street, Topeka, Kans. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: (1) *Fertilizer*, dry, from Horn and St. Joseph, Mo., to points in Nemaha, Marshall, Washington, Pottawatomie and Jackson Counties, Kans., and points in Pawnee and Gage Counties, Nebr.; and from Lawrence, Kans. to points in Pawnee and Gage Counties, Nebr., (2) *Processed mill feeds*, from St. Joseph, Mo., to points in Nemaha, Marshall, Washington, Pottawatomie, and Jackson Counties, Kans., and points in Pawnee and Gage Counties, Nebr.

HEARING: July 21, 1960, at the New Hotel Pickwick, Kansas City, Mo., before Joint Board No. 36, or, if the Joint Board waives its right to participate, before Examiner Gerald F. Colfer.

No. MC 106373 (Sub No. 25), filed May 23, 1960. Applicant: THE SERVICE TRANSPORT CO. a Corporation, 11910 Harvard Avenue, Cleveland, Ohio. Applicant's attorney: Herbert Baker, 50 West Broad Street, Columbus 15, Ohio. Authority sought to operate as a *common carrier*, by motor vehicle, transporting: *General commodities*, except articles of size or weight that makes handling by motor vehicle impractical, bank bill coins, currency, drafts, notes, or other valuable papers, precious metals or articles manufactured therefrom, Classes A and B explosives, liquid bulk commodities, and household goods, serving the plant site of The Kelsey Hayes Company located at the intersection of North Line Road and Huron River Drive, Romulus Township, Wayne County, Mich., as an off route point in connection with applicant's existing authorized regular route service at Detroit, Mich., which reads in part as follows: Between Youngstown, Ohio, and points in Michigan, New York, Ohio, and Pennsylvania.

HEARING: June 20, 1960, at the Olds Hotel, Lansing, Mich., before Joint

Board No. 76, or, if the Joint Board waives its right to participate, before Examiner Charles J. Murphy.

No. MC 106943 (Sub No. 70), filed May 23, 1960. Applicant: EASTERN EXPRESS, INC., 1450 Wabash Avenue, Terre Haute, Ind. Applicant's attorney: John E. Lesow, 3737 North Meridian Street, Indianapolis 8, Ind. Authority sought to operate as a *common carrier*, by motor vehicle, transporting: *General commodities*, except Classes A and B explosives, livestock, grain, petroleum products in bulk, household goods, as defined by the Commission, and commodities requiring special equipment, serving the site of the plant of the B. F. Goodrich Tire Company, Milan Township, Allen County, Ind., approximately 11 miles east of Fort Wayne, Ind., as an off-route point in connection with carrier's authorized regular route operations to and from Fort Wayne, Ind.

HEARING: June 13, 1960, at the U.S. Court Rooms, Indianapolis, Ind., before Joint Board No. 72, or, if the Joint Board waives its right to participate, before Examiner Charles J. Murphy.

No. MC 107010 (Sub No. 6) filed May 23, 1960. Applicant: Ralph E. Darling, doing business as DARLING TRANSPORT SERVICE, Auburn, Nebr. Applicant's attorney: C. J. Burrill, 904 City National Bank Building, Omaha 2, Nebr. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Liquid petroleum gas*, in bulk, in tank vehicles, and *empty containers or other such incidental facilities* used in transporting liquid petroleum gas, and *damaged or rejected shipments*, thereof, between points in Illinois, Iowa, Kansas, Minnesota, Missouri, North Dakota, South Dakota, the Upper Peninsula of Michigan, Wisconsin, and Nebraska.

HEARING: June 20, 1960, at Room 401 Old Federal Office Building, Fifth and Court Avenues, Des Moines, Iowa, before Examiner Maurice S. Bush.

No. MC 107409 (Sub No. 22) (Correction), filed April 18, 1960, published in the FEDERAL REGISTER, issue of May 25, 1960. Applicant: Ratliff & Ratliff, Inc., P.O. Box 399, Highway 742, Wadesboro, N.C. Applicant's attorney: James E. Wilson, 1111 E Street NW., Perpetual Building, Washington, D.C.

NOTE: Previous publication inadvertently omitted applicant's attorney.

HEARING: Remains as assigned, July 25, 1960, at the Charlotte Hotel, Charlotte, N.C., before Examiner Hugh M. Nicholson.

No. MC 107698 (Sub No. 26), filed March 14, 1960. Applicant: BONANZA, INC., Southeast 28th Street and Sooner Road, P.O. Box 5526, Midwest City, Okla. Applicant's attorney: Charles D. Dudley, Leonhardt Building, Oklahoma City, Okla. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Preserved and processed foods*, in cans and containers, from points in Alameda, Contra Costa, Imperial, Fresno, Kern, Los Angeles, Monterey, Orange, Riverside, Sacramento, Stanislaus, San Benito, San Francisco, San Joaquin, San Mateo,

Santa Ana, Santa Barbara, Santa Clara, Tulare, Ventura, and Yuba Counties, Calif., to points in Oklahoma and Benton and Crawford Counties, Ark., and points in Jasper and Newton Counties, Mo.

HEARING: July 18, 1960, at the Federal Building, Oklahoma City, Okla., before Examiner Alton B. Smith.

No. MC 109435 (Sub No. 10), filed March 25, 1960. Applicant: ELLSWORTH BROS., TRUCK LINE, INC., Drawer J, Stroud, Okla. Applicant's attorney: Wilburn L. Williamson, 443-54 American National Building, Oklahoma City 2, Okla. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Cement*, in Bulk, and in Bags, or packages, from Pryor, Okla., and points within a 10 mile radius thereof to points within a 200 mile radius of origin.

HEARING: July 19, 1960, at the Federal Building, Oklahoma City, Okla., before Joint Board No. 88, or, if the Joint Board waives its right to participate, before Examiner Alton R. Smith.

No. MC 112223 (Sub No. 50) (Amendment), filed May 11, 1960, published in the FEDERAL REGISTER, issue of May 25, 1960. Applicant: QUICKIE TRANSPORT COMPANY, 1121 South Seventh Street, Minneapolis 4, Minn. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Petroleum and petroleum products*, in bulk, in tank vehicles, between points in Illinois, Iowa, Kansas, Minnesota, Missouri, Nebraska, North Dakota, South Dakota, Upper Peninsula of Michigan, and Wisconsin, and *empty containers or other such incidental facilities* (not specified), used in transporting the commodities specified in this application on return.

NOTE: Applicant states all duplicating authority will be eliminated.

HEARING: Remains as assigned, June 20, 1960, in Room 401, Old Federal Office Building, Fifth and Court Avenues, Des Moines, Iowa, before Examiner Maurice S. Bush.

No. MC 112822 (Sub No. 21), filed March 21, 1960. Applicant: EARL BRAY, INC., P.O. Box 910 Linwood and North Streets, Cushing, Okla. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Liquefied petroleum gases*, in bulk, in tank vehicles, (1) from terminals located on and within three (3) miles of the Mid-America Pipeline Company Pipeline in Missouri, to points in Iowa, Nebraska, Illinois, and that part of Kansas on and east of U.S. Highway 81 and on and north of a line beginning at McPherson, Kans. and extending along U.S. Highway 56 (formerly U.S. Highway 50N) to junction U.S. Highway 59, thence along U.S. Highway 59 to Lawrence, Kans., and thence along U.S. Highway 40 to the Kansas-Missouri State line; (2) from terminals located on and within three (3) miles of the Mid-America Pipeline Company Pipeline in Nebraska, to points in Iowa, and that part of Missouri on and north of U.S. Highway 40, and points in that part of Kansas on and east of a line beginning at the Nebraska-Kansas State line at U.S. Highway 81, and

extending along U.S. Highway 81 to Newton, Kans., and on and north of U.S. Highway 50 from Newton, Kans. to the Kansas-Missouri State line; and (3) from Terminals located on and within three (3) miles of the Mid-America Pipeline Company Pipeline in Iowa, to points in Illinois, and that part of Missouri on and north of U.S. Highway 40; and *damaged or rejected shipments* of the above-specified commodity, on return.

**HEARING:** July 15, 1960, at the Mayo Hotel, Tulsa, Okla., before Examiner Alton R. Smith.

No. MC 113267 (Sub No. 21), filed April 25, 1960. Applicant: CENTRAL & SOUTHERN TRUCK LINES, INC., 312 West Morris Street, Caseyville, Ill. Authority sought to operate as a *common or contract carrier*, by motor vehicle, over irregular routes, transporting: *Stone, stone products, slag, slate, soap stone or talc*, from points in Georgia, North Carolina, South Carolina, and Tennessee to points in Illinois, Iowa, and Missouri.

**NOTE:** Applicant has contract carrier authority under Permit No. MC 50132 and Sub Numbers thereunder. Dual authority under section 210 may be involved. A proceeding has been instituted under section 212(c) in No. MC 50132 (Sub No. 38) to determine whether applicant's status is that of a common or contract carrier.

**HEARING:** July 13, 1960, at the U.S. Court House and Custom House, 1114 Market Street, St. Louis, Mo., before Examiner Gerald F. Colfer.

No. MC 113779 (Sub No. 120) filed April 11, 1960. Applicant: YORK INTERSTATE TRUCKING, INC., 9020 La Porte Expressway, P.O. Box 12385, Houston 17, Tex. Applicant's attorney: Dale Woodall (same address as applicant). Authority sought to operate as a *common carrier*, by motor vehicle over, irregular routes, transporting: (1) *Phosphoric and sulphuric acids*, in bulk, in tank vehicles from Tulsa, Okla., to points in Tennessee and Louisiana, and (2) *Sulphuric acid*, from Tulsa, Okla., to points in Arkansas.

**HEARING:** July 15, 1960, at the Mayo Hotel, Tulsa, Okla., before Examiner Alton R. Smith.

No. MC 113950 (Sub No. 5), filed April 27, 1960. Applicant: FIRST NATIONAL HAULAGE CO., INC., 215 North Ninth Street, Brooklyn, N.Y. Applicant's attorney: Morris Honig, 150 Broadway, New York 38, N.Y. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Motor-cycles and scooters, and bodies, frames, motors and parts thereof*, when transported in the same vehicle and at the same time as motor-cycles and scooters, and as separate shipments when required by the shipper, between points in the New York, N.Y., Commercial Zone, as defined by the Commission, on the one hand, and, on the other Hasbrouck Heights, N.J.

**HEARING:** July 11, 1960, at 346 Broadway, New York, N.Y., before Examiner Abraham J. Essrick.

No. MC 114098 (Sub No. 9) (Correction), filed April 18, 1960, published in the FEDERAL REGISTER, issue of May 25, 1960. Applicant: LOWTHER TRUCKING CO., a Corporation, 521 Penman

Street, Charlotte, N.C. Applicant's attorney: James E. Wilson, 1111 E Street NW., Perpetual Building, Washington, D.C.

**NOTE:** Previous publication inadvertently omitted applicant's attorney.

**HEARING:** Remains as assigned, July 25, 1960, at the Charlotte Hotel, Charlotte, N.C., before Examiner Hugh M. Nicholson.

No. MC 116319 (Sub No. 4), filed April 15, 1960. Applicant: MIDLAND PACIFIC TRANSPORT, INC., 2928 North Nevada Street, Spokane, Wash. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Bulk Cement*, (1) from Spokane County, Wash., to Benewah County, Idaho, and (2) between Spokane, Wash., and St. Maries, Idaho.

**HEARING:** July 22, 1960, at the Davenport Hotel, Spokane, Washington, before Joint Board No. 169, or, if the Joint Board waives its right to participate, before Examiner Harold P. Boss.

No. MC 116810 (Sub No. 4), filed April 29, 1960. Applicant: BLAIR TRANSPORT, INC., P.O. Box 216, Riverside, N.J. Applicant's representative: Jacob Polin, 426 Barclay Building, City Line at Belmont Avenue, Bala-Cynwyd, Pa. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *General commodities*, except those of unusual value, Class A and B explosives, liquor, household goods as defined by the Commission, commodities in bulk, commodities requiring special equipment, and those injurious or contaminating to other lading, between New York, N.Y., on the one hand, and, on the other Providence, R.I., points in Massachusetts on and east of U.S. Highway 5, and those in Connecticut on and east of U.S. Highway 5 and those on U.S. Highway 1 between the Connecticut-New York State line and New Haven, Conn.

**NOTE:** Applicant states the proposed service embraces only a change of gateway, as it is authorized in Certificate No. MC 116810 to perform the entire proposed service by combination of its existing general commodities authorities via Fort Lee, N.J., as a gateway point.

**HEARING:** July 6, 1960, at 346 Broadway, New York, N.Y., before Examiner Abraham J. Essrick.

No. MC 117427 (Sub No. 15) (Correction), filed April 18, 1960, published in the FEDERAL REGISTER, issue of May 25, 1960. Applicant: G. G. PARSONS, G. G. PARSONS TRUCKING COMPANY, P.O. Box 746, North Wilkesboro, N.C. Applicant's attorney: James E. Wilson, 1111 E Street NW., Perpetual Building, Washington, D.C.

**NOTE:** Previous publication inadvertently omitted applicant's attorney.

**HEARING:** Remains as assigned, July 25, 1960, at the Charlotte Hotel, Charlotte, N.C., before Examiner Hugh M. Nicholson.

No. MC 117640 (Sub No. 1), filed February 25, 1960. Applicant: CEE BEE AUTOMOTIVE DISTRIBUTORS, INC., Central Bridge, N.Y. Applicant's attorney: Arthur M. Marshall, 145 State Street, Springfield 3, Mass. Authority

sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Used, rebuilt or reconditioned engines, automatic transmissions, brake shoes and automobile parts, and accessories, equipment, parts or supplies* used or useful in rebuilding and reconditioning automatic transmissions, brake shoes and automobile parts, between Amsterdam, and Central Bridge, N.Y., on the one hand, and, on the other, points in Connecticut, Delaware, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont, Virginia, West Virginia, and the District of Columbia.

**NOTE:** Applicant states the proposed operations will be under a contract or contracts with Lal-Par Manufacturing Co., Inc. and other companies controlled by Kenneth T. Lally and Charles A. Parsons.

**HEARING:** July 20, 1960, at the Federal Building, Albany, N.Y., before Examiner Abraham J. Essrick.

No. MC 118002 (Sub No. 1), filed May 18, 1960. Applicant: C. M. MILLS, doing business as MILLS WHOLESALE PRODUCE CO., P.O. Box 65, Winfield, Ala. Applicant's representative: Robert E. Tate, Traffic Building, 2031 Ninth Avenue South, Birmingham, Ala. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Bananas*, in straight shipments or in mixed shipments with *exempt commodities*, from Gulfport, Miss., to Birmingham, Ala.

**NOTE:** Applicant states on return trip he proposes to transport produce to Mississippi and bananas back, also supporting consignee now gets bananas from New Orleans, La.

**HEARING:** June 22, 1960, Room 307, Masonic Temple Building 333 St. Charles Street, New Orleans, La., before Joint Board No. 14, or, if the Joint Board waives its right to participate, before Examiner Henry A. Cockrum.

No. MC 118024 (Sub No. 1), filed May 18, 1960. Applicant: SUNNYLAND REFINING COMPANY, INC., 3330 10th Avenue North, Birmingham, Ala. Applicant's representative: Robert E. Tate, Traffic Building, 2031 Ninth Avenue South, Birmingham, Ala. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: (1) *Bananas*, in straight shipments or in mixed shipment with *exempt commodities*, between Gulfport, Miss., and Birmingham, Ala. (2) *Oleomargarine*, from Birmingham, Ala., to Gulfport, Miss.

**HEARING:** June 22, 1960, Room 307 Masonic Temple Building, 333 St. Charles Street, New Orleans, La., before Joint Board No. 14, or, if the Joint Board waives its right to participate before Examiner Henry A. Cockrum.

No. MC 118101 (Sub No. 2), filed May 18, 1960. Applicant: RAY GILBERT, JR., Route 3, Box 390, Muskogee, Okla. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Bananas*, from Gulfport, Miss., to points in Iowa, Kansas, Minnesota, Missouri, Nebraska, South Dakota, and Wyoming, and *exempt commodities*, on return.

**HEARING:** June 22, 1960, at the Federal Office Building, 600 South Street,

New Orleans, La., before Examiner Henry A. Cockrum.

No. MC 118128 (Sub No. 2), filed May 18, 1960. Applicant: ED HOPSON PRODUCE COMPANY, INC., 211 Meadow Avenue, Oxford, Ala. Applicant's representative: Robert E. Tate, Traffic Building, 2031 Ninth Avenue South, Birmingham, Ala. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Bananas*, in straight shipments or in mixed shipments with *exempt commodities*, between Gulfport, Miss., and all points in the United States, except Alaska and Hawaii.

NOTE: Applicant states that *exempt commodities*, under section 203(b) 6 of the Act will be transported, on return.

HEARING: June 22, 1960, Room 307, Masonic Temple Building, 333 St. Charles Street, New Orleans, La., before Examiner Henry A. Cockrum.

No. MC 118200 (Sub No. 2), filed May 25, 1960. Applicant: CHARLES SHERWOOD, doing business as CHARLES SHERWOOD PRODUCE, 710 West Seventh Street, Muncie, Ind. Applicant's attorney: Mario Pieroni, Johnson Building, Muncie, Ind. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Bananas*, from Gulfport, Miss., to points in Indiana and De Kalb, Ill.

HEARING: June 22, 1960, in Room 307, Masonic Temple Building, 333 St. Charles Street, New Orleans, La., before Examiner Henry A. Cockrum.

No. MC 118201 (Sub No. 1) filed May 18, 1960. Applicant: JOHN SEPHTON, doing business as JOHN SEPHTON PRODUCE CO., 403 Marine Street, Mobile, Ala. Applicant's representative: Robert E. Tate, Traffic Building, 2031 Ninth Avenue South, Birmingham, Ala. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Bananas*, in straight shipments or in mixed shipments with *exempt commodities*, from Gulfport, Miss., to Chicago, Ill., Indianapolis, Ind., Flint, Detroit, and Lansing, Mich., Columbus, Cleveland and Dayton, Ohio.

NOTE: Applicant states that *exempt commodities* under section 203(b) 6 of the Act will be transported on return.

HEARING: June 22, 1960, Room 307 Masonic Temple Building, 333 St. Charles Street, New Orleans, La., before Examiner Henry A. Cockrum.

No. MC 118431 (Sub No. 2) filed May 17, 1960. Applicant: EARL M. YOUNG, 2858 Washington, Lincoln, Nebr. Applicant's attorney: H. Max Harding, IBM Building, 605 South 12th Street, P.O. Box 2041, Lincoln 8, Nebr. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Bananas*, from Gulfport, Miss., and Mobile, Ala., to points in Nebraska, and *exempt commodities*, on return.

HEARING: June 22, 1960, at the Federal Office Building, 600 South Street, New Orleans, La., before Examiner Henry A. Cockrum.

No. MC 118746 (Sub No. 2) filed May 18, 1960. Applicant: NOEL E. TID-

WELL, doing business as CULLMAN BANANA SUPPLY, 104 East First Avenue, Cullman, Ala. Applicant's representative: Robert E. Tate, Traffic Building, 2031 Ninth Avenue South, Birmingham, Ala. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Bananas*, in straight shipments or in mixed shipments with *exempt commodities*, between Gulfport, Miss., and all points in the United States, except Alaska and Hawaii.

NOTE: Applicant states that *exempt commodities*, under section 203(b) (6) of the Act will be transported, on return.

HEARING: June 22, 1960, Room 307 Masonic Temple Building, 333 St. Charles Street, New Orleans, La., before Examiner Henry A. Cockrum.

No. MC 119268 (Sub No. 5), filed May 18, 1960. Applicant: OSBORN, INC., 124 Court Street, Gadsden, Ala. Applicant's representative: Robert E. Tate, Traffic Building, 2031 Ninth Avenue South, Birmingham, Ala. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Bananas*, in straight shipments or in mixed shipments with *exempt commodities*, between Gulfport, Miss., and all points in the United States, except Alaska and Hawaii.

NOTE: Applicant states that *exempt commodities*, under section 203(b) 6 of the Act will be transported, on return.

HEARING: June 22, 1960, Room 307, Masonic Temple Building, 333 St. Charles Street, New Orleans, La., before Examiner Henry A. Cockrum.

No. MC 119396 (Sub No. 1), filed April 28, 1960. Applicant: MILTON PLAFKER, doing business as NULAND TRANSPORTATION CO., 32-48 87th Street, Jackson Heights, Long Island, 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: *Wire*, in coils, *steel poles and rods*, bundled, *nuts and bolts* as used in the manufacture of fences and *empty containers or other such incidental facilities* (not specified) used in transporting the above-specified commodities, between points in the New York, N.Y., Commercial Zone, as defined by the Commission, and Hicksville, Long Island, N.Y., and Bethpage, N.Y. Applicant states the restriction that the operations to be authorized are limited to a transportation service to be performed under a continuing contract, or contracts, with Ideal Fence Supply Company, Hicksville, N.Y.

HEARING: July 8, 1960, at 346 Broadway, New York, N.Y., before Examiner Abraham J. Essrick.

No. MC 119426, filed January 12, 1960. Applicant: ARCHIE GOOKSTETTER, doing business as GOOKSTETTER HORSE VAN SERVICE, Box 241; Coeur d'Alene, Idaho. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Horses*, other than ordinary, and in the same vehicle with such horses, *stable supplies and equipment* used in their care and exhibition, *Mascots*, and the

*personal effects of their attendants, trainers, and exhibits*, between points in Washington, Idaho, Montana, Oregon, Nevada, California, and Arizona.

HEARING: July 18, 1960, at the Davenport Hotel, Spokane, Wash., before Examiner Harold P. Boss.

No. MC 119433, Filed January 18, 1960. Applicant: SERVICE TANK LINES, INC., P.O. Box 277, Parkwater Station, Spokane 6, Wash. Applicant's attorney: Robert M. Brown, 902 Paulsen Building, Spokane 1, Wash. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Asphalts and residual fuel oil products*, in bulk, in tank vehicles, from Seattle, Tacoma, Edmonds, Richmond Beach, Point Wells, Pasco, and Spokane, Wash., to points in Idaho north of the southern boundary of Idaho County, and to points in Lincoln, Flathead, Sanders, Lake, Mineral, Missoula, Ravalli, Granite, and Beaverhead, Mont. From Spokane and Pasco, Wash., to points in Wallawa, Union, Baker, Umatilla, Morrow, Gilliam, Wheeler, and Grant Counties, Oreg. From Kalispell, Cut Bank, Sunburst, Kevin, Chinook, Great Falls, Laurel, and Billings, Mont., to points in Idaho north of the southern boundary of Idaho County, and to points in Washington.

NOTE: Applicant states the return movement will be only from the loading points indicated.

HEARING: July 18, 1960, at the Davenport Hotel, Spokane, Wash., before Examiner Harold P. Boss.

No. MC 119443 (Sub No. 4), filed April 25, 1960. Applicant: P. E. KRAMME, INC., Monroeville, N.J. Applicant's attorneys: V. Baker Smith and Robert H. 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: *Liquid chocolate, liquid chocolate coatings, liquid chocolate liquor and liquid cocoa butter*, in bulk, in heated tank vehicles, from Newark, N.J., to Richmond, Va., and *rejected shipments* of the commodities specified on return.

HEARING: July 7, 1960, at 346 Broadway, New York, N.Y., before Examiner Abraham J. Essrick.

No. MC 119493 (Sub No. 3), filed April 29, 1960. Applicant: MONKEN COMPANY, INC., 1206 East Seventh Street, P.O. Box 689, Joplin, Mo. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Manufactured asphalt roofing*, from Joplin, Mo., and points within 15 miles thereof, to points in Arkansas, Oklahoma and Kansas beyond 250 miles of Joplin, Mo. *Materials used in the manufacture of asphalt roofing*, from points in Arkansas, Oklahoma and Kansas to Joplin, Mo., and points within 15 miles thereof. *Fertilizer* (other than liquid), in bags and in bulk, in self-unloading trailers, or shipper-owned trailers, from Joplin, Mo., and points within 15 miles thereof, to points in Iowa, Kansas, Oklahoma, Arkansas, Nebraska and Missouri, *Potash*, in bulk, from Tulsa, Okla., to Joplin, Mo., and points within 15 miles thereof. *Fertilizer* (other than

liquid), in bags and in bulk, from Trenton, Mo., to points in Kansas, Iowa and Nebraska. *Empty bags and containers*, from points in Illinois, Oklahoma, Arkansas, and Missouri to Joplin, Mo., and points within 15 miles thereof.

**HEARING:** July 20, 1960, at the New Hotel Pickwick, Kansas City, Mo., before Examiner Gerald F. Colfer.

No. MC 119507 (Sub No. 3), filed May 12, 1960. Applicant: CRAUN TRANSPORTATION, INC., Emma Street, Bettsville, Ohio. Applicant's attorney: Taylor C. Burneson, 3430 Le Veque-Lincoln Tower, 50 West Broad Street, Columbus 15, Ohio. Authority sought to operate as a *contract or common carrier*, by motor vehicle, over irregular routes, transporting: *Mineral wool* (clay, rock, slag or glass wool), plain or saturated, other than bats, in bulk, in bags. *Mineral wool* (clay, rock, slag or glass wool), bats, plain or saturated, with or without paper backing or wrapping. *Mineral wool* (clay, rock, slag or glass wool), bats or blankets (quilted or not quilted), with or without backing and for covering, loose or in packages, when transported with, and top-loaded on truckload shipments of plaster products and/or gypsum products, from Grand Rapids, Mich., to points in Ohio.

**NOTE:** Applicant holds contract carrier authority in Permit No. MC 27962 and Subs thereunder. Dual operations under section 210 may be involved. A proceeding has been instituted under section 212(c) to determine whether applicant's status is that of a contract or common carrier in No. MC 27962 (Sub No. 11). Applicant states it presently has authority, under Permit MC 27962 (Sub No. 9) to transport plaster products and gypsum products from Grand Rapids, Mich. to points in Ohio, and the purpose of this application is to request supplementary authority to transport the above-described insulation materials, when, and only when, top-loaded on truckload shipments of the products which applicant may transport under Permit 27962 (Sub No. 9).

**HEARING:** June 14, 1960, at the Olds Hotel, Lansing, Mich., before Joint Board No. 57.

No. MC 119683, filed April 18, 1960. Applicant: ATHENS GARAGE, INC., South Washington Street and Third Street, Athens, N.Y. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Wrecked or disabled motor vehicles* in a heavy towing and wrecker truck away service requiring heavy duty wrecked equipment, between points in Vermont, Connecticut, Massachusetts, Rhode Island, New Hampshire, New Jersey, and Pennsylvania on the one hand, and on the other, points in New York, and from any point in New York State to any point in Vermont, Connecticut, Massachusetts, Rhode Island, New Hampshire, New Jersey, and Pennsylvania.

**HEARING:** July 19, 1960, at the Federal Building, Albany, N.Y., before Examiner Abraham J. Essrick.

No. MC 119690, filed April 21, 1960. Applicant: LEO L. HESSELGESSER AND JOHN R. WORTLEY, doing business as A-1 DELIVERY SERVICE, 2004 Broadway, Yakima, Wash. Authority sought to operate as a *common carrier*, by motor vehicle, over regular routes,

transporting: *General commodities*, except those of unusual value, Classes A and B explosives, household goods as defined by the Commission, commodities in bulk, and those requiring special equipment, (1) between Yakima, Wash., and Zillah, Wash., over U.S. Highway 410, serving the intermediate points of Donald, Sawyer, and Buena, Wash.; and (2) between Yakima, Wash., and Toppenish, Wash., over Washington Highway 3A, serving the intermediate points of Union Gap, Parker, and Wapato, Wash.

**NOTE:** Applicant states that the above are restricted to traffic originating at or destined to points beyond those named herein.

**HEARING:** July 21, 1960, at the Davenport Hotel, Spokane, Wash., before Joint Board No. 80, or, if the Joint Board waives its right to participate, before Examiner Harold P. Boss.

No. MC 119709, filed April 13, 1960. Applicant: THOMAS W. TRAINOR, TRAINOR TRANSPORT, Piney Wood Road, Southwick, Mass. Applicant's attorney: Jeanne M. Hession, 64 Harvest Street, Dorchester, Mass. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *School and Classroom furniture and furnishings*, uncrated, between points in Hampden County, Mass., on the one hand, and, on the other, points in Maine, New Hampshire, Vermont, Massachusetts, Rhode Island, Connecticut, New York, New Jersey, Pennsylvania, Delaware, Maryland, Virginia, Michigan, Illinois, Indiana, Ohio, Kentucky, West Virginia, Washington, D.C., and Wisconsin.

**HEARING:** July 15, 1960, at the U.S. Court Rooms, Hartford, Conn., before Examiner Abraham J. Essrick.

No. MC 119719, filed April 27, 1960. Applicant: JOSEPH ELLETO, 31 West St. Marks Place, Valley Stream, N.Y. Applicant's attorney: Morris Honig, 150 Broadway, New York 38, N.Y. Authority sought to operate as a *contract carrier*, by motor vehicle, over irregular routes, transporting: *Such commodities as are sold by, and dealt in by, department stores*, excepting new furniture, between points in Nassau County, N.Y., and New York, N.Y., on the one hand, and, on the other, Paramus, N.J.

**HEARING:** July 8, 1960, at 346 Broadway, New York, N.Y., before Examiner Abraham J. Essrick.

No. MC 119736, filed May 5, 1960. Applicant: HERBERT ALLEN SIMON, doing business as CASCADE FREIGHT, 1306 Northwest Hoyt, Portland, Ore. Authority sought to operate as a *common carrier*, by motor vehicle over irregular routes, transporting: *Alcoholic beverages* in kegs, bottles and cans, between points in Oregon on the one hand, and, on the other, points in Washington, California, Nevada, Utah, Arizona, and Montana.

**HEARING:** July 26, 1960, at the Interstate Commerce Commission Hearing Room, 410 Southwest 10th Avenue, Portland, Ore., before Examiner Harold P. Boss.

No. MC 119781 EX, filed May 13, 1960. Applicant: H. J. JOHNSEN, doing business as KERNVILLE FREIGHT & STAGE LINES, 819 18th Street, Bakers-

field, Calif. For a Certificate of Exemption (BMC 72) under section 204(a) (4a), Part II of the Interstate Commerce Act, authority sought to operate as a *common carrier*, by motor vehicle, over regular routes, transporting: *General commodities*, except commodities in bulk, Classes A and B explosives, commodities requiring special equipment, and household goods as defined by the Commission, between Bakersfield, Calif., and Kernville and Onyx, Calif.: from Bakersfield over California Highway 178 to Onyx, and from Bakersfield over California Highway 178 to Isabella, and thence over unnumbered highway to Kernville, and return over the above-described routes, serving all intermediate points.

**HEARING:** July 7, 1960, at the New Mint Building, 133 Hermann Street, San Francisco, Calif., before Joint Board No. 75, or, if the Joint Board waives its right to participate, before Examiner F. Roy Linn.

No. MC 119789, filed May 16, 1960. Applicant: ALTO DISTRIBUTORS, INCORPORATED, 213 South Madison, Malden, Mo. Applicant's attorneys: Edward F. O'Herin, 106 South Decatur Street, Malden, Mo. John Paul Jones, 189 Jefferson Avenue, Memphis 3, Tenn. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Bananas*, from Gulfport, Miss., to points in Alabama, Arizona, Arkansas, California, Colorado, Georgia, Idaho, Illinois, Iowa, Kansas, Louisiana, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, New Mexico, North Dakota, Ohio, Oklahoma, South Dakota, Tennessee, Texas, Utah, West Virginia, Wisconsin, and Wyoming, and *exempt commodities*, on return.

**NOTE:** Applicant states its four stockholders hold common carrier authority to transport bananas, Buford N. Owens, MC 118210, F. D. Trover, MC 118234, A. R. Laws, MC 118148, and H. M. Arrington, MC 118050; therefore, common control may be involved. Applicant further states it will file appropriate transfer application to eliminate any duplicating authority between it and stockholders and to combine all of their aggregate authority in applicant corporation.

**HEARING:** July 6, 1960, at the Offices of the Interstate Commerce Commission, Washington, D.C., before Examiner William J. Cave.

#### MOTOR CARRIERS OF PASSENGERS

No. MC 84728 (Sub No. 35), filed May 12, 1960. Applicant: SAFEWAY TRAILS, INC., 1200 Eye Street NW., Washington, D.C. Applicant's attorney: Morris J. Levin, Continental Building, 14th at K Street NW., Washington 5, D.C. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Passengers and their baggage*, in the same vehicle with passengers in round-trip, special operations, seasonal during racing seasons, beginning and ending at Trenton, N.J., and extending to (a) Yonkers Raceway, Yonkers, N.Y., (b) Roosevelt Raceway, Westbury, Long Island, N.Y., (c) Aqueduct Race Track, New York, N.Y., (d) Belmont Park Race Track, Elmont, N.Y., (e) Delaware Park

Race Track, New Castle, Del., (f) Brandywine Raceway, New Castle, Del., (g) Pimlico Race Course, Baltimore, Md., (h) Bowie Race Course, Bowie, Md., (i) Laurel Race Course, Laurel, Md., and (j) Charles Town Race Track, Charles Town, W. Va.

**HEARING:** July 26, 1960, at the U.S. Court Rooms, Newark, N.J., before Examiner Leo A. Riegel.

No MC 84728 (Sub No. 36), filed May 12, 1960. Applicant: SAFEWAY TRAILS, INC., 1200 Eye Street NW., Washington, D.C. Applicant's attorney: Morris J. Levin, Continental Building, 14th at K Street NW., Washington 5, D.C. Authority sought to operate as a *common carrier*, by motor vehicle over irregular routes, transporting: *Passengers and their baggage*, in the same vehicle with passengers, in round-trip, special operations, seasonal during racing seasons, beginning and ending at Washington, D.C., and extending to (a) Charles Town Race Track, Charles Town, W. Va., (b) Shenandoah Downs Race Track, Charles Town, W. Va., (c) Bowie Race Course, Bowie, Md., and (d) Rosecroft Raceway, Oxen Hill, Md.

**HEARING:** July 7, 1960, at the Offices of the Interstate Commerce Commission, Washington, D.C., before Examiner Abraham J. Essrick.

No. MC 96949 (Sub No. 1), filed April 13, 1960. Applicant: POST ROAD STAGES, INC., 1105 Strong Road, Wapping (South Windsor) Conn. Applicant's attorney: Hugh M. Joseloff, 410 Asylum Street, Hartford 3, Conn. Authority sought to operate as a *common carrier*, by motor vehicle, over regular routes, transporting: *Passengers and their baggage*, and *mail and newspapers* in the same vehicle with passengers, between Monson, Mass., and Hartford, Conn., from Monson over Massachusetts Highway 32 to the Massachusetts-Connecticut State line, thence over Connecticut Highway 32 to junction Connecticut Highway 20, thence as follows:

(1) **STAFFORD SPRINGS-ROCKVILLE:** Commencing at Haymarket Square in Stafford Springs; thence along Main Street and westerly along West Main Street; thence along Highway Connecticut 20 to West Stafford in the town of Stafford and continuing southerly on Highway Connecticut 30 to Sandy Beach and Rau's Pavilion at Crystal Lake in the Town of Ellington; thence along Highway Connecticut 30 to Leonard's Corner in the Town of Tolland and westerly along Tolland Avenue entering Rockville via East Main Street (Highway Connecticut 74) and continuing to the Green (Central Park), in the Town of Vernon. (2) **ROCKVILLE-HARTFORD:** Commencing at the Green in the City of Rockville (Highway Connecticut 74), thence via East Main Street, West Main Street and Vernon Avenue (Connecticut 83) to Lanz's Corner in the Town of Vernon, thence along Highway Connecticut 83 through Vernon Center, Dobsonville and Talcottville, thence on Connecticut 30 through Oakland (Manchester) and Wapping in the Town of South Windsor and thence continuing on Connecticut 30 and Highway U.S. 5 in the Town of South Windsor

through Pleasant Valley, thence to Main Street in East Hartford (U.S. 5); thence along Main Street and Connecticut Boulevard to the Bulkeley Bridge, along Morgan Street, Front Street, State Street, American Row, Central Row, Pearl Street, Ford Street, Asylum Street, Spruce Street, Church Street and Union Place to the motor bus terminal on Union Place; (reverse direction: From the motor bus terminal on Union Place, along Union Place, Allyn Street, Ann Street, Main Street, Morgan Street and the Connecticut Boulevard) all within the City of Hartford, and then as authorized above. Also, from the junction of Spruce Street and Asylum Street, along Asylum Street, Asylum Avenue, Sigourney Street and Farmington Avenue to the Aetna Life Insurance Company building on Farmington Avenue; thence along Farmington Avenue and Asylum Street to its junction with Spruce Street. Serving all intermediate points on the above-specified routes. **RESTRICTION:** No passengers may be both picked up and discharged along the route in Hartford between the junction of Spruce Street and Asylum Street and the Aetna Life Insurance Company building on Farmington Avenue.

**NOTE:** Applicant is presently conducting the operations described in (1) and (2) above under the second proviso of section 206(a)(1) of the Act, and if and when the applied for authority is granted the BMC 75 filing in Docket No. MC 96949 should be dismissed.

**HEARING:** July 18, 1960, at the U.S. Court Rooms, Hartford, Conn., before Joint Board No. 22, or, if the Joint Board waives its right to participate, before Examiner Abraham J. Essrick.

#### APPLICATION FOR BROKERAGE LICENSE

##### MOTOR CARRIER OF PROPERTY

No. MC 12727, filed March 14, 1960. Applicant: GUTHRIE INVESTMENT, INC., 2928 North Nevada Street, Spokane, Wash. Authority sought to operate as a *broker* (BMC 4) at Spokane, Wash., in arranging for transportation in interstate or foreign commerce by motor vehicle, of: *General commodities, including commodities of unusual value, Classes A and B explosives, household goods, commodities in bulk, and commodities requiring special equipment*, between points in Arizona, California, Colorado, Idaho, Illinois, Indiana, Iowa, Kansas, Michigan, Montana, Nebraska, Nevada, New Mexico, New York, North Dakota, Ohio, Oregon, Pennsylvania, Minnesota, South Dakota, Utah, Washington, Wisconsin, and Wyoming.

**HEARING:** July 19, 1960, at the Daventport Hotel, Spokane, Wash., before Joint Board No. 80, or, if the Joint Board waives its right to participate, before Examiner Harold P. Boss.

#### APPLICATIONS IN WHICH HANDLING WITHOUT ORAL HEARING IS REQUESTED

##### MOTOR CARRIERS OF PROPERTY

No. MC 30319 (Sub No. 115), filed May 16, 1960. Applicant: SOUTHERN PACIFIC TRANSPORT COMPANY, a Corporation, 810 North San Jacinto Street, P.O. Box 4054, Houston, Tex. Appli-

cant's attorney: Edwin N. Bell, Baker, Botts, Andrews & Shepherd, Esperson Building, Houston 2, Tex. Authority sought to operate as a *common carrier*, by motor vehicle, over a regular route, transporting: *General commodities*, except those of unusual value, Classes A and B explosives, household goods as defined by the Commission, commodities in bulk, and those requiring special equipment, between junction Texas Highway 239 and Texas Farm Road 2443 near Choate, Tex., and Pettus, Tex., from junction Texas Highway 239 and Texas Farm Road 2443 near Choate, over Texas Farm Road 2443 to junction Texas Farm Road 743, thence over Texas Farm Road 623, thence over Texas Farm Road 623 to Pettus, a distance of approximately thirteen (13) miles, and return over the same route, serving no intermediate points between the termini, as an alternate route for operating convenience only in connection with applicant's authorized regular route operations.

**NOTE:** Applicant states the main purpose of the instant application is to effect economy and efficiency of operations. Common control may be involved.

No. MC 64932 (Sub No. 274), filed May 23, 1960. Applicant: ROGERS CARTAGE CO., a Corporation, 1934 South Wentworth Avenue, Chicago, Ill. Applicant's attorney: Carl L. Steiner, 39 South La Salle Street, Chicago 3, Ill. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Liquid fertilizer solutions*, in bulk, in tank vehicles, from Havana, Ill. and points within four (4) miles of Havana, to points in Indiana, Iowa, Missouri, and Wisconsin.

No. MC 66562 (Sub No. 1676), filed May 11, 1960. Applicant: RAILWAY EXPRESS AGENCY, INCORPORATED, Principal Office: 219 East 42d Street, New York 17, N.Y. Local Office: 1730 Clark Avenue, St. Louis 3, Mo. Authority sought to operate as a *common carrier*, by motor vehicle, over a regular route, transporting: *General commodities, including Classes A and B explosives*, moving in express service, limited to transportation of express shipments having a prior or subsequent rail or air haul, between St. Louis, Mo., and Carlyle, Ill., from St. Louis northeast over U.S. Highway 40, a distance of approximately 33 miles, to junction Illinois Highway 143, thence east over Illinois Highway 143, a distance of approximately 2 miles, to Pierron, Ill., thence return over Illinois Highway 143 to junction U.S. Highway 40, thence northeast over U.S. Highway 40, a distance of approximately 15 miles, to Greenville, Ill., thence south over Illinois Highway 127, a distance of approximately 23 miles, to Carlyle, at U.S. Highway 50, where connection is made with present St. Louis, Mo.-Carlyle, Ill. Over-The-Road Truck Route operated by Applicant under MC 66562 (Sub No. 274), and return over the same route, serving the intermediate points of St. Jacob, Highland, Pocahontas, Pierron, and Greenville, Ill. **RESTRICTIONS:** (1) Service to be auxiliary to or supplemental of air or rail express service; and (2) Shipments transported shall be

limited to those moving on through bills of lading or express receipts covering in addition to a motor carrier movement by carrier an immediately prior or immediately subsequent movement by air or rail.

No. MC 66562 (Sub No. 1678), filed May 17, 1960. Applicant: RAILWAY EXPRESS AGENCY, INCORPORATED, 219 East 42d Street, New York 17, N.Y. Applicant's attorneys: Slovacek and Galliani, Suite 2800 Randolph Tower, 188 West Randolph Street, Chicago 1, Ill. Authority sought to operate as a *common carrier*, by motor vehicle, over regular routes, transporting: *General commodities, including Classes A and B explosives*, moving in express service between Joplin, Mo. and Adrian, Mo. as follows: From Joplin over U.S. Highway 71 to junction U.S. Highway 160, thence over U.S. Highway 160 to Lamar, Mo., from Lamar over U.S. Highway 160 to junction U.S. Highway 71, thence over U.S. Highway 71 to Adrian, a distance of 105 miles, and return over the same route, serving the intermediate points of Carthage, Jasper, Lamar, Sheldon, Nevada, Rich Hill and Butler, Mo. RESTRICTIONS: The service to be performed by applicant shall be limited to service which is auxiliary to or supplemental of air or rail express service of applicant. Shipments transported by applicant shall be limited to those moving on a through bill of lading or express receipt covering, in addition to a motor carrier movement by applicant, an immediately prior or immediately subsequent movement by air or rail. Such further specific conditions as the Commission may, in the future, find necessary to impose in order to restrict applicant's operations to service which is auxiliary to or supplemental of air or rail service of the applicant.

No. MC 66562 (Sub No. 1679), filed May 17, 1960. Applicant: RAILWAY EXPRESS AGENCY, INCORPORATED, 219 East 42d Street, New York 17, N.Y. Applicant's attorneys: Mehaffy, Smith & Williams, Boyle Building, Little Rock, Ark. Authority sought to operate as a *common carrier*, by motor vehicle, over regular routes, transporting: *General commodities, including Classes A and B explosives*, moving in express service, from Batesville, Ark. to Newport, Ark. as follows: From Batesville over Arkansas Highway 11 to junction Arkansas Highway 14, thence over Arkansas Highway 14 to junction U.S. Highway 67, thence over U.S. Highway 67 to Newport, a distance of 29 miles, and return over the same route, serving no intermediate points. RESTRICTIONS: The service to be performed by applicant shall be limited to service which is auxiliary to or supplemental to air or rail express service of applicant. Shipments transported by applicant shall be limited to those moving on a through bill of lading or express receipt covering, in addition to a motor carrier movement by applicant, an immediately prior or immediately subsequent movement by air or rail. Such further specific conditions as the Commission may, in the future, find necessary to impose in order to restrict

applicant's operations to service which is auxiliary or supplemental to air or rail express service of applicant.

No. MC 66562 (Sub No. 1680), filed May 17, 1960. Applicant: RAILWAY EXPRESS AGENCY, INCORPORATED, 219 East 42d Street, New York 17, N.Y. Applicant's attorney: William H. Marx, General Attorney, Railway Express Agency Law Department (same address as applicant). Authority sought to operate as a *common carrier*, by motor vehicle, over regular routes, transporting: *General commodities, including Classes A and B explosives*, moving in express service, between Harrisonburg, Va. and Bridgewater, Va. as follows: From Harrisonburg over Virginia Highway 42 to Bridgewater, Va., and return over the same route, serving the intermediate point of Dayton, Va.

NOTE: Applicant states the proposed service will be operated in connection with and will be an extension of applicant's existing authorized operation in MC 66562 (Sub No. 378), between Washington, D.C. and Harrisonburg, Va.

No. MC 81771 (Sub No. 5), filed May 23, 1960. Applicant: CARL JOHNSON, 1008 North Perry Street, Attica, Ind. Applicant's representative: W. L. Jordan, 201-2 Merchants Savings Building, 7 South Sixth Street, Terre Haute, Ind. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Lumber*, rough cut, unfinished, Domestic, from Attica, Ind., to points in Illinois, Kentucky, and Michigan.

No. MC 98749 (Sub No. 11) filed May 19, 1960. Applicant: DURWARD L. BELL, doing business as BELL TRANSPORT COMPANY, 100 South Second, Longview, Tex. Applicant's attorney: Austin L. Hatchell, Suite 1209, Perry-Brooks Building, Austin 1, Tex. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Chemicals*, as defined in The Maxwell Co., Extension-Addyston, 63 M.C.C. 677, in bulk, in specialized equipment, from Kingsport, Tenn. to the site of the Texas Eastman Company (near Longview, Tex.).

No. MC 104004 (Sub No. 150) filed May 16, 1960. Applicant: ASSOCIATED TRANSPORT, INC., 380 Madison Avenue, New York 17, N.Y. Authority sought to operate as a *common carrier*, by motor vehicle, over regular routes, transporting: *General commodities, including commodities of unusual value, Class A and B explosives, household goods as defined by the Commission, commodities in bulk, and those requiring special equipment*, between junction U.S. Highway 6 and New York Highway 17, near Harriman, N.Y., and Scranton, Pa.: from junction U.S. Highway 6 and New York Highway 17, over U.S. Highway 6 to Scranton, and return over the same route, serving no intermediate points, as an alternate route for operating convenience only.

No. MC 107403 (Sub No. 305) filed May 18, 1960. Applicant: E. BROOKE MATLACK, INC., Wilford Building, 33d and Arch Streets, Philadelphia 4, Pa. Applicant's attorney: Paul F. Barnes, 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: *Petroleum products*, in bulk, in tank vehicles, from Owosso Township, Mich., to Toledo, Ohio.

No. MC 107403 (Sub No. 306), filed May 18, 1960. Applicant: E. BROOKE MATLACK, INC., 33d and Arch Streets, Philadelphia 4, Pa. Applicant's attorney: Paul F. Barnes, 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: *Dicalcium phosphate*, in bulk, from Trenton, Mich., to Huron, Ohio.

No. MC 109637 (Sub No. 150) filed May 19, 1960. Applicant: SOUTHERN TANK LINES, INC., 4107 Bells Lane, Louisville 11, Ky. Authority sought to operate as a *common carrier*, by motor vehicle, over irregular routes, transporting: *Liquid flavoring compounds*, in bulk, in tank vehicles, from Cincinnati, Ohio to points in Kentucky.

NOTE: Common control may be involved.

No. MC 119796, May 19, 1960. Applicant: KENNETH W. HULME AND DONALD A. HULME, a Partnership, doing business as HULME PRODUCE, Hagerman, Idaho. Applicant's attorney: Randall Wallis, Idaho Building, Boise, Idaho. Authority sought to operate as a *contract carrier*, by motor vehicle, over regular routes, transporting: *Bananas*, from Wilmington, Calif., to Boise, Idaho; from Wilmington over U.S. Highway 6 to junction U.S. Highway 95, thence north over U.S. Highway 95 to Marsing, Idaho, thence east over Idaho Highway 72 to junction U.S. Highway 30, and thence over U.S. Highway 30 to Boise; also, from Wilmington north over U.S. Highway 99 to Sacramento, Calif., thence east over U.S. Highway 40 to Fernley, Nev., thence north over U.S. Highway 95 to Marsing, Idaho, thence east over Idaho Highway 72 to junction U.S. Highway 30, and thence over U.S. Highway 30 to Boise; and also, from Wilmington east over U.S. Highway 99 to Indio, Calif., thence east over U.S. Highways 60-70 to junction U.S. Highway 95, thence north over U.S. Highway 95 to Las Vegas, Nev., thence north over U.S. Highway 93 to Twin Falls, Idaho, and thence over U.S. Highway 30 to Boise, and *exempt agricultural products*, on return.

#### APPLICATION FOR BROKERAGE LICENSE

##### MOTOR CARRIER OF PASSENGERS

No. MC 12732, filed May 9, 1960. Applicant: ROBBINS TRAVEL INTERNATIONAL, INC., 14 South Main Street, Salt Lake City, Utah. Applicant's attorney: William T. Thurman, Newhouse Building, Salt Lake City 11, Utah. Authority sought to operate as a *BROKER* (BMC 5), at Salt Lake City, Utah, in arranging for transportation in interstate or foreign commerce by motor vehicle, of: *Passengers and their baggage*, from points in Utah and Idaho, to points in the United States, including points in Hawaii and Alaska, and return.

## PETITION

No. MC 95920 (Sub No. 13) (PETITION FOR REOPENING), filed March 30, 1960. Petitioner: SANTRY TRUCKING CO., Portland, Oreg. Petitioner's attorney: George R. LaBissoniere, 654 Central Building, Seattle 4, Wash. Petitioner holds authority as a contract carrier authorizing operations, in part, which are here pertinent, transporting solely as a contract carrier for the Olympia Brewing Co., located near Tumwater, Wash., malt beverages, malt beverage containers and cartons, bottle openers, advertising matter, brewer's yeast and brewery products moving incidentally to the movement of malt beverages, from Olympia, Wash., to points in California, Utah, Nevada, Arizona, and Montana, and empty or rejected malt beverages and other related items on return, under a continuing contract with the Olympia Brewing Co. Petitioner's attorney advises that by virtue of a specific statutory prohibition of the State of California, a contract carrier may not transport alcoholic beverages of any kind, including beer, into the State of California. Petitioner seeks conversion of a portion of the above-numbered permit so as to authorize the transportation for the Olympia Brewing Co., at Tumwater, Wash., to the State of California, as a *common carrier*, and seeks the issuance of a Certificate to cover such operations, such Certificate reading: *Malt beverages, malt beverage containers and cartons, bottle openers, and advertising matter*, over irregular routes, from the site of the Olympia Brewing Co. at or near Tumwater, Wash., to points in California. Any person or persons desiring to oppose the relief sought, may, within 30 days from the date of this publication in the FEDERAL REGISTER, file an appropriate pleading.

## APPLICATIONS UNDER SECTIONS 5 AND 210a(b)

The following applications are governed by the Interstate Commerce Commission's special rules governing notice of filing of applications by motor carrier of property or passengers under section 5(a) and 210a(b) of the Interstate Commerce Act and certain other proceedings with respect thereto. (49 CFR 1.240).

## MOTOR CARRIERS OF PROPERTY

No. MC-F 7535 (correction) (BRANCH MOTOR EXPRESS CO.—MERGER—MURDOCH & HATCH MOTOR TRANSPORT, INC.), published in the May 18, 1960, issue of the FEDERAL REGISTER on page 4415. This application should have been shown as one for merger rather than control and merger.

No. MC-F 7537 (correction) (YELLOW CAB CO.—CONTROL—DISALVO TRUCKING CO.), published in the May 25, 1960, issue of the FEDERAL REGISTER on page 4622. The address of YELLOW CAB COMPANY should have been shown as 245 Turk Street, San Francisco 2, Calif.

No. MC-F 7544. Authority sought for ROBERT W. MATLACK, 33d and Arch Streets, Philadelphia, Pa., E. E. TAYLOR, 33d and Arch Streets, Philadelphia, Pa., and C. G. FULLER, Bal Harbor, Miami,

Fla., individuals, and E. BROOKE MATLACK, INC., a motor carrier, (in turn by DUVERNEY B. MATLACK, EDWIN L. MATLACK, E. BROOKE MATLACK, JR., and ROBERT W. MATLACK, all of Philadelphia, who control E. BROOKE MATLACK, INC., through ownership of capital stock) to acquire control of SOUTHERN BULK HAULERS, INC., P.O. Box No. 2095, Station A, Charleston, S.C. Applicants' attorney: Robert H. Shertz, 811 Lewis Tower Building, 225 South 15th Street, Philadelphia, Pa. Operating rights sought to be controlled: Authority applied for covering the transportation, as a *contract carrier* over irregular routes, of *cement*, from the plant site of Giant Portland Cement Company located in Dorchester County, S.C., to points in North Carolina and Georgia, and *empty containers* or other such incidental facilities (not specified), used in transporting cement, on return. E. BROOKE MATLACK, INC., is authorized to operate as a *common carrier* in Maryland, Delaware, Pennsylvania, Virginia, New Jersey, New York, Ohio, West Virginia, North Carolina, South Carolina, Georgia, Alabama, Kansas, Indiana, Tennessee, Minnesota, Michigan, Illinois, Iowa, Wisconsin, Kentucky, Missouri, Maine, New Hampshire, Vermont, Mississippi, Connecticut, Massachusetts, Rhode Island, Florida, Louisiana, and the District of Columbia, and as a *contract carrier* in Ohio, New York, Connecticut, Massachusetts, New Hampshire, New Jersey, Pennsylvania, Rhode Island, and Vermont. C. G. FULLER is affiliated with THE GEO. A. RHEMAN CO., INC., Charleston, S.C., which is authorized to operate as a *common carrier* in the States of Virginia, North Carolina, South Carolina, Georgia, and Florida. Application has not been filed for temporary authority under section 210a(b).

No. MC-F 7546. Authority sought for purchase by BROADWAY TRANSFER AND STORAGE COMPANY, INC., 4109 South Western Avenue, Los Angeles 62, Calif., of the operating rights and property of GEORGE E. McMURCHY, (GERTRUDE H. McMURCHY, EXECUTRIX), doing business as BROADWAY TRANSFER CO., 4109 South Western Avenue, Los Angeles 62, Calif., and for acquisition by JAMES JENKINS, JR., LeROY F. JENKINS AND FRANK M. JENKINS, all of Los Angeles, of control of such rights and property through the purchase. Applicants' representative: Frank M. Jenkins, Secretary, Broadway Transfer and Storage Company, Inc., 4109 South Western Avenue, Los Angeles 62, Calif. Operating rights sought to be transferred: *Household goods*, as a *common carrier* over irregular routes, between points in Los Angeles, Calif. Vendee holds no authority from this Commission. However, its three controlling stockholders presently conduct operations as a partnership, doing business as JENKINS VAN & STORAGE, 1527 Lincoln Boulevard, Santa Monica, Calif., as a *common carrier* in California. Application has not been filed for temporary authority under section 210a(b).

No. MC-F 7547. Authority sought for purchase by LOPEZ TRUCKING, INC.,

131 Linden Street, Waltham, Mass., of the operating rights and property of R. G. MATHEWS CORPORATION, Port Newark 5, N.J., and for acquisition by FELIX A. LOPEZ and VINCENT A. LOPEZ, both of Waltham, of control of such rights and property through the purchase. Applicants' attorneys: Kenneth B. Williams, 111 State Street, Boston 9, Mass., and August W. Heckman, 880 Bergen Avenue, Jersey City, N.J. Operating rights sought to be transferred: *Building materials*, as a *common carrier* over irregular routes, from New York, N.Y., and points in Westchester, Nassau, Suffolk, Orange, and Rockland Counties, N.Y., and those in Hudson, Essex, Union, Bergen, Passaic, Middlesex, Warren, Hunterdon, Morris, and Somerset Counties, N.J., to points in New Jersey and New York within 50 miles of point of origin, between Port Newark, N.J., and Port of New York, N.Y., on the one hand, and, on the other, Baltimore, Md., and certain points in Pennsylvania, New York, Rhode Island, Connecticut, Massachusetts, New Jersey, and Delaware, and between all ports on the Atlantic Ocean between Baltimore, Md., and Boston, Mass., inclusive, and inland ports on the Hudson River south of and including Albany, N.Y., and inland ports on the Delaware River south of and including Trenton, N.J., on the one hand, and, on the other, points in Maryland, Delaware, Pennsylvania, New Jersey, New York, Rhode Island, Connecticut, Massachusetts, and the District of Columbia within 75 miles of points of origin. Vendee is authorized to operate as a *common carrier* in Maine, New Hampshire, Massachusetts, Rhode Island, Connecticut, New York, New Jersey, Pennsylvania, Delaware, Maryland, and Ohio. Application has been filed for temporary authority under section 210a(b).

No. MC-F 7550. Authority sought for control by FRANCIS L. WIRTZ, Post Office Box 806, East Chicago, Ind., of STEEL HAULERS, INC., 306 Ewing Avenue, Kansas City, Mo. Applicant's attorney: Charles B. Myers, 2106 Field Building, Chicago 3, Ill. Operating rights sought to be controlled: *Steel articles and such materials* as are used or useful on highway construction projects, except cement, rock, sand, and gravel, as a *common carrier* over irregular routes, from St. Louis and Springfield, Mo., points in the Kansas City, Mo.-Kansas City, Kans., Commercial Zone, as defined by the Commission, and Tulsa, Okla., and points within five miles of Tulsa, to points in Arkansas, Illinois, Iowa, Kansas, Missouri, Oklahoma, and Texas, from Chicago, Ill., and points in the Chicago, Ill., Commercial Zone, as defined by the Commission, to points in Arkansas, Kansas, Missouri, Oklahoma, and Texas, from Chicago, Ill., to points in Illinois within the St. Louis, Mo.-East St. Louis, Ill., Commercial Zone, as defined by the Commission, and from Houston, Tex., and points within five miles of Houston, to points in that part of Louisiana, Arkansas, and Oklahoma within 400 miles of Houston; *such materials* as are used or useful on highway construction projects, except cement,

rock, sand, and gravel, from St. Louis, Mo., and points in the Kansas City, Mo.-Kansas City, Kans., Commercial Zone, as defined by the Commission, to points in Nebraska and South Dakota; *used steel forms* used on highway construction projects, from points in Illinois, Missouri, Kansas, Nebraska, Iowa, South Dakota, Oklahoma, Arkansas, and Texas, to points in the Kansas City, Mo.-Kansas City, Kans., Commercial Zone, as defined by the Commission, Oklahoma City, Okla., and Omaha, Nebr., and from points in Missouri, Kansas, Nebraska, Iowa, South Dakota, Oklahoma, Arkansas, and Texas to Cicero, Ill.; *used steel spools*, and *used wooden spools*, from points in Illinois, Missouri, Kansas, Nebraska, Iowa, South Dakota, Oklahoma, Arkansas, and Texas, to points in the Kansas City, Mo.-Kansas City, Kans., Commercial Zone, as defined by the Commission; *iron and steel wire*, in coils, in vehicles equipped with filtered ventilators, from Kansas City, Mo., to Milwaukee, Wis.; *pallets and other incidental articles* used in transporting the above-specified commodities, from Milwaukee, Wis., to Kansas City, Mo. FRANCIS L. WIRTZ holds no authority from this Commission. However, he is affiliated with CONTRACT STEEL CARRIERS, INC., East Chicago, Ind., which is authorized to operate as a *common carrier* in Illinois and Iowa. Application has been filed for temporary authority under section 210a(b).

MOTOR CARRIERS OF PASSENGERS

No. MC-F 7545. Authority sought for control by AMERICAN BUSLINES, INC., 1341 "P" Street, Lincoln 8, Nebr., of MIDWEST BUSLINES, INC., 1800 Lincoln Avenue, P.O. Box 1188, Little Rock, Ark., and for acquisition by TRANSPORTATION PROPERTIES, INC., 427 Pyramid Building, Little Rock, Ark., in turn by CONTINENTAL SOUTHERN LINES, INC., 425 Bolton Avenue, Alexandria, La., and in turn by TRANSCONTINENTAL BUS SYSTEM, INC., 315 Continental Avenue, Dallas 7, Tex., of control of MIDWEST BUSLINES, INC., through the acquisition by AMERICAN BUSLINES, INC. Applicant's attorneys: Curry and Dolan, 631 Southern Building, Washington 5, D.C. Operating rights sought to be controlled: *Passengers and their baggage*, and *express and newspapers* in the same vehicle with passengers, as a *common carrier* over regular routes including routes between St. Louis, Mo., and Kansas City, Mo., between Kansas City, Mo., and Olathe, Kans., between St. Louis, Mo., and Freeport, Tex., between specified points in Arkansas, between Fort Smith, Ark., and Memphis, Tenn., between Little Rock, Ark., and Natchez, Miss., between specified points in Louisiana, between specified points in Texas, between specified points in Kansas, between McGhee, Ark., and Monroe, La., between specified points in Nebraska, and between Kansas City, Mo., and Memphis, Tenn., serving certain intermediate points; *passengers and their baggage*, between Levy, Ark., and Camp Joseph T. Robinson, Ark., serving no intermediate points; *passengers and*

*their baggage*, and *express*, in the same vehicle with passengers, between specified points in Texas and between Thornton, Ark., and El Dorado, Ark., serving all intermediate points; alternate route for operating convenience only between junction Old U.S. Highway 67 and New U.S. Highway 67 (about six miles west of Texarkana, Tex.), and junction Old U.S. Highway 67 and New U.S. Highway 67 (near Redwater, Tex.), serving no intermediate points, with service at the termini limited to joinder only with authorized routes; *newspapers*, in the same vehicle with passengers, between Kansas City, Mo., and junction Kansas Highway 58 and Antioch Road, near Overland Park, Kans., serving all intermediate points. AMERICAN BUSLINES, INC., is authorized to operate as a *common carrier* in New York, Pennsylvania, Ohio, Indiana, Illinois, California, Arizona, Missouri, Texas, New Mexico, New Jersey, Oklahoma, Maryland, Michigan, Iowa, and the District of Columbia. Application has not been filed for temporary authority under section 210a(b).

No. MC-F 7549. Authority sought for purchase by THE GREYHOUND CORPORATION, 140 South Dearborn Street, Chicago 3, Ill., of the operating rights of ATLANTIC GREYHOUND LINES OF VIRGINIA, INC., 1100 Kanawha Valley Building, Charleston 1, W. Va. Applicants' attorney: George W. Rauch, 140 South Dearborn Street, Chicago 3, Ill. Operating rights sought to be transferred: *Passengers and their baggage*, and *express, newspapers, and mail*, in the same vehicle with passengers, as a *common carrier* over a regular route, between Norfolk, Va., and the Virginia-Maryland State line at a point approximately one-half mile north of New Church, Va., serving all intermediate points. Vendee 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).

By the Commission.

[SEAL] HAROLD D. MCCOY,  
Secretary.

[F.R. Doc. 60-4957; Filed, June 1, 1960;  
8:50 a.m.]

[Notice 322]

MOTOR CARRIER TRANSFER  
PROCEEDINGS

MAY 27, 1960.

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 63157. By order of May 25, 1960, the Transfer Board approved the transfer to Bryan Tank Lines, Inc., Cheyenne, Wyo., of Certificate No. MC 29991, issued July 31, 1959, to Melton H. Bryan, doing business as Bryan Tank Lines, Cheyenne, Wyo., authorizing the transportation of: Refined petroleum products, in bulk, from El Dorado, Kans., to points in Colorado as specified, serving the intermediate point of Augusta, Kans., for pick-up only, and from Augusta, Kans., to Loveland and Boulder, Colo.; refined petroleum products, in bulk, in tank trucks, from Arkansas City, El Dorado, Augusta, Hutchinson, McPherson, and Wichita, Kans., to Littleton, Colo., serving the intermediate points of Stratton, Genoa, Byers, Deer Trail, and Denver, Colo., for delivery only, from Arkansas City, El Dorado, Augusta, Hutchinson, McPherson and Wichita, Kans., to Denver, Colo., serving the intermediate point of Littleton, Colo., for delivery only, from Arkansas City, El Dorado, Augusta, Hutchinson, McPherson, and Wichita, Kans., to Wiggins, Colo., serving the intermediate point of Wray, Colo., for delivery only, and from Arkansas City, El Dorado, Augusta, Hutchinson, McPherson, and Wichita, Kans., to Montrose, Colo.; petroleum products, in bulk, in tank trucks, from Augusta, El Dorado, and Hutchinson, Kans., to Denver, Colo.; refined petroleum products, in bulk, from petroleum refining points in Wyoming to points in Colorado on indicated portions of specified highways; refined petroleum products, in bulk, in tank trucks, from Glenrock, Wyo., to Briggsdale, Crook, East Lake, Estes Park, Galeton, Grover, Johnstown, Julesburg, Lyons, New Raymer, Padroni, Peetz, Sedgwick, Snyder, Stoneham, Weldona, and Willard, Colo.; petroleum products, from El Dorado, Kans., to Wray, Brush, Denver, Stratton, Genoa, Colorado Springs, Salida, Montrose, Littleton, Yuma and Ft. Morgan, Colo.; petroleum and petroleum products, in bulk, in tank vehicles, between points in Park and Big Horn Counties, Wyo., on the one hand, and, on the other, points in Sheridan, Crook, Campbell, Weston, and Johnson Counties, Wyo.; and crude oil, in bulk, in tank vehicles, from points in the Ash Creek Oil Field in Big Horn County, Mont., and Sheridan County, Wyo., to Billings, Mont., and Midwest and Casper, Wyo. Robert S. Stauffer, 1510 East 20th Street, Cheyenne, Wyo., for applicants.

No. MC-FC 63217. By order of May 25, 1960, the Transfer Board approved the transfer to Milton C. Borud, doing business as Valley Bus Lines, Fargo, N. Dak., of Certificate No. MC 117256, issued July 25, 1958, in the name of W. J. Pritchard, doing business as Valley Bus Line, Cooperstown, N. Dak., authorizing the transportation of passengers and their baggage, and express and newspapers, in the same vehicle with passengers, between Fargo, N. Dak., and Cooperstown, N. Dak., serving the intermediate points between Casselton, restricted to traffic moving to or from points between Casselton and Coopers-

town, including Cooperstown. Alan Foss, 502 First National Bank Building, Fargo, N. Dak., for applicants.

[SEAL]

HAROLD D. McCoy,  
Secretary.

[F.R. Doc. 60-4958; Filed, June 1, 1960;  
8:50 a.m.]

[Notice 124]

### MOTOR CARRIER ALTERNATE ROUTE DEVIATION NOTICES

MAY 27, 1960.

The following letter-notices of proposals to operate over deviation route for operating convenience only with service at no 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 notices thereof to all interested persons is hereby given as provided in such rules (49 CFR 211.1(d)(4)).

Protest 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. 7), filed April 26, 1960. Applicant: ROADWAY EXPRESS INC., Post Office Box 471, Akron 9, Ohio. Carrier proposes to operate as a *common carrier*, by motor vehicle of *general commodities*, with certain exceptions over a deviation route as follows: From Ashland, Ohio, over U.S. Highway 250 to junction Interstate Highway 71, thence over Interstate Highway 71, to junction Ohio Highway 95, thence over Ohio Highway 95 to Mount Gilead, Ohio, 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 Ashland and Mount Gilead over U.S. Highway 42.

No. MC 2542 (Deviation No. 4), filed April 28, 1960. Applicant: ADLEY EXPRESS CO., 216 Crown Street, New Haven, Conn. Carrier proposes to operate as a *common carrier*, by motor vehicle of *general commodities*, with certain exceptions, over a deviation route as follows: From the eastern terminus of the Trenton Freeway in Trenton, N.J., over the Trenton Freeway to its western terminus in Morrisville, Pa., and return over the same route, for operating convenience only, serving no intermediate point. The notice indicates that the carrier is presently authorized to transport the same commodities over a pertinent service route as follows: from

Boston over U.S. Highway 1 to Philadelphia, and return over the same route.

No. MC 104004 (Deviation No. 5), filed April 27, 1960. Applicant: ASSOCIATED TRANSPORT INC., 380 Madison Avenue, New York 17, N.Y. Carrier proposes to operate as a *common carrier*, by motor vehicle of *general commodities*, with certain exceptions, over a deviation route as follows: From the Massachusetts-New York State line over Interstate Highway No. 90 (Berkshire section of the New York Thruway) to Interchange No. 21-A of the New York Thruway, 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 Albany, N.Y., and Boston, Mass., over U.S. Highway 20.

No. MC 104004 (Deviation No. 6), filed April 27, 1960. Applicant: ASSOCIATED TRANSPORT INC., 380 Madison Avenue, New York 17, N.Y. Carrier proposes to operate as a *common carrier*, by motor vehicle of *general commodities*, with certain exceptions, over a deviation route as follows: From the southwestern terminus of the New England Thruway over the said Thruway to junction with the Connecticut Turnpike, 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 New York, N.Y., and Providence, R.I., over U.S. Highway 1.

No. MC 104004 (Deviation No. 7), filed April 27, 1960. Applicant: ASSOCIATED TRANSPORT INC., 380 Madison Avenue, New York 17, N.Y. Carrier proposes to operate as a *common carrier*, by motor vehicle of *general commodities*, with certain exceptions, over a deviation route as follows: From the Connecticut-New York State line over the Connecticut Turnpike to junction U.S. Highway 6 near the Connecticut-Rhode Island State line 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 New York, N.Y., and Providence, R.I. over U.S. Highway 1.

No. MC 104004 (Deviation No. 8), filed April 27, 1960. Applicant: ASSOCIATED TRANSPORT INC., 380 Madison Avenue, New York 17, N.Y. Carrier proposes to operate as a *common carrier*, by motor vehicle of *general commodities*, with certain exceptions, over a deviation route as follows: From Newburgh, N.Y., over the New York Thruway to New York, N.Y., 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 Newburgh and New York over U.S. Highway 9-W.

No. MC 110325 (Sub No. 1) (Deviation No. 9), filed April 28, 1960. Applicant: TRANSCON LINES, 1206 South Maple Avenue, Los Angeles 15, Calif. Applicant's attorney: Lee Reeder, 1012 Baltimore Building, Kansas City 5, Mo. Car-

rier proposes to operate as a *common carrier*, by motor vehicle of *general commodities*, with certain exceptions, over a deviation route as follows: From Conway, Ark., over U.S. Highway 64 to Beebe, Ark., thence over Arkansas Highway 31 to Lonoke, Ark., 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 a pertinent service route as follows: From Conway over U.S. Highway 65 to Little Rock, Ark., thence over U.S. Highway 70 to Lonoke, and return over the same route.

By the Commission.

[SEAL]

HAROLD D. McCoy,  
Secretary.

[F.R. Doc. 60-4956; Filed, June 1, 1960;  
8:50 a.m.]

### FOURTH SECTION APPLICATIONS FOR RELIEF

MAY 27, 1960.

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. 36272: *Caustic soda—Wichita, Kans., to Foley, Fla.* Filed by Western Trunk Line Committee, Agent (No. A-2131), for interested rail carriers. Rates on liquid caustic soda, in tank-car loads, from Wichita, Kans., to Foley, Fla.

Grounds for relief: Market competition.

Tariff: Supplement 150 to Western Trunk Line Committee tariff I.C.C. A-4171.

FSA No. 36273: *Liquefied chlorine gas—Alabama to Louisiana points.* Filed by O. W. South, Jr., Agent (SFA No. A3957), for interested rail carriers. Rates on liquefied chlorine gas, in tank-car loads, from Huntsville and Redstone Arsenal, Ala., to Bastrop and Spring Hill, La.

Grounds for relief: Market competition.

Tariff: Supplement 152 to Southwestern Freight Bureau tariff I.C.C. 4234.

FSA No. 36274: *Paper articles—Gastonia, N.C., to WTL territory.* Filed by O. W. South, Jr., Agent (SFA No. A3958), for interested rail carriers. Rates on paper articles, in carloads, as described in the application, from Gastonia, N.C., to points in western trunk line territory.

Grounds for relief: Market competition, short-line distance formula, and grouping.

Tariff: Supplement 63 to Southern Freight Association tariff I.C.C. 1378 (Spaninger series).

By the Commission.

[SEAL]

HAROLD D. McCoy,  
Secretary.

[F.R. Doc. 60-4955; Filed, June 1, 1960;  
8:49 a.m.]

**DEPARTMENT OF THE INTERIOR**

**Bureau of Land Management**

[Notice 17]

**ANCHORAGE LAND DISTRICT**

**Notice of Filing of Alaska Protraction Diagram**

MAY 24, 1960.

Notice is hereby given that effective with this publication, the following protraction diagrams are officially filed of record in the Anchorage Land Office, 6th and Cordova, Anchorage, Alaska. In accordance with 43 CFR 192.42a(c) (24 F.R. 4140, May 22, 1959), these protractions will become the basic record for the description of oil and gas lease offers, State Selection applications under 43 CFR 76.9(a) (4), (24 F.R. 4657), and other authorized uses filed at and subsequent to 10:00 a.m. on the thirty-first day after the publication of this notice.

Alaska Protraction Diagram (Unsurveyed)

F 9-21, Ts. 21 to 22 S., Rs. 1 to 3 E., Fairbanks Meridian.

Copies of these diagrams are for sale at one dollar (\$1.00) per sheet by the Cadastral Engineering Office, Bureau of Land Management, mailing address: 6th and Cordova, Anchorage, Alaska.

L. M. LAITALA,  
*Acting Manager,*  
*Anchorage Land Office.*

[F.R. Doc. 60-4945; Filed, June 1, 1960; 8:48 a.m.]

**WASHINGTON**

**Notice of Proposed Withdrawal and Reservation of Lands**

MAY 20, 1960.

The Forest Service has filed an application, Serial No. Washington 03920, for the withdrawal of the lands described below, from all forms of appropriation under the General Mining Laws, subject to valid existing rights. The applicant desires the land for establishment of the Crystal Mountain Recreation Area.

For a period of 30 days from the date of publication of this notice, persons having cause may present their objections in writing to the undersigned official of the Bureau of Land Management, Department of the Interior, 680 Bon Marche Bldg., Spokane 1, Washington.

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: a part of the Snoqualmie National Forest and are described as follows:

WILLAMETTE MERIDIAN, WASHINGTON

- T. 17 N., R. 10 E., unsurveyed;
- Sec. 13;
- Sec. 14, E $\frac{1}{2}$ E $\frac{1}{2}$ , NW $\frac{1}{4}$ NE $\frac{1}{4}$ , E $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ ;
- Sec. 23, E $\frac{1}{2}$ E $\frac{1}{2}$ E $\frac{1}{2}$ , NW $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ ;
- Sec. 24;
- Sec. 25;

- Sec. 26, E $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ , SW $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ , E $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ ;
- Sec. 35, E $\frac{1}{2}$ NE $\frac{1}{4}$ , N $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ , N $\frac{1}{2}$ S $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ , S $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ , E $\frac{1}{2}$ E $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ , NE $\frac{1}{4}$ SE $\frac{1}{4}$ ;
- Sec. 36, N $\frac{1}{2}$ N $\frac{1}{2}$ , SW $\frac{1}{4}$ NW $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ .

T. 17 N., R. 11 E., unsurveyed,  
Sec. 17, W $\frac{1}{2}$ SW $\frac{1}{4}$ ;  
Sec. 18, S $\frac{1}{2}$ ;  
Sec. 19;  
Sec. 20, W $\frac{1}{2}$ W $\frac{1}{2}$ ;  
Sec. 29, NW $\frac{1}{4}$ NW $\frac{1}{4}$ ;  
Sec. 30, N $\frac{1}{2}$ , SW $\frac{1}{4}$ , W $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ , N $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ , NW $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ , NW $\frac{1}{4}$ SE $\frac{1}{4}$ ;

Sec. 31, N $\frac{1}{2}$ NW $\frac{1}{4}$ , NW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ .

This area contains 4,681.97 acres, more or less.

FRED J. WEILER,  
*State Supervisor.*

[F.R. Doc. 60-4946; Filed, June 1, 1960; 8:48 a.m.]

**DEPARTMENT OF AGRICULTURE**

**Agricultural Marketing Service**

**DATES**

**Notice of Purchase Program AMP 29a**

In order to encourage domestic consumption of dates by diverting them from normal channels of trade and commerce, in accordance with section 32, Public Law 320, 74th Congress, approved August 24, 1935, as amended, an announcement of the contemplated purchase by the Department of dates, in the form of date pieces, has been distributed to the industry. Date pieces so purchased will be distributed to nonprofit school lunch programs. The quantity to be purchased will not exceed 2 million pounds and the pieces must be manufactured from Deglet Noor dates produced domestically. Information relative to this purchase program may be obtained from Fruit and Vegetable Division, Agricultural Marketing Service, Department of Agriculture, Washington 25, D.C., or Los Angeles 16, California.

(Sec. 32, 49 Stat. 774, as amended, 7 U.S.C. 612c)

Dated: May 27, 1960.

G. R. GRANGE,  
*Acting Director, Fruit and Vegetable Division, Agricultural Marketing Service.*

[F.R. Doc. 60-4978; Filed, June 1, 1960; 8:52 a.m.]

**Office of the Secretary**

**KANSAS**

**Designation of Area for Production Emergency Loans**

For the purpose of making production emergency loans pursuant to section 2(a) of Public Law 38, 81st Congress (12 U.S.C. 1148a-2(a)), as amended, it has been determined that in the following counties in the State of Kansas a production disaster has caused a need for agricultural credit not readily available from commercial banks, cooperative

lending agencies, or other responsible sources.

**KANSAS**

- Jackson. Pottawatomie.
- Jefferson. Shawnee.
- Leavenworth. Wabaunsee.

Pursuant to the authority set forth above, production emergency loans will not be made in the above-named counties after December 31, 1960, except to applicants who previously received such assistance and who can qualify under established policies and procedures.

Done at Washington, D.C., this 26th day of May 1960.

TRUE D. MORSE,  
*Acting Secretary.*

[F.R. Doc. 60-4954; Filed, June 1, 1960; 8:49 a.m.]

**DEPARTMENT OF COMMERCE**

**Federal Maritime Board**

[Docket No. S-113]

**GRACE LINE INC.**

**Notice of Extension of Time for Filing Comments**

Notice of Petition and Oral Argument in the above Docket appeared in the FEDERAL REGISTER issue of May 20, 1960 (25 F.R. 4487).

Notice is hereby given that the oral argument set in said notice for June 2, 1960, is postponed and is now set for June 9, 1960, at 9:30 a.m., e.d.t., in Room 4519, General Accounting Office Building, 441 G Street NW., Washington 25, D.C.

The closing date on which comments on said Petition and requests for permission to be heard in this matter has been changed to "on or before the close of business, June 7, 1960." Comments and requests received after this stipulated time will not be granted.

Dated: June 1, 1960.

JAMES L. PIMPER,  
*Secretary.*

[F.R. Doc. 60-5067; Filed, June 1, 1960; 10:32 a.m.]

**Office of the Secretary**

**EDWARD ABBOTT**

**Statement of Changes in Financial Interests**

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

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

Dated: May 18, 1960.

This statement is made as of May 18, 1960.

EDWARD ABBOTT.

[F.R. Doc. 60-4948; Filed, June 1, 1960; 8:49 a.m.]

**KEVIN G. SHEA**

**Statement of Changes in Financial Interests**

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

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

This statement is made as of May 14, 1960.

Dated: May 16, 1960.

**KEVIN G. SHEA.**

[F.R. Doc. 60-4949; Filed, June 1, 1960; 8:49 a.m.]

**WILLIAM E. VAUGHN**

**Statement of Changes in Financial Interests**

In accordance with the requirements of section 710(b) (6) of the Defense

Production Act of 1950, as amended, and Executive Order 10647 of November 28, 1955, the following changes have taken place in my financial interests as reported in the FEDERAL REGISTER during the last six months.

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

This statement is made as of May 18, 1960.

Dated: May 18, 1960.

**WILLIAM E. VAUGHN.**

[F.R. Doc. 60-4919; Filed, June 1, 1960; 8:45 a.m.]

**CUMULATIVE CODIFICATION GUIDE—JUNE**

The following numerical guide is a list of the parts of each title of the Code of Federal Regulations affected by documents published to date during June.

3 CFR	Page	14 CFR	Page	36 CFR	Page
<b>EXECUTIVE ORDERS:</b>					
Apr. 11, 1916 (revoked by PLO 2104)	4812	507	4803	7	4804
Sept. 5, 1916 (revoked by PLO 2104)	4812	600	4857-4859	<b>38 CFR</b>	
Apr. 17, 1926 (revoked in part by PLO 2109)	4814	601	4804, 4858-4861	1	4804
2242 (modified by PLO 2108)	4813	602	4859, 4862	2	4808
<b>5 CFR</b>					
6	4845	<b>PROPOSED RULES:</b>		<b>43 CFR</b>	
<b>6 CFR</b>					
366	4789	601	4831	192	4808
421	4856	608	4832	<b>PUBLIC LAND ORDERS:</b>	
<b>7 CFR</b>					
46	4845	<b>16 CFR</b>		833 (corrected by PLO 2107)	4813
918	4801	13	4862-4864	1550 (corrected by PLO 2107)	4813
936	4801, 4802	<b>21 CFR</b>		1989 (corrected by PLO 2106)	4813
937	4856	120	4864	2045 (corrected by PLO 2107)	4813
980	4856	<b>25 CFR</b>		2048 (corrected by PLO 2107)	4813
1011	4803	88	4864	2095	4808
1016	4803	<b>32 CFR</b>		2096	4808
<b>PROPOSED RULES:</b>					
27	4867	1	4790	2097	4809
28	4867	3	4790	2098	4809
52	4867	4	4790	2099	4810
943	4869	6	4790	2100	4810
953	4815	7	4790	2101	4811
<b>13 CFR</b>					
<b>PROPOSED RULES:</b>					
121	4832	10	4790	2102	4811
		12	4790	2103	4811
		13	4790	2104	4812
		16	4790	2105	4813
		30	4790	2106	4813
		518	4800	2107	4813
		1453	4801	2108	4813
		1455	4801	2109	4814
		1460	4801	<b>49 CFR</b>	
		1464	4801	181	4866
		1467	4801	182	4866