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Codification Guide

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Announcement

CFR SUPPLEMENTS

(As of January 1, 1960)

The following Supplement is now available:

Title 14, Parts 40-399----- \$0.75

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); Part 960 to End (\$2.50); Title 8 (\$0.40); Title 9 (\$0.35); Titles 10-13 (\$0.50); Title 14, Parts 1-39 (\$0.65); Title 15 (\$1.25); Title 16, Revised (\$6.50); Title 17 (\$0.75); 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); Parts 1000-1099, Revised (\$6.50); 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 III—Foreign and Territorial Compensation

[Dept. Reg. 108.436]

PART 325—ADDITIONAL COMPENSATION IN FOREIGN AREAS

Designation of Differential Posts

Effective as of the beginning of the first pay period following June 25, 1960, paragraph (d), § 325.15 *Designation of differential posts*, is amended by the deletion of the following:

Captieux, France.
 Chalons sur Marne, France.
 Chambley, France.
 Chateauroux, France.
 Chaumont, France.
 Dreux, France.
 Etain, France.
 Evreux, France.
 Fontenet, France.
 Foret de Braconne, France.
 Foret de Chinon, France.
 Foret de Chize (Niort), France.
 Ingrandes, France.
 Landes de Bussac, France.
 Laon-Couvron, France.
 La Rochelle, France.
 Orleans, France.
 Phalsbourg, France.
 Poitiers, France.
 Rochefort-sur-Mer, France.
 St. Nazaire, France.
 Saumur, France.
 Toul, France.
 Toul/Rosiere, France.
 Trois Fontaines, France.
 Verdun, France.
 Vitry le Francois, France.

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

For the Secretary of State.

LANE DWINELL,
Assistant Secretary.

JUNE 10, 1960.

[F.R. Doc. 60-5815; Filed, June 23, 1960; 8:48 a.m.]

Title 6—AGRICULTURAL CREDIT

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

SUBCHAPTER C—EXPORT PROGRAMS

PART 483—WHEAT AND FLOUR

Subpart—Wheat Export Program—Payment in Kind (GR 345) Terms and Conditions

REVISION II

The Terms and Conditions of the Wheat Export Program—Payment in

Kind (GR-345) (23 F.R. 5365), as amended (24 F.R. 5775), (24 F.R. 7239), (24 F.R. 7631) and (24 F.R. 8993), are further amended herein and are reissued as Revision II, as follows:

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483.101	General statement.
	ELIGIBILITY FOR PAYMENT BY CCC
483.105	General conditions of eligibility.
483.106	Countries and buyers to which wheat may be exported.
483.107	Date of exportation.
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483.109	Wheat exported prior to sale.
	EXPORT PAYMENT RATES AND ANNOUNCEMENTS
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483.196	Vice President.
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483.199	3:31 e.s.t.

AUTHORITY: §§ 483.101 to 483.199 issued under secs. 4 and 5, 62 Stat. 1070 and 1072; sec. 2, 63 Stat. 945, as amended; sec. 407, 63 Stat. 1051 as amended; sec. 201(a), 70 Stat. 188; 15 U.S.C. 714 b and c, 7 U.S.C. 1641, 1427, 1851.

GENERAL

§ 483.101 General statement.

Commodity Credit Corporation (referred to in this subpart as "CCC") pursuant to this subpart will conduct a Wheat Export Program (referred to in this subpart as the "program") under which a person or firm who has exported wheat produced in the United States may apply for payment in the form of a certificate that is redeemable in wheat held in the inventory of CCC. The program is designed to encourage the exportation through normal trade channels of wheat held in private inventories and in CCC stocks in order (a) to maintain and expand the market in friendly countries for United States produced wheat, (b) to obtain the benefits and fulfill the obligations of the United States under the International Wheat Agreement, (c) to aid the price support program by strengthening the domestic market price to producers, (d) to reduce the quantity of wheat which would otherwise be taken into CCC's stocks under its price support program, and (e) to promote the orderly liquidation of CCC stocks. This program will be administered by Commodity Stabilization Service, United States Department of Agriculture and information pertaining to the program may be obtained from any CSS Commodity Office listed in § 483.180.

ELIGIBILITY FOR PAYMENT BY CCC

§ 483.105 General conditions of eligibility.

(a) Payment under this program will be made to an exporter, subject to the terms and conditions set forth in this subpart, in connection with (1) the net quantity of wheat exported from the United States and (2) the net quantity of wheat shipped to Canada via the Great Lakes if the wheat so shipped to Canada is exported from a Canadian port on the St. Lawrence River. Such exportation must be to a designated country as defined in § 483.187 pursuant to a sale to a foreign buyer for which the exporter received a Notice of Registration from a Contracting Officer of CCC, in accordance with § 483.126. Payment also will be made to an exporter for wheat which was exported prior to sale and for which the exporter has received a Notice of Registration from a Contracting Officer of CCC, subject to the terms and conditions of this subpart, particularly § 483.109.

(b) Sales to foreign buyers in countries and territories designated as IWA (see § 483.187) as well as sales to other designated countries may be made under this program. The CCC will determine which sales registered under the pro-

gram in accordance with § 483.126, are considered eligible for recording under the Wheat Agreement, and will report such sales to the Wheat Council. Final determination of recordability rests with the Wheat Council. An exporter's subsidy rights under this subpart will not be impaired if any transaction is not ultimately recorded by the Wheat Council.

(c) A sale which involves wheat produced outside the United States, or a mixture of wheat which is partly derived from wheat produced outside the United States is not eligible for registration under the program. However, in the event the Director determines that such a mixture is exported unintentionally, payment may be made but only on that portion which it is established to his satisfaction was produced in the United States.

(d) To be eligible for payment under this program, the exporter shall furnish documentary evidence of export, as required in § 483.147, which has not been used, or will not subsequently be used as evidence of export in connection with (1) any other application for wheat export payment under this program, (2) any other export program under which CCC has made or has agreed to make an export allowance, (3) any (other) export program which involves the sale of wheat for export at prices which reflect any export allowance or (4) a CCC barter transaction. Nothing herein shall be construed as precluding exportations of wheat under this program from fulfilling sales under Purchase Authorizations pursuant to Public Law 480 (83d Congress) or Procurement Authorizations pursuant to section 402 of the Mutual Security Act of 1954 (sales involving ICA funds). Documentary evidence of export submitted under § 483.162 in connection with purchases of wheat from CCC may also be submitted to CCC as evidence of export in connection with Applications for Wheat Export Payments.

(e) Sales may be made pursuant to this program to a foreign buyer for shipment to any designated country specified in § 483.187 whether or not such buyer is located in the country of destination. A sale to be eligible for payment must be a bona fide sales transaction with the foreign buyer named in the Declaration of Sale. Brokers or agents of either the seller or the foreign buyer shall not be named as the buyer in the Declaration of Sale.

(f) The foreign buyer may be an affiliate of the U.S. exporter, in which case the sale registered for export payment must be a bona fide sales transaction in which the affiliate is acting in its own behalf as an independent buyer and not on behalf of the exporter. The foreign sale shall not be a "wash sale" or any other type of intercompany transaction which does not result in an actual exportation of wheat against the specific sale on which the export payment rate was based.

(g) Where a sale is made by an exporter to a foreign buyer who simultaneously resells to another foreign buyer, the latter may be the buyer named

in the Notice of Sale and Declaration of Sale.

(h) Exportation of wheat by or to a United States Government agency as defined in § 483.195 to or in a designated country shall not qualify as an exportation for the purposes of this program.

§ 483.106 Countries and buyers to which wheat may be exported.

(a) Except as provided in paragraphs (b) and (c) of this section, exports under this program shall be made only to the designated country and buyer named in the Declaration of Sale and the exporter shall not ship, tranship or cause the wheat to be transhipped to any other country.

(b) Shipment shall be made only to the country named in the Declaration of Sale, unless the exporter (1) obtains the written approval of the Director for shipment to a designated country other than the country named in the Declaration of Sale and (2) furnishes a certification to the Director that such shipment is at the request of the buyer named in the Declaration of Sale, such shipment constitutes delivery against the exporter's sale to the foreign buyer on which the export payment is based pursuant to § 483.121 and is not in connection with a different sale, and that the exporter knows of no circumstances with respect to such shipment which would impair the integrity of such sale.

(c) Shipment may be made to a consignee or notify party other than the buyer named in the Declaration of Sale, provided the exporter furnishes a certification to the Director as required in paragraph (b) of this section.

§ 483.107 Date of exportation.

Where the wheat is sold for export in a specified rate period announced by CCC the exportation must be completed before the end of that period in order for the exporter to obtain the export payment rate applicable to that period. Exportation in a different period will be acceptable only if approved in writing by the Director, and such approval may be given subject to such reduction in the export payment (expressed in a rate per bushel) as may be specified by the Director.

§ 483.108 Excess quantities loaded.

Payment will not be made on quantities loaded on vessels, cars, or trucks which are in excess of the contract quantity as shown on the Declaration of Sale plus the contract loading tolerance if one is specified in the contract of sale but in no case more than a tolerance of ten percent, or a one percent tolerance if no loading tolerance is specified in the contract. A new Notice of Sale and Declaration of Sale are required for any additional quantity loaded.

§ 483.109 Wheat exported prior to sale.

(a) In connection with any quantity of wheat exported prior to sale, payments will be made only on that portion thereof which has been reported in accordance with paragraph (b) of this section and only on sales made by the

person who actually exports such wheat, and not to a person who buys such wheat after exportation and re-sells it to a designated country.

(b) In order to receive export payment on wheat exported prior to sale the exporter must have reported the exportation of such wheat to the Director not later than seven days after the date of such exportation as defined in § 483.189, unless additional time for reporting is granted in writing by the Director. This report must include the following information:

- (1) Date of exportation.
- (2) Port of exportation.
- (3) Country and port of original destination of wheat.
- (4) Name of ocean vessel upon which loaded.
- (5) Quantity in bushels.
- (6) Class and grade.
- (7) The report shall also contain a statement that the vessel contains other wheat sold by the exporter filing the report, as provided in paragraph (c) of this section.

(c) Unless otherwise approved in writing by the Director only unsold wheat which is loaded on a vessel which also carries wheat sold by the same exporter under this program, or other export programs of CCC, shall be reported under paragraph (b) of this section, and shall be eligible for export payment when sold. In the case of full cargo shipments the unsold portion shall not exceed one-third of the total cargo. In the case of part cargo lots the unsold portion shall not exceed 2,000 metric tons. The exporter should obtain separate bill or bills of lading for both the unsold and sold quantities of wheat exported.

(d) At such time as the wheat is sold, the exporter shall report the sale to the Director as provided in § 483.125, and shall submit all other reports and documents as required by this subpart. In reporting the sale the exporter must state that the wheat sold was reported to the Director, as provided in paragraph (b) of this section. This may be done by the use of the code word "Abroad".

(e) The export rate applicable to such sale shall be that rate in effect at time of sale, or time of giving Notice of Sale, whichever is the lower, for the export rate period current at that time which applies (1) to the port from which the wheat was exported, and (2) to the country shown in the Declaration of Sale.

EXPORT PAYMENT RATES AND ANNOUNCEMENTS

§ 483.120 Announcement of rates.

Export payment rates will be announced from Washington, D.C., daily or at intervals of up to 7 days. Rates will be released at approximately 3:31 p.m., e.s.t. (see § 483.199), and will remain in effect through 3:30 p.m., e.s.t., on the expiration date stated in the announcement at which time a new announcement will be made. No rates will be announced on Saturday, and rates effective at 3:31 p.m., e.s.t., on Friday will be in effect through 3:30 p.m., e.s.t., of the market day succeeding Saturday un-

less the announcement specifically provides otherwise. Announcements will be available through the press, ticker service, Commodity Stabilization Service Offices at Portland (Oregon), Minneapolis, Kansas City (Missouri), Dallas, Evanston (Illinois), and through representatives of the Office of the General Sales Manager, CSS, located at San Francisco and New York. Different rates of payment for separate coasts or ports, various classes of wheat, destinations, periods of exportation, etc., may be announced simultaneously.

§ 483.121 Determination of rates.

The rate in effect at the time of sale to the foreign buyer or the time of filing Notice of Sale as required by § 483.125 (a), whichever rate is the lower, shall be the rate applicable to the sale. The supporting evidence of sale submitted by the exporter in form prescribed in § 483.127 (d), will be the basis for determining the time of sale. Some of the factors which are determinative of such time of sale, for the purpose of this program, are as follows:

(a) Time of the exporter's filing a cablegram or mailing a written acceptance of a definite offer to purchase received from the foreign buyer.

(b) Time of receipt by the exporter of a cablegram or other written acceptance from the foreign buyer of a definite offer by the exporter to sell or the time of receipt by the exporter of a cablegram or other written notification from his agent that the foreign buyer has accepted a definite offer by the exporter to sell.

(c) Time of filing by the exporter of a cablegram or time of mailing of a written confirmation by the exporter of the booking of a shipment or shipments to be made pursuant to a standing order of the buyer to purchase. It must be clear from the evidence, however, that the exporter has the right under the terms of the standing order to create a firm contract of sale by issuing a confirmation. For example, if he is authorized to confirm the sale at a price which may be established at his option, the evidence must show that such is the understanding between buyer and seller, otherwise it will be necessary for the buyer also to confirm the price, and receipt of the buyer's confirmation will establish the time of sale.

(d) A sale shall not be considered as made until the purchase price has been established, and time of sale shall be the earliest time the exporter has knowledge that a firm contract exists with the foreign buyer on which a firm dollar and cent price has been established pursuant to paragraphs (a), (b) and (c) of this section. Any contract provisions which entail provisional, or basic or maximum or minimum prices to be adjusted at a future date, may affect the time of sale for purposes of this subpart. For example, a contract will be considered to have a firm dollar and cent price if it contains a maximum price which can be reduced only at the seller's option or a minimum price which can be increased only at the buyer's option.

(e) If export is wholly by truck or rail and a firm contract exists at a firm dollar and cent price but the time of sale cannot be determined on the basis of the factors set forth in this section, or by any other means, the sale will be deemed to have been made at the time of issuance of the inland bill of lading, or if none is issued, at the time of clearance through United States Customs. If export is by ocean carrier and time of sale cannot be determined under other provisions of this section, the sale will be deemed to have been made at the time of issuance of ocean carrier bill of lading, or if none is issued, at the time the wheat is loaded on board ocean carrier.

(f) If the time of day at which the sale was made is not established and two payment rates are in effect on the day the sale was entered into, the time of sale will be deemed to occur at the time the lower of the two rates was in effect.

(g) If a sale is made through an intermediary, for purposes of determination of the applicable export payment rate, no substantially greater lapse of time for concluding the sales transaction may be recognized than would have elapsed had the exporter been dealing directly with the foreign buyer.

(h) In any unusual cases involving factors other than those enumerated above, an exporter should make a written request for a determination in writing from the Director in advance of making the sale as to the effect of such factors on the time of sale.

REGISTRATION OF SALES

§ 483.125 Notice of Sale.

(a) *Time.* (1) The exporter shall file a Notice of Sale as soon as possible after the date of the sale.

(2) Notices of Sale should normally be filed by telegraph, although telephone may be used. Telephoned notices should be confirmed immediately by telegraph.

(3) In order for the exporter to be assured of the current rate of payment, the telegram reporting the sale must be filed by 3:30 p.m., e.s.t. (or the telephone call must be made by that time), of the expiration date for such rate as shown in the rate announcement.

(4) The time of filing the Notice of Sale is considered to be as follows:

(i) In the case of a postal notice, the time which appears on the postmark on the envelope;

(ii) In the case of a telephonic notice, the time transmission of the telephonic message to CCC begins;

(iii) In the case of a telegraphic notice, the time transmission of the message to the telegraph company begins. CCC will accept as evidence of the time of filing a telegraphic Notice of Sale the time which appears on such notice. However, CCC will give consideration to any other corroborative evidence submitted by the exporter to support an earlier filing time. If the time of filing the Notice of Sale cannot be established and two rates are in effect on the day of filing, the time of filing the Notice of Sale will be deemed to be at the time the lower of the two rates was in effect.

(b) *Information required.* In giving Notice of Sale the exporter must report the following information:

(1) Date of sale.

(2) The Purchase Authorization Number, if a sale under Public Law 480 (83d Congress) or the Procurement Authorization Number if a sale under section 402 of the Mutual Security Act of 1954 (sales involving ICA funds).

(3) Contract quantity in bushels and the contract loading tolerance, if any, in percentage, but not in excess of 10 percent.

(4) The sale price must be shown on an f.o.b. vessel bulk basis, except that on exports from West Coast ports the price may be given on an instore basis. The f.o.b. or the instore price shown should include all charges and commissions necessary to the sale and moving of the wheat to the f.o.b. or the instore position. For example, a selling agent's commission would be included, whereas guaranteed outturn insurance would not be included.

(5) Coast of export.

(6) Country of destination.

(7) Name of purchaser. (Where the sale involves more than one purchaser, the Notice of Sale should contain the name of one purchaser and the word "others.")

(8) Delivery period specified in contract.

(9) Class and grade of wheat, and protein content when protein is specified in contract.

(10) If under subparagraph (5) of this paragraph, more than one coast of export is shown, indicate the CSS Commodity Office (Evanston, Dallas or Portland), to which the exporter will submit Application for Wheat Export Payment.

(11) The Word "Abroad" for wheat exported prior to sale. (See § 483.109 (d).)

(12) Such additional information in individual cases as may be requested by the Director.

§ 483.126 Notice of Registration.

(a) Upon receipt of the Notice of Sale, a Contracting Officer of CCC will issue a Notice of Registration by telegram unless he determines that to do so would not be in the best interests of the program. A Notice of Registration is a condition precedent to the exporter receiving payment under this subpart. Accordingly, before concluding a transaction it may be to the exporter's advantage in instances involving sales of an unusual nature to ascertain from the office indicated in § 483.178 whether the sale may be registered, or to condition his sales contract upon his receiving a Notice of Registration under this subpart.

(b) In the telegram of registration, the Contracting Officer may utilize the code letters "PIK" to indicate "Registered for Payment in Kind."

(c) Each Notice of Registration will include a registration number which shall be shown on the Declaration of Sale (see § 483.127), and on the Application for Wheat Export Payment, CCC

Form 357, and in all correspondence with reference to the transaction.

§ 483.127 Declaration of Sale and evidence of sale.

(a) *Time of submission and required copies.*

(1) The exporter shall prepare a Declaration of Sale (CCC Form No. 359), and mail or deliver it normally within two days after receipt of CCC's Notice of Registration. (See § 483.178.)

(2) The Declaration of Sale must be submitted in an original and three copies all of which shall be signed in an original signature by the exporter or his authorized representative. One copy of the Declaration of Sale will be acknowledged and returned to the exporter.

(3) Only one Declaration of Sale normally should be submitted by the exporter for each sale identified by a Registration Number assigned in the Notice of Registration (see § 483.126(c)), although this is not mandatory. If more than one Declaration of Sale is submitted, the letters A, B, C, etc., shall be added to Registration Numbers on the respective declarations.

(b) *Information required.* The information to be entered on the Declaration of Sale, is as follows:

(1) The Registration Number.

(2) The Purchase Authorization Number, if a sale under Public Law 480 (83d Congress) or the Procurement Authorization Number if a sale under section 402 of the Mutual Security Act of 1954 (sales involving ICA funds).

(3) Date and time of sale and of filing Notice of Sale.

(4) Name of purchaser, or purchasers.

(5) Contract quantity in bushels, and if the contract provides for a loading tolerance, the amount of such tolerance in percentage but not to exceed 10 percent.

(6) Country of destination.

(7) Delivery period specified in the contract.

(8) Class and grade of wheat, and protein content when specified in the contract.

(9) The sales price in the case of bulk wheat must be given on an f.o.b. vessel, bulk basis, on exports from Gulf and East Coast ports and on an instore, or f.o.b. vessel, bulk basis, on exports from West Coast ports. The f.o.b. or the instore price shown should include all charges and commissions necessary to the sale and the moving of the wheat to the f.o.b. or the instore position. For example, a selling agent's commission would be included, whereas guaranteed outturn insurance would not be included.

(10) Export rate per bushel of wheat in effect as determined by § 483.121.

(11) Coastal area from which it is anticipated exportation will be made.

(12) CSS Commodity Office to which Application for Wheat Export Payment will be submitted.

(13) Where the exporter intends to ship, tranship, or cause wheat to be shipped or transhipped to one or more of the countries or areas identified in § 483.187(b) (1) and (2), the license issued by the Bureau of Foreign Commerce, U.S. Department of Commerce, for such movement, shall be identified.

With respect to any such movement to Hong Kong or Macao not requiring a specific license, the exporter shall state that a specific license is not required.

(14) Such additional information in individual cases as may be requested by the Director.

(c) *Name in which filed.* The Declaration of Sale must be filed in the name of the exporter who sold the wheat to a foreign buyer. If the sale is made under a trade name, the Declaration of Sale may be filed under such name provided the name of the actual exporter and the relationship between the two is clearly established by an appropriate signature on the Declaration of Sale and all related documents, such as:

American Grain Company
(Trade Name)
U.S. Grain Company
[s] John Smith, Secretary

(d) *Evidence of sale.* Supporting evidence of sale, in one copy only, must be filed with each Declaration of Sale. Such evidence may be in the form of certified true copies of offer and acceptance or other documentary evidence of sale including contracts between exporter and buyer. In transactions involving an intermediate party (see § 483.121(g)) the evidence required is certified true copies of all documents evidencing the sales which are exchanged between the exporter, the intermediate party and the buyer shown in the Declaration of Sale, provided such evidence includes all information required under paragraph (b) of this section, and any additional documentation specifically requested by the Director.

OBLIGATION AND DEFAULT

§ 483.140 Exporter's Agreement with CCC.

The Notice of Sale by the exporter and the Notice of Registration shall constitute an agreement by the exporter to export the quantity of wheat to which such notices relate in accordance with the provisions of this subpart, in consideration of the undertaking of CCC to make an export payment, subject to the terms and conditions of this subpart.

§ 483.141 Cancellation of sale or failure to export.

(a) The exporter shall notify the Director promptly in every case where he is not able to fulfill his obligation under § 483.140 of this subpart because of (1) cancellation of a sale, (2) failure to export, (3) the re-entry into Canada or the United States, Alaska, Hawaii or Puerto Rico of wheat previously exported, or (4) failure to discharge fully any other obligation assumed by him under the program, and must state the reasons therefor.

(b) If the Vice President after affording an exporter the opportunity to present evidence determines that the exporter has cancelled the sale, or failed to export, or failed to discharge fully any other obligation assumed by him under the program, the exporter shall pay on demand any damages resulting from his failure to discharge his obligation to CCC, and the exporter may be denied the right to continue participating in this

program or in any other program of CCC for such period as the Vice President may determine and until the exporter has complied with such other terms and conditions as the Vice President may prescribe, unless the exporter establishes to the satisfaction of the Vice President that his failure to discharge his obligations under the program was not due to his fault or negligence.

(c) If any quantity of wheat exported pursuant to the exporter's contract with CCC is re-entered into Canada or the United States, Alaska, Hawaii, or Puerto Rico, whether or not such re-entry is caused by the exporter, or if any wheat is transhipped or caused to be transhipped by the exporter to any country that is not a designated country, the exporter shall be in default, shall refund any payment received and shall comply with the requirements of paragraph (b) of this section, unless he establishes to the satisfaction of CCC with respect to any re-entry that (1) the re-entry was not due to his fault or negligence and promptly after he received notice of re-entry he exported to any designated country the wheat required to be exported under his contract with CCC or (2) the wheat re-entered was lost, damaged or destroyed and the physical condition is such that its re-entry into the United States will not impair CCC's price support program.

WHEAT EXPORT PAYMENT CERTIFICATE

§ 483.145 Application for Wheat Export Payment.

An original and two (2) copies of Application for Wheat Export Payment, CCC Form 357, must be prepared and submitted together with the evidence of exportation, as provided in § 483.147, to the CSS Commodity Office shown on the acknowledged copy of the Declaration of Sale which is returned to the exporter. The exporter should submit the application as soon as possible after exportation as the face value of the certificate is subject to discount as provided in § 483.146(b). Supplies of CCC Form 357 and detailed instructions regarding the preparation and submission of the form may be obtained from the CSS Commodity Offices in Evanston, Dallas and Portland (Oregon).

§ 483.146 Description of Certificate.

Upon receipt of an Application for Wheat Export Payment (CCC Form 357) the CSS Commodity Office will determine the amount of payment due and issue to the exporter a Wheat Export Payment Certificate (CCC Form 358) for the amount due. Such Certificate is described in this section and will be subject to the provisions embodied in the Certificate and the applicable provisions in this subpart.

(a) *Payee.* Except as provided in § 483.176, the Certificate will be issued only to the exporter who has filed a Declaration of Sale and has obtained the Registration Number which shall be shown in the space provided in the Certificate.

(b) *Face value.* The amount shown in the space provided for the face value of the Certificate will be the amount obtained by multiplying the number of

net bushels of wheat exported by the applicable export payment rate. Certificates will be accepted at face value if applied to the purchase of wheat under contracts with CCC which specify a date of sale not more than 60 days after the date of export shown on the certificate. If a certificate is applied to the purchase of wheat under a contract with CCC which specifies a date of sale more than 60 days after the date of export shown on the certificate, the value at which the certificate will be accepted will be the face value reduced by 1/50 of one percent for each day beginning on the 61st day after such date of export and ending on the date of sale specified in the CCC contract to which it is applied.

(c) *Date of export.* The date of export shown on the Certificate will be the date of export as defined in § 483.189, which shall be deemed to be the date on which the export payment was earned.

(d) *General provisions.* The Wheat Export Payment Certificate will be redeemable in wheat which Commodity Credit Corporation makes available from its stocks for sale under this program. The certificate may be presented to the Dallas, Evanston, Kansas City, Minneapolis, or Portland offices of Commodity Stabilization Service, as provided in § 483.155, for wheat handled by the Office to which submitted. The certificate may be transferred by endorsement subject to all terms, conditions, and restrictions contained in § 483.146 and in the sections from § 483.155 through § 483.199 inclusive, applicable to the person or firm to whom it was originally issued.

§ 483.17 Documents required as evidence of export.

Each Application for Wheat Export Payment (CCC Form 357) must be supported by the following documentary evidence, as applicable:

(a) If export is by water, a non-negotiable copy or photostat of the on-board-ship bill of lading issued at point of export certified by the exporter as true and correct and signed by an agent of the ocean carrier. The bill of lading must show the Registration Number assigned by CCC (see § 483.126) in the case of sales to European countries, the name of the vessel, the date and place of issuance, the weight of the wheat, the number or description of the hold or tank in which the wheat was stowed, the designated country to which the wheat was shipped, and the Purchase Authorization Number if exported under Public Law 480 (83d Congress) or the Procurement Authorization Number if exported under Section 402 of the Mutual Security Act of 1954 (sales involving ICA funds). Where loss, destruction or damage to the wheat occurs subsequent to loading aboard the ocean carrier but prior to issuance of the on-board-ship bill of lading, one copy of a loading tally sheet or acceptable similar document may be substituted for the ocean bill of lading. If the country of destination shown on the ocean bill of lading differs from that shown on the Declaration of Sale or the country of destination approved by the Director pursuant to § 483.106, the exporter shall also furnish one copy of the Shipper's Export Declaration, authen-

ticated by the appropriate United States Custom official, showing that the country of destination is, in fact, the country to which the wheat is required to be exported.

(b) If exportation is by rail or truck, one copy of the Shipper's Export Declaration, authenticated by the appropriate United States Custom official, which identifies the shipment(s), the date of clearance into the foreign country and the weight of the wheat.

(c) A copy of an official loading weight certificate as defined in § 483.193 applicable to the wheat described in the on-board-ship bill of lading issued at point of export, or Shipper's Export Declaration and showing (1) date and place of issuance, and (2) name of vessel, and description of hold or tank in which the wheat was stowed, or where exportation is by rail-car or truck, description of such rail-car or truck. In the case of bagged wheat, the official loading weight certificate and the bill of lading or Shipper's Export Declaration shall contain the gross weight of the wheat and either the tare or the number of bags and an acceptable certification as to the weight of the bags.

(d) A copy of a grain inspection certificate issued at the point of export applicable to the wheat described in the on-board-ship bill of lading or Shipper's Export Declaration and showing (1) the date and place of issuance, (2) quantity of wheat, and (3) name of vessel and description of the hold or tank in which the wheat was stowed, or where exportation is by rail-car or truck, a description of such rail-car or truck in which exported. The grain inspection certificate shall be issued by an inspector licensed or authorized under the United States Grain Standards Act or the Agricultural Marketing Act of 1946 and shall show the grade of the wheat determined in accordance with the Official Grain Standards of the United States. If the certificate shows mixed wheat it will be necessary for the grade designation to show the approximate percentage of each class of wheat which constitutes more than 10 percent of the mixture.

(e) In the event of exportation from a point in Canada, (1) the bill of lading and other documentary evidence covering the movement of the wheat from the United States to the export vessel described in the on-board-ship bill of lading issued at the point of export, (2) a certification by the exporter that the wheat exported was produced in the United States, and (3) a copy of an official loading weight certificate and of a grain inspection certificate issued by an inspector licensed under the United States Grain Standards Act applicable to the grain shipped from the United States and showing date and place of issuance, name of vessel and description of hold or tank in which wheat was stowed.

(f) Where for good cause, the exporter establishes that he is unable to supply documentary evidence of export as specified in the above provisions of this section, CCC may accept such other evidence of export as will establish to the satisfaction of the Vice President, that

the exporter has fully complied with his obligations to export.

(g) If the shipper or consignor named in the on-board bill(s) of lading or the Shipper's Export Declaration(s), is other than the exporter named in the Notice of Sale and Declaration of Sale, waiver by such shipper or consignor of any interest in the application for payment in favor of such exporter is required. Such waiver must clearly identify the on-board bill(s) of lading or Shipper's Export Declaration(s) submitted to evidence export.

(h) Where exportation of the wheat has been made by anyone or transshipment made or caused by the exporter to one or more countries or areas identified in § 483.187(b) (1) and (2), the bills of lading or other pertinent documentary evidence required to be furnished to CCC shall identify the license by number issued by the Bureau of Foreign Commerce, United States Department of Commerce, for such movement. With respect to any such movement to Hong Kong or Macao not requiring a specified license, the required documentary evidence shall contain a statement by the exporter that a specific license was not required.

(i) In case a single bill of lading or other documentary evidence of export covers more than the net quantity of wheat which is applied against the exporter's agreement with CCC, and such documentary evidence of export is to be used as evidence of export of such excess quantity in connection with a different contract with CCC under this program or under any other export program of CCC pursuant to which CCC has paid or agreed to pay an export allowance, each copy of such documentary evidence of export submitted pursuant to paragraph (a) of this section shall be accompanied by a statement certified by the exporter identifying all contracts with CCC to which the documentary evidence of export has been or will be applied and the quantity applicable to each contract.

(j) If the export shipment is made by vessel, plane, truck or other carrier, operated by a United States Government agency, then in lieu of the bill of lading or Shipper's Export Declaration provided for in paragraphs (a) and (b) of this section, the exporter may submit a certificate issued by an authorized official or employee of such agency showing the date of shipment(s), type of carrier used, identification of the commodity, the quantity, the export destination, a certification by the exporter that shipment is not by or to a U.S. Government agency, and such other information required in paragraph (a) of this section as may be applicable hereto.

REDEMPTION OF WHEAT EXPORT CERTIFICATE

§ 483.155 Submission of offers.

Offers to purchase CCC wheat with certificates may be submitted by letter, telegram, or orally to any CSS Commodity Office from which the exporter desires delivery. The offerer must specify the class, grade, quality and quantity desired, and the desired point of deliv-

ery. CCC reserves the right to determine the classes, grades, qualities and quantities and point of delivery for which offers will be considered, and to reject any offer.

§ 483.156 Creation of contracts.

Preliminary negotiations for purchase of wheat under this subpart shall be confirmed by written Confirmation of Sale which shall be issued by the CSS Commodity Office in duplicate. One copy shall be signed and returned by the exporter whose offer to purchase wheat is accepted by CCC. Such exporter is hereinafter called "the purchaser." The Confirmation of Sale, together with the terms and conditions of this subpart and any amendments in effect on the date of sale, shall constitute the sales contract. Any provision of prior negotiations not contained in the Confirmation of Sale shall be of no effect. The term "date of sale," as used in §§ 483.155 to 483.165, inclusive, shall mean the date that the parties concluded their preliminary negotiations, and such date will be specified in the Confirmation of Sale.

§ 483.157 Price.

The price shall be basis f.o.b. vessel, instore, or track at port or other point of export (without export allowance) as determined by CCC and shall be specified in the Confirmation of Sale.

§ 483.158 Payment terms and financial arrangements.

(a) The amount due CCC for wheat purchased hereunder shall be paid by the purchaser by surrender to CCC of properly endorsed certificate(s). If certificates having a value in excess of the purchase price are surrendered by the purchaser to CCC, the certificates having the earliest dates of export shall be applied first to the purchase and any certificates not applied shall be returned to the purchaser. If the value of certificates applied to the purchase exceeds the purchase price, such excess will be adjusted by issuance and delivery to the purchaser of a balance certificate which may be used on a subsequent purchase from CCC. The date of export shown on the balance certificate will be the date shown on the original certificate, or if more than one certificate is applied to the purchase, the date of export shown on the balance certificate will be the latest date of export shown on a certificate applied to the purchase. The face value of the balance certificate will be determined by deducting from the face value of certificates surrendered to CCC, the purchase price of the wheat and any discount applicable to the portion of the certificates being applied to the purchase as provided in § 483.146(b).

(b) Financial arrangements covering the purchase price specified in the Confirmation of Sale of any wheat purchased from CCC hereunder shall be made prior to delivery of the wheat by CCC in one (or a combination) of the following ways:

(1) Surrender to the appropriate CSS Commodity Office of certificate(s) sufficient to pay for the wheat.

(2) If a purchaser desires delivery prior to receipt by CCC of certificates,

he may make payment in cash, certified check, or cashier's check for the wheat to be delivered, or if delivery is to be made in store, he may request that CCC draw a sight draft on him through a named bank with warehouse receipts attached or request that CCC surrender the warehouse receipts to him in a simultaneous exchange for an acceptable remittance delivered at the CSS Commodity Office. To the extent that acceptable certificates are received by CCC within 90 days after delivery of the wheat to the purchaser, CCC shall promptly make refund of funds received.

(3) If a purchaser desires delivery prior to receipt by CCC of certificates, he may establish an irrevocable commercial letter of credit acceptable to CCC for an amount equivalent to the total amount of the purchase price of the wheat plus interest thereon for 60 days, against which CCC will not draw to the extent that the purchaser pays to CCC the purchase price of the wheat and any applicable interest promptly upon presentation of invoices or prior to invoicing by CCC. To the extent that such payment is not made, CCC will draw drafts under the letter of credit for the amount remaining unpaid, supported by a statement specifying the amount due. When financial arrangements are made in this manner, the following shall apply:

(i) The letter of credit shall have an effective period of at least 60 days from the final date for delivery of the wheat to the purchaser as specified in the Confirmation of Sale. If a single letter of credit is used for this purpose as well as for the upward adjustment in price required under paragraph (c), the effective period shall be 150 days from the final date for delivery.

(ii) Interest on the purchase price of the wheat shall be paid in cash for the period from the date of delivery of the wheat to the date CCC receives acceptable certificates or cash or, in the case of payments against sight drafts drawn by CCC the date CCC estimates the draft will be paid. The rate of interest will be the rate in effect on the date of sale as announced in the CCC Monthly Sales List for sales made under the CCC credit sales program for periods up to 6 months. The interest shall be included in the amount of sight drafts drawn by CCC.

(iii) Unless otherwise requested by the purchaser, CCC shall, promptly after receiving cash for application on the purchase price and/or interest, or acceptable certificates for application on the purchase price, notify the bank which issued or confirmed the letter of credit that CCC consents to a reduction of such letter of credit in an amount equivalent to the amount of cash or acceptable certificates received.

(iv) To the extent acceptable certificates are received by CCC within 90 days after delivery of the wheat to the purchaser, CCC shall promptly make refund of any funds received representing the purchase price of the grain (but not any interest).

(c) The amount of the upward adjustment in price which is provided in § 483.163 for failure to submit certificates within 90 days after delivery shall

be computed as of the date of sale, and shall be specified in the Confirmation of Sale. Financial arrangements for such price adjustments shall be made in one of the following ways:

(1) Payment in cash, certified check, or cashier's check or

(2) Establishment of an irrevocable commercial letter of credit acceptable to CCC which shall have an effective period of at least 150 days from the date for delivery specified in the Confirmation of Sale and upon which CCC will draw drafts for the amount of the upward adjustment in price resulting from such failure to submit certificates within 90 days after delivery,

Supported by a statement specifying the amount due CCC. Promptly after CCC receives acceptable certificates in payment of the wheat purchased as provided in paragraph (b) (2) or (3) of this section, CCC shall notify the bank which issued or confirmed the letter of credit that CCC consents to a reduction of such letter of credit, unless otherwise requested by the purchaser, or shall make refund to the purchaser of funds received. Any such reduction or refund shall be in an amount equivalent to the purchaser's financial coverage under this subsection related to the quantity for which payment has been received in the form of acceptable certificates by CCC.

(d) The financial arrangements provided in paragraphs (b) and (c) of this section shall be made:

(1) Prior to delivery of the wheat by CCC on purchases which provide for delivery within 5 days following the date of the sale, and,

(2) On all other purchases, not less than 5 days prior to delivery of the wheat by CCC, unless CCC consents in writing to a different period.

(e) If the purchaser fails to make a financial arrangement acceptable to CCC in accordance with paragraph (d) of this section, CCC shall have the right to deem the purchaser in default and may avail itself of any remedy available to an unpaid seller. The purchaser shall be liable to CCC for any loss or damages resulting from such default.

§ 483.159 Delivery.

(a) The method, time, and place of delivery will be as specified in the Confirmation of Sale.

(b) If the wheat is to be delivered instore, delivery shall be accomplished by delivery to the purchaser of endorsed warehouse receipts, or other evidence of title. Delivery may be made by posting warehouse receipts in the mail. In the case of instore delivery the terms of continued storage thereafter shall be for termination between the purchaser and warehouseman.

(c) If the wheat is to be delivered other than instore, the details thereof shall be specified in the Confirmation of Sale.

(d) Title and risk of loss and damage shall pass to the purchaser upon delivery. All charges thereafter accruing, including warehouse and loading-out charges, in the case of instore delivery, shall be for the account of the purchaser: *Provided*, That if delivery is not made

within 30 days after the date of sale, the purchaser shall make cash settlement with CCC for warehouse charges on the wheat not delivered, at the rate specified in the Confirmation of Sale for the period beginning on the 31st day to and including the final date for delivery specified in the Confirmation of Sale or any written extension thereof: *Provided further*, That the purchaser shall not be responsible for such charges accruing after such 30-day period as a result of delay on the part of CCC in making delivery which is not attributable to the fault of the purchaser.

(e) If on deliveries other than instore the purchaser fails to take delivery of the wheat within the delivery period specified in the Confirmation of Sale, or any written extension thereof, CCC may at its option deliver the wheat instore in a warehouse of its choice by delivery of endorsed warehouse receipts, or CCC shall have the right to deem the purchaser in default and the purchaser shall be liable to CCC for any loss or damages resulting from such default.

§ 483.160 Specifications.

(a) If the wheat is to be delivered instore, CCC shall deliver warehouse receipts, or other evidence of title, representing the kind of wheat and the quantity, class, grade and/or quality stated in the Confirmation of Sale, and CCC shall have no responsibility in the event of failure of the warehouseman to deliver in accordance with the warehouse receipts or other evidence of title.

(b) If the wheat is to be delivered other than instore, the kind of wheat and the quantity, class, grade and/or quality delivered shall be that stated in the Confirmation of Sale. Determinations as to the class, grade, and/or quality of the wheat delivered shall be made on the basis of official inspection at point of delivery, unless otherwise specified in the Confirmation of Sale. The method of determining the quantity delivered shall be as stated in the Confirmation of Sale. If the wheat delivered is within the quality tolerance, if any, specified in the Confirmation of Sale, such delivery shall be accepted by the purchaser. If the wheat delivered is not within the quality tolerance, if any, specified in the Confirmation of Sale, the wheat may be rejected by the purchaser at the time of delivery or accepted subject to an adjustment in price for grade and quality difference in accordance with current market premiums and discounts, as determined by CCC. In case of rejection, CCC shall, upon request of the purchaser, replace such rejected quantity. The purchaser may reject any overdeliveries in quantity. Overdeliveries in quantity accepted by the purchaser shall be settled for at the contract price unless a different price has been agreed to between CCC and the purchaser. In case of underdeliveries a balance certificate shall be issued by CCC, or if other financial arrangements were furnished, the value of certificates the purchaser is required to surrender will be reduced. In the case of overdeliveries the purchaser shall tender cash or certificates to CCC. If the value of wheat delivered exceeds the value of certificates surrendered by

\$3.00 or less, no adjustment will be necessary. If the value of certificates surrendered exceeds the value of wheat delivered by \$3.00 or less, a balance certificate will not be issued unless requested.

§ 483.161 Export requirements.

(a) The purchaser shall, on or after the date of sale and within 60 days after delivery of the wheat to him or within such extension of that period as may for good cause be approved by the Vice President in writing cause exportation to a designated country of wheat equal in quantity to and of the same class as the wheat delivered by CCC. In the case of delivery of wheat to the purchaser at a Great Lakes port, if exportation takes place other than from the place of delivery by CCC, the purchaser must within such 60-day period, or within such extension of that period as may for good cause be approved by the Vice President in writing, ship from the place of delivery by CCC to any export point not on the Great Lakes, wheat equal in quantity and of the same class as the wheat delivered by CCC. Wheat so shipped shall not be unloaded at any Lake Michigan or Lake Superior port. The requirement that wheat of the same class be exported or shipped may be satisfied by exporting or shipping a quantity of mixed wheat which contains, as evidenced by the applicable Grain Inspection Certificate, wheat at least equal in quantity and of the same class as that delivery by CCC. The wheat exported shall not be re-entered by anyone into the United States, Alaska, Hawaii or Puerto Rico, nor shall the purchaser cause the wheat exported to be transhipped to any country excluded by § 483.187.

(b) Except as provided in § 483.162(g), the purchaser shall, within 30 days after exportation, furnish to the CSS Commodity Office evidence of such exportation, as required in § 483.162. Failure of the purchaser to furnish CCC proof of exportation within 90 days after delivery of the wheat to him, or in the case of extension of the time for export, within 30 days from the last date specified for exportation under such extension, shall constitute prima facie evidence of failure to export. Documents supporting an Application for Wheat Export Payment on the wheat exported will be accepted as evidence of export of wheat purchased from CCC if they satisfy the requirements specified in § 483.162, and the Application for Wheat Export Payment is accompanied by a letter in duplicate specifying the documents which are submitted as evidence of export and the CCC sales contract number to which they relate.

§ 483.162 Evidence of export.

Evidence of export shall consist of the following documentation, as applicable:

(a) If export is by water, a non-negotiable copy or photostat of the on-board-ship bill of lading certified by the exporter as true and correct and signed by an agent of the ocean carrier. The bill of lading must show the registration number assigned by CCC (see § 483.126) in the case of sales to European coun-

tries, the name of the vessel, the date and place of issuance, the weight of the wheat, the number or description of the hold or tank in which the wheat was stowed, the designated country to which the wheat was shipped, and the CCC sales contract number. Where loss, destruction or damage to the wheat occurs subsequent to loading aboard the ocean carrier but prior to issuance of the on-board-ship bill of lading, one copy of a loading tally sheet or acceptable similar document may be substituted for the ocean bill of lading.

(b) If export is by rail or truck, one unauthenticated copy of Shipper's Export Declaration (or photostat copy of an unauthenticated copy) which identifies the shipment(s), the date of clearance into the foreign country, the weight of the wheat, and the CCC sales contract number. The unauthenticated copy, or photostat copy, shall bear the following statement certified by the purchaser:

The authenticated copy of this Shipper's Export Declaration was forwarded to (name of the CSS Commodity Office) with application for Wheat Export Payment under Registration No. -----

(c) A copy of an official loading weight certificate as defined in § 483.193 applicable to the wheat described in the on-board-ship bill of lading or Shipper's Export Declaration and showing (1) date and place of issuance, and (2) name of vessel, and description of hold or tank in which wheat was stowed, or where exportation is by rail-car or truck, description of such rail-car or truck. In the case of bagged wheat, the official loading weight certificate and the bill of lading or Shipper's Export Declaration shall contain the gross weight of the wheat, and either the tare or the number of bags and an acceptable certification as to the weight of the bags.

(d) A copy of a grain inspection certificate issued at the point of export applicable to the wheat described in the on-board-ship bill of lading or Shipper's Export Declaration and showing (1) the date and place of issuance, (2) quantity of wheat, and (3) name of vessel and description of the hold or tank in which wheat was stowed, or where exportation is by rail-car or truck, a description of such rail-car or truck. The grain inspection certificate shall be issued by an inspector licensed or authorized under the United States Grain Standards Act or the Agricultural Marketing Act of 1946 and shall show the grade of the wheat determined in accordance with the Official Grain Standards of the United States. If the certificate shows mixed wheat it will be necessary for the grade designation to show the approximate percentage of each class of wheat which constitutes more than 10 percent of the mixture.

(e) In the event of exportation from a point in Canada, (1) the bill of lading and other documentary evidence covering the movement of wheat from the United States to the export vessel described in the bill of lading issued at the point of export, (2) a certification by the exporter that the wheat exported was produced in the United States, and (3) a copy of an official loading weight cer-

tificate and of a grain inspection certificate issued by an inspector licensed under the United States Grain Standards Act applicable to the grain shipped from the United States and showing date and place of issuance, name of vessel and description of hold or tank in which wheat was stowed.

(f) If the wheat is delivered by CCC at a Great Lakes port and if exportation takes place other than from the place of delivery by CCC, the exporter must, in conformance with the requirement in § 483.161(a) submit a non-negotiable copy(s) of the applicable bill(s) of lading showing the shipment of wheat of the required quantity and kind, from the place of delivery by CCC to an export point not on the Great Lakes. This evidence of shipment must be accompanied by an affidavit of the exporter that the wheat represented by such bill(s) of lading was not unloaded at a point other than the destination indicated on the evidence of shipment. The affidavit must also affirm that the bill(s) of lading submitted therewith has not or will not be used in any other instance as proof of such movement pursuant to a similar requirement except as provided in § 483.162(i). Such evidence shall be submitted in the time required by § 483.161(b) or within such extension of that time as may be approved by CCC in writing.

(g) Where for good cause, the exporter establishes that he is unable to supply documentary evidence of export as specified in the above provisions of this section, CCC may accept such other evidence of export as will establish to the satisfaction of the Vice President that the exporter has fully complied with his obligations to export.

(h) Where exportation of the wheat has been made by anyone or transshipment made or caused by the exporter to one or more of the countries or areas identified in § 483.187(b) (1) and (2), the bills of lading or other pertinent documentary evidence required to be furnished to CCC shall identify the license by number issued by the Bureau of Foreign Commerce, U.S. Department of Commerce, for such movement. With respect to any such movement to Hong Kong or Macao not requiring a specified license, the required documentary evidence shall contain a statement by the purchaser that a specific license was not required.

(i) In case a single bill of lading or other documentary evidence of export covers more than the net quantity of wheat which is applied against any one contract with CCC and such documentary evidence of export is to be used as evidence of export of such excess quantity in connection with a different contract with CCC under any export program of CCC pursuant to which CCC has paid or agreed to pay an export allowance or has sold grain at prices which reflect any export allowance, each copy of such documentary evidence of export submitted pursuant to this section shall be accompanied by a statement certified by the exporter identifying all contracts with CCC to which this documentary evidence of export has been or

will be applied and the quantity applicable to each contract.

(j) If the export shipment is made by vessel, plane, truck or other carrier, operated by a Government agency, then in lieu of the bill of lading or Shipper's Export Declaration provided for in paragraphs (a) and (b) of this section, the exporter may submit a certificate issued by an authorized official or employee of such agency showing the date of shipment(s), type of carrier used, identification of the commodity, the quantity, and the export destination and a certification by the exporter that shipment is not by or to a U.S. Government agency, and such other information required in paragraph (a) of this section as may be applicable hereto.

§ 483.163 Adjusted sales price.

(a) Sales of wheat under this announcement are made at prices below the statutory minimum required under section 407 of the Agricultural Act of 1949, as amended, for sales for unrestricted use upon condition that payment in certificates is made as provided in § 483.158, and upon the further condition that all applicable provisions of §§ 483.161 and 483.162 are complied with. In the event of failure to comply with such conditions, the sales price with respect to the quantity of wheat involved shall be the highest of the following prices in effect on the date of sale:

(1) CCC's statutory minimum sales price for unrestricted use for the same kind, class, grade and quality of the wheat, as determined by CCC, or

(2) The sales price, announced by CCC for sale for unrestricted use of the same kind, class, grade and quality of the wheat, or

(3) If no such sales price has been announced, the highest domestic market price at the point where CCC delivered the wheat, as determined by CCC.

(b) The total amount of any upward adjustment in sales price under this section shall be paid in cash by the purchaser to CCC promptly upon demand plus interest at the rate of 6 percent per annum from the date of sale. Any upward adjustment of sales price will not be made to the extent that the Vice President or his designated representative, determines:

(1) That the wheat has not been exported or has been re-entered into the United States, Alaska, Hawaii or Puerto Rico due to causes without the fault or negligence of the purchaser, that such wheat was pursuant to written approval of CCC, subsequently actually exported to a designated country within the period specified by CCC, and that the purchaser submitted evidence of such exportation in accordance with § 483.162, or

(2) That the wheat placed in transit to an export location for export under this announcement or re-entered into the United States, Alaska, Hawaii or Puerto Rico was lost, damaged, destroyed, or deteriorated and the physical condition thereof was such that its entry into domestic market channels will not impair CCC's price support operations, or

(3) That the wheat required to be moved from a Great Lakes port to an export point not on the Great Lakes was not moved as a result of its loss, damage, destruction, or deterioration after it was placed in transit for such shipment and the physical condition was such that its entry into domestic market channels will not impair CCC's price support operations.

§ 483.164 Inability to perform.

CCC shall not be responsible for damages for any failure to deliver, or delay in delivery of, the wheat due to any cause without the fault or negligence of CCC, including, but not restricted to, failure of warehousemen to meet delivery instructions. In case of delay in delivery due to any such causes, CCC shall make delivery to the purchaser as soon as practicable.

§ 483.165 Covenant against contingent fees.

The purchaser warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies. For breach or violation of this warranty CCC shall have the right to annul the contract without liability or in its discretion to require the purchaser to pay, in addition to the contract price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

MISCELLANEOUS PROVISIONS

§ 483.174 Performance guarantee.

In addition to the performance guarantees required under § 483.158 (b) (3) and (c), CCC reserves the right to require the exporter to furnish a cash deposit, performance bond, or performance type letter of credit, acceptable to CCC to guarantee performance of any of his obligations under §§ 483.155 to 483.165, inclusive.

§ 483.175 Good faith.

If the Vice President after affording the exporter an opportunity to present evidence determines that such exporter has not acted in good faith in connection with any transaction under this subpart such exporter may be denied (a) the right to continue participating in this or in any other program of CCC or (b) the right to receive payment under this subpart in connection with any sales previously made under this program, or both. Any such action shall not affect any other right of CCC, the Department of Agriculture or the Government by way of the premises.

§ 483.176 Assignments.

No exporter shall, without the written consent of the Director, assign any right to an export payment under this subpart, except that certificates received by him may be transferred by endorsement as provided in § 483.146(d).

§ 483.177 Records and accounts.

Each exporter shall maintain accurate records showing sales and deliveries of

wheat exported or to be exported in connection with this program. Such records, accounts, and other documents relating to any transaction in connection with this program shall be available during regular business hours for inspection and audit by authorized employees of the United States Department of Agriculture, and shall be preserved for two years after date of export.

§ 483.178 Submission of reports.

The Notice of Sale, Declaration of Sale, and related reports required under this subpart to be submitted to the Director, should be addressed as follows:

Chief, Commercial Export Branch, Grain Division, Commodity Stabilization Service, U.S. Department of Agriculture, Washington 25, D.C.

Delivery to the above office of telegraphic Notices of Sale will be expedited if addressed as follows:

Com Ex Branch, USDA (AG), Washington, D.C.

Exporters calling this office by long distance telephone may do so by direct dialing. The long distance area number for Washington, D.C. is 202. The telephone numbers of this office are DUDLEY 8-3261, -3262, -3927 and -3928. For example, exporters may dial 202DU8-3261.

§ 483.179 Additional reports.

The exporter shall file such additional reports as may be required from time to time by the Director, subject to the approval of the Bureau of the Budget.

§ 483.180 CSS Commodity Offices.

Information concerning this program may be obtained from CSS Commodity Offices listed below:

Director, Commodity Stabilization Service Office, U.S. Department of Agriculture, 2201 Howard Street, Evanston, Ill.

Director, Commodity Stabilization Service Office, U.S. Department of Agriculture, 500 South Ervay Street, Dallas 1, Tex.

Director, Commodity Stabilization Service Office, U.S. Department of Agriculture, 560 Westport Road, Kansas City 41, Mo.

Director, Commodity Stabilization Service Office, U.S. Department of Agriculture, 6400 France Avenue South, Minneapolis 10, Minn.

Director, Commodity Stabilization Service Office, U.S. Department of Agriculture, 1218 Southwest Washington Street, Portland 5, Ore.

§ 483.181 Officials not to benefit.

No member or delegate to Congress, or resident commissioner, shall be admitted to any benefit that may arise from any provision of this program but this provision shall not be construed to extend to a payment made to a corporation for its general benefit.

§ 483.182 Amendment and termination.

This offer may be amended or terminated by filing of such amendment or termination with the Federal Register Office for publication. Any such amendment or termination shall not be applicable to sales for export which otherwise comply with the Terms and Conditions of this offer made before the effective time and date of such amendment or termination.

§ 483.183 Written approval by the Vice President or Director.

Where the program specifies certain requirements unless otherwise approved in writing by the Vice President or Director, and the exporter wishes to obtain such an approval, an application therefor should be filed in writing with the Vice President or Director in advance of the last day for performance of the requirement in order for the exporter to assure himself whether his request will be approved. Approval may also be granted after the time specified for performance of the requirement where the exporter has established good cause therefor.

DEFINITIONS

§ 483.186 Day.

"Day" means calendar day.

§ 483.187 Designated countries.

A "designated country" means:

(a) A country or territory designated as IWA in an announcement of export payment rates (§ 483.120), or

(b) Any other destination outside the United States, and excluding Alaska, Hawaii or Puerto Rico, and also excluding:

(1) Any country or area listed as Sub-Group A of Group R of the Comprehensive Export Schedule issued by the Bureau of Foreign Commerce, U.S. Department of Commerce, unless a license for such shipment or transshipment thereto has been obtained from such Bureau.

(2) Hong Kong or Macao in the case of any commodity for which a specific license is required by regulations of the U.S. Department of Commerce under the Export Control Act of 1949, unless such specific license for shipment or transshipment thereto has been obtained from the Bureau of Foreign Commerce, U.S. Department of Commerce.

§ 483.188 Director.

"Director" means the Director of the Grain Division, Commodity Stabilization Service, Washington, D.C.

§ 483.189 Export and exportation.

"Export" and "exportation" mean, except as hereinafter provided, a shipment of wheat from the United States, destined to a designated country or a shipment from Canada, destined to a designated country, of wheat which has been moved from the United States into Canada, provided the identity of the wheat is preserved until shipped from Canada. The wheat so shipped shall be deemed to have been exported on the date which appears on the applicable on-board export bill of lading, or if shipment to the designated country is by truck or rail, on the date the shipment clears the United States Customs. If wheat is lost, destroyed or damaged after loading on board an export vessel, exportation shall be deemed to have been made as of the date of the on-board-vessel bill of lading or the latest date appearing on the loading tally sheet or similar documents if the loss, destruction or damage occurs subsequent to loading aboard vessel but prior to issu-

ance of the on-board bill of lading: *Provided*, That if the "lost" or "damaged" wheat remains in the United States, it shall be considered as re-entered wheat and shall be subject to the provisions of § 483.141(c). Exportation by or to a United States Government agency shall not qualify as an exportation under the provisions of this announcement.

NOTE TO EXPORTER: Since the export payment on any given quantity of wheat is conditioned upon the exportation thereof to a designated country, exporters may find it desirable to carry insurance on the full domestic value of wheat against any loss which may occur prior to the wheat leaving this country by rail or truck or prior to loading on the export vessel.

§ 483.190 Exporter.

"Exporter" means an individual, corporation, partnership, association or other business entity, which is regularly engaged in the business of buying and selling wheat for export and for this purpose maintains a bona fide business office in the United States, and therein has a person, principal, or resident agent upon whom service of process may be had.

§ 483.191 International Wheat Agreement.

"International Wheat Agreement" or "IWA" means the 1959 International Wheat Agreement, ratified by the United States on July 16, 1959, or subsequent agreements duly ratified by the United States.

§ 483.192 Ocean carrier.

"Ocean carrier" means the vessel on which shipment from the United States or Canada, other than shipments between such countries, is exported pursuant to a sale registered under this program.

§ 483.193 Official weight certificate.

"Official weight certificate" means a weight certificate issued:

(a) By Chambers of Commerce, Boards of trade, Grain Exchanges, State Weighing Departments, or other organizations having qualified, independent, impartial, paid employees stationed at elevators, or

(b) By or on authority of Chambers of Commerce, Boards of Trade, Grain Exchanges, State Weighing Departments, or other organizations where weighing is performed by elevator employees under the supervision of a qualified, independent, impartial, supervising weighmaster employed by one of the above organizations.

§ 483.194 United States.

"United States" unless otherwise qualified means all of those states situated on the North American continent excluding Alaska.

§ 483.195 United States Government Agency.

"United States Government Agency" means any corporation, wholly owned by the Federal Government and any department, bureau, administration or other unit of the Federal Government

as, for example, the Departments of the Army, Navy and Air Force, the International Cooperation Administration, the Army and Air Force Exchange Service, and the Panama Canal Company. Sales of wheat to foreign buyers, including foreign governments though financed with funds made available by a U.S. agency, such as the International Cooperation Administration or the Export-Import Bank, are not sales to a U.S. Government agency, provided such wheat is not for transfer to a U.S. Government agency.

§ 483.196 Vice President.

"Vice President" means the Executive Vice President of the Commodity Credit Corporation or his designee.

§ 483.197 Wheat.

"Wheat" means wheat grown in the United States and as defined in the Official Grain Standards of the United States. The quantity of wheat exported which is eligible for export payment and which satisfies the exportation requirements of this subpart, shall be determined by deducting from the weight of the wheat (which shall not include the weight of any bags) any dockage indicated on the inspection certificate issued at the time of loading for export.

§ 483.198 Wheat Council.

"Wheat Council" means the International Wheat Council established by the International Wheat Agreement.

§ 483.199 3:31 e.s.t.

"3:31 e.s.t." as used in the subpart means 3:31 eastern standard time, except that when Washington, D.C., is on daylight saving time 3:31 e.s.t. means 3:31 eastern daylight saving time (2:31 eastern standard time).

NOTE: The record keeping and reporting requirements contained herein have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Issued at Washington, D.C., this 20th day of June 1960.

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

APPENDIX

NOTICE TO EXPORTERS

(Revision of October 21, 1958)

The Department of Commerce, Bureau of Foreign Commerce (BFC), pursuant to regulations under the Export Control Act of 1949, prohibits the exportation or re-exportation by anyone of any commodities under this program to the Soviet Bloc, or communist-controlled areas of the Far East including Communist China, North Korea and the communist-controlled areas of Vietnam, except under validated license issued by the U.S. Department of Commerce, Bureau of Foreign Commerce. A validated license is also required for shipment to Hong Kong or Macao unless the commodity is included on the general license GHK list.

These regulations generally require that exporters in or in connection with their contracts with foreign purchasers, where the contract involves \$10,000 or more and exportation is to be made to a Group R country, obtain from the foreign purchaser a written

acknowledgment of his understanding of (1) U.S. Commerce Department prohibitions (Comprehensive Export Schedule, 15 CFR 371.4 and 371.8) against sales or resale for re-export of said commodities, or any part thereof, without express Commerce Department authorization, to the Soviet Bloc, Communist China, North Korea or the communist-controlled area of Vietnam or to Hong Kong or Macao unless the commodity is on the General License GHK list (CES, 15 CFR 371.23), and (2) the sanction of denial of future U.S. export privileges that may be imposed for violation of the Commerce Department regulations. Exporters who have a continuing and regular relationship with a foreign purchaser may obtain a blanket acknowledgment from such purchaser covering all transactions involving surplus agricultural commodities and manufactures thereof purchased from CCC or subsidized for export by the Secretary of Agriculture or CCC. Where commodities are to be exported by a party other than the original purchaser of the commodities from the CCC the original purchaser should inform the exporter in writing of the requirement for obtaining the signed acknowledgment from the foreign purchaser.

For all exportations, one of the destination control statements specified in BFC Regulation (Comprehensive Export Schedule, 15 CFR § 379.10(c)) is required to be placed on all copies of the shipper's export declaration, all copies of the bill of lading, and all copies of the commercial invoices. For additional information as to which destination control statement to use, the exporter should communicate with the Bureau of Foreign Commerce or one of the field offices of the Department of Commerce.

[F.R. Doc. 60-5823; Filed, June 23, 1960; 8:49 a.m.]

PART 483—WHEAT AND FLOUR

Subpart—Flour Export Program—Cash Payment (GR 346) Terms and Conditions

REVISION I

The Terms and Conditions of the Flour Export Program—Cash Payment (GR-346) (21 F.R. 8741), as amended (22 F.R. 6641), (23 F.R. 1715), (24 F.R. 2115) and (24 F.R. 7633), are further amended herein and are reissued as Revision I as follows:

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Sec. 483.201 General statement.

ELIGIBILITY FOR PAYMENT BY CCC

483.205 General conditions of eligibility.
483.206 Countries and buyers to which flour may be exported.
483.207 Date of exportation.
483.208 Excess quantities loaded.
483.209 Flour exported prior to sale.

EXPORT PAYMENT RATES AND ANNOUNCEMENTS

483.220 Announcement of rates.
483.221 Determination of rates.
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REGISTRATION OF SALES AND REPORTS

483.225 Notice of Sale.
483.226 Notice of Registration.
483.227 Declaration of Sale and evidence of sale.
483.228 Notice of Export.

OBLIGATION AND DEFAULT

483.240 Exporter's agreement with CCC.
483.241 Cancellation of sale or failure to export.

APPLICATION FOR PAYMENT

Sec. 483.245 Application For Flour Export Payment Form CCC-413.
483.246 Documents required as evidence of export.

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AUTHORITY: §§ 483.201 to 483.298 issued under secs. 4, and 5, 62 Stat. 1070, 1072, sec. 2, 63 Stat. 945, as amended, 15 U.S.C. 714 b and c, and 7 U.S.C. 1641.

GENERAL

§ 483.201 General statement.

In order to encourage the sale and exportation by commercial exporters of flour processed in the United States or Puerto Rico from wheat produced in the United States, and in order to exercise the rights, obtain the benefits and fulfill the obligations of the United States under the International Wheat Agreement, the Commodity Credit Corporation (referred to in this subpart as CCC) offers to make cash payments to exporters under the terms and conditions stated in this subpart. This program will be administered by the Commodity Stabilization Service, United States Department of Agriculture, and information pertaining to the program may be obtained from any of the CSS offices listed in § 483.280.

ELIGIBILITY FOR PAYMENT BY CCC

§ 483.205 General conditions of eligibility.

(a) Payment under this program will be made to an exporter, subject to the terms and conditions set forth in this subpart, in connection with the net quantity of flour exported from the United States or Puerto Rico to a designated country as defined in § 483.287 and the net quantity of flour shipped to Canada and exported to a designated country from Canadian ports, excluding West Coast Canadian ports, pursuant to a sale to a foreign buyer for which the exporter receives a Notice of Registration from a Contracting Officer, CCC, in accordance with § 483.226. The term "foreign buyer" or "foreign buyer in the country of destination" as referred to in this subpart, shall include the Panama Canal Company and the Army and Air Force Exchange Service purchasing

flour for shipment to installations abroad. Payment also will be made to an exporter on flour exported prior to sale for which the exporter has received a Notice of Registration from a Contracting Officer, CCC, subject to the terms and conditions of this subpart, particularly § 483.209.

(b) Sales to foreign buyers in countries and territories designated as IWA (see § 483.287) as well as sales to other designated countries may be made under this program. CCC will determine which sales registered under the program in accordance with § 483.226 are considered eligible for recording under the Wheat Agreement and will report such sales to the Wheat Council. Final determination of recordability rests with the Wheat Council. An exporter's subsidy rights under this subpart will not be impaired if any transaction is not ultimately recorded by the Wheat Council.

(c) A sale which involves flour derived in whole or in part from wheat produced outside the United States, or flour milled outside the United States or Puerto Rico, is not eligible for registration under the program. However, in the event the Director determines that ineligible flour is exported unintentionally, payment may be made but only on that portion which it is established to his satisfaction was milled in the United States or Puerto Rico from wheat produced in the United States.

(d) To be eligible for payment under this program, the exporter shall furnish documentary evidence of export, as required in § 483.246, which has not been used, or will not subsequently be used as evidence of export in connection with (1) any other application for flour export payment under this program, (2) any other export program under which CCC has made or has agreed to make an export allowance, (3) any other export program which involves the sale of wheat for export as flour at prices which reflect any export allowance, or (4) a CCC barter transaction. Nothing herein shall be construed as precluding exportations of flour under this program from fulfilling sales under Purchase Authorizations pursuant to Public Law 480 (83d Congress), or Procurement Authorizations pursuant to section 402 of the Mutual Security Act of 1954 (sales involving ICA funds).

(e) Sales may be made pursuant to this program to a foreign buyer for shipment to any designated country whether or not such buyer is located in the country of destination. A sale to be eligible for payment must be a bona fide sales transaction with the foreign buyer named in the Declaration of Sale. Brokers or agents of either the seller or the foreign buyer shall not be named as the buyer in the Declaration of Sale.

(f) Where a sale is made by an exporter to a foreign buyer who simultaneously resells to another foreign buyer, the latter may be the buyer named in the Notice of Sale and Declaration of Sale.

(g) The foreign buyer may be an affiliate of the U.S. exporter, in which case the sale registered for export payment must be a bona fide sales transaction in

which the affiliate is acting in its own behalf as an independent buyer and not on behalf of the exporter. The foreign sale shall not be a "wash sale" or any other type of intercompany transaction which does not result in an actual exportation of wheat against the specific sale on which the export payment rate was based.

(h) Exportation of flour by or to a United States Government agency (as defined in § 483.295), excluding the Army and Air Force Exchange Service and the Panama Canal Company, to or in a designated country shall not qualify as an exportation for the purposes of this program.

§ 483.206 Countries and buyers to which flour may be exported.

(a) Except as provided in paragraphs (b) and (c) of this section exports under this program shall be made only to the designated country and buyer named in the Declaration of Sale and the exporter shall not ship, tranship or cause the flour to be transhipped to any other country.

(b) Shipment shall be made only to the country named in the Declaration of Sale, unless the exporter (1) obtains the written approval of the Director for shipment to a designated country other than the country named in the Declaration of Sale and (2) furnishes a certification to the Director that such shipment is at the request of the buyer named in the Declaration of Sale, such shipment constitutes delivery against the exporter's sale to the foreign buyer on which the export payment is based pursuant to § 483.221 and is not in connection with a different sale, and that the exporter knows of no circumstances with respect to such shipment which would impair the integrity of such sale.

(c) Shipment may be made to a consignee or notify party other than the buyer named in the Declaration of Sale, provided the exporter furnishes a certification to the Director as required in paragraph (b) of this section.

§ 483.207 Date of exportation.

Where the flour is sold for export in a specified rate period announced by CCC the exportation must be completed before the end of that period in order for the exporter to obtain the export payment rate applicable to that period. Exportation in a different period will be acceptable only if approved in writing by the Director, and such approval may be given subject to such reduction in the export payment (expressed in a rate per hundredweight) as may be specified by the Director. In the case of flour sold to the Army and Air Force Exchange Service, where exportation is to be made by the service and not by the seller, the term "export", for the purpose of determining the applicable rate pursuant to this section, means delivery of the flour to the Exchange Service.

§ 483.208 Excess quantities loaded.

Payment will not be made on quantities loaded on vessels, cars, or trucks which are in excess of the contract quantity as shown on the Declaration of Sale

plus a tolerance of one percent except that in the case of sales to foreign Governments where the tender specifies a loading tolerance the quantity eligible for subsidy payment shall be the contract quantity plus the contract tolerance but not more than ten percent. A new Notice of Sale and Declaration of Sale are required for any additional quantity loaded.

§ 483.209 Flour exported prior to sale.

(a) In connection with any quantity of flour exported prior to sale, payments will be made only on that portion thereof which has been reported in accordance with paragraph (b) of this section and only on sales made by the person who actually exports such flour and not to a person who buys such flour after exportation thereof and re-sells it to a designated country.

(b) In order to receive export payment on flour exported prior to sale the exporter must have reported the exportation of such flour to the Director not later than seven days after the date of such exportation as defined in § 483.289, unless additional time for reporting is granted in writing by the Director. This report must include the following information:

- (1) Date of exportation.
- (2) Port of exportation.
- (3) Country and port of original destination of flour.
- (4) Name of ocean vessel upon which loaded.
- (5) Quantity in hundredweight.
- (6) The report shall also contain a statement that the vessel contains other flour sold by the exporter filing the report, as provided in paragraph (c) of this section.

(c) Unless otherwise approved in writing by the Director, only unsold flour which is loaded on a vessel which also carries flour sold by the same exporter under this program or other export programs of CCC shall be reported under paragraph (b) of this section, and shall be eligible for export payment when sold. In the case of full cargo shipments the unsold portion shall not exceed one-third of the total cargo. In the case of part cargo lots the unsold portion shall not exceed 2,000 metric tons. The exporter should obtain separate bill or bills of lading for both the unsold and sold quantities of flour exported.

(d) At such time as the flour is sold, the exporter shall report the sale to the Director as provided in § 483.225, and shall submit all other reports and documents as required by this subpart. In reporting the sale the exporter must state that the flour sold was reported to the Director, as provided in paragraph (b) of this section. This may be done by the use of the code word "Abroad".

(e) The export rate applicable to such sale shall be that rate in effect at time of sale, or time of giving Notice of Sale, whichever is the lower, for the export rate period current at that time which applies (1) to the port from which the flour was exported, and (2) to the country shown in the Declaration of Sale.

EXPORT PAYMENT RATES AND
ANNOUNCEMENTS

§ 483.220 Announcement of rates.

Export payment rates will be announced from Washington, D.C., daily or at intervals of up to 7 days. Rates will be released at approximately 3:31 p.m., e.s.t. (see § 483.298), and will remain in effect through 3:30 p.m., e.s.t., on the expiration date stated in the announcement at which time a new announcement will be made. No rates will be announced on Saturday, and rates effective at 3:31 p.m., e.s.t., on Friday, will be in effect through 3:30 p.m., e.s.t., of the market day succeeding Saturday unless the announcement specifically provides otherwise. Announcements will be available through the press, ticker service, Commodity Stabilization Service Offices at Portland (Oregon), Minneapolis, Kansas City (Missouri), Dallas, Evanston (Illinois), and through representatives of the Office of the General Sales Manager, CCS located at San Francisco and New York. Different rates of payment for separate coasts or ports, destinations, periods of exportation, etc., may be announced simultaneously.

§ 483.221 Determination of rates.

The rate in effect at the time of sale to the foreign buyer, or the time of filing Notice of Sale as required by § 483.225 (a), whichever rate is the lower, shall be the rate applicable to the sale. The supporting evidence of sale submitted by the exporter in form prescribed in § 483.227(d), will be the basis for determining the time of sale. Some of the factors which are determinative of such time of sale for the purpose of this program, are as follows:

(a) Time of the exporter's filing a cablegram or mailing a written acceptance of a definite offer to purchase received from the foreign buyer.

(b) Time of receipt by the exporter of a cablegram or other written acceptance from the foreign buyer of a definite offer by the exporter to sell or the time of receipt by the exporter of a cablegram or other written notification from his agent that the foreign buyer has accepted a definite offer by the exporter to sell.

(c) Time of filing by the exporter of a cablegram or time of mailing of a written confirmation by the exporter of the booking of a shipment or shipments to be made pursuant to a standing order of the buyer to purchase. It must be clear from the evidence, however, that the exporter has the right under the terms of the standing order to create a firm contract of sale by issuing a confirmation. For example, if he is authorized to confirm the sale at a price which may be established at his option, the evidence must show that such is the understanding between buyer and seller, otherwise it will be necessary for the buyer also to confirm the price, and receipt of the buyer's confirmation will establish the time of sale.

(d) Sales may be made through a third principal party but for the purpose of this subpart the third principal party

will be considered as an agent or intermediary and the sale as being between the exporter and the ultimate foreign buyer in the country of destination. The time of sale shall be determined by reference to the factors listed elsewhere in this section. The evidence of sale required by § 483.227(d) shall include documents exchanged between the exporter, the ultimate foreign buyer, and the intermediate third party. For purposes of determining the applicable export payment rate, when the sale is made through an intermediary, no substantially greater lapse of time for concluding the sales transaction may be recognized than would have elapsed had the exporter been dealing directly with the foreign buyer.

(e) A sale shall not be considered as made until the purchase price has been established, and time of sale shall be the earliest time the exporter has knowledge that a firm contract exists with the foreign buyer on which a firm dollar and cent price has been established pursuant to paragraphs (a), (b), and (c) of this section. Any contract provisions which entail provisional, or basic, or maximum or minimum prices to be adjusted at a future date, may affect the time of sale for purposes of this subpart. For example, a contract will be considered to have a firm dollar and cent price if it contains a maximum price which can be reduced only at the seller's option or a minimum price which can be increased only at the buyer's option.

(f) If export is wholly by truck or rail and a firm contract exists at a firm dollar and cents price but the time of sale cannot be determined on the basis of the factors set forth in this section, or by any other means, the sale will be deemed to have been made at the time of issuance of the inland bill of lading, or if none is issued, at the time of clearance through United States Customs. If export is by ocean carrier and time of sale cannot be determined under other provisions of this section, the sale will be deemed to have been made at the time of issuance of ocean carrier bill of lading, or if none is issued, at the time the flour is loaded on board ocean carrier.

(g) If the time of day at which the sale was made is not established and two payment rates are in effect on such day, the time of sale will be deemed to be at the time the lower of the two rates was in effect.

(h) In the case of sales to the Army and Air Force Exchange Service, the time of sale shall be the time appearing on the Army and Air Force Exchange Service Purchase Order.

(i) In any unusual cases involving factors other than those enumerated above, an exporter should make a written request for a determination in writing from the Director in advance of making the sale as to the effect of such factors on the time of sale.

§ 483.222 Conversion factors.

The following conversion factors shall be applied to the announced rate to determine the rate applicable to a particular type of flour:

	Rate factor
Wheat flour (including clears), derived from conventional milling practices which are generally accepted in the milling industry in the United States as representing a 72 percent extraction operation.....	1.000
Semolina and farina.....	1.000
Wheat flour, derived from conventional milling practices which are generally accepted in the milling industry in the United States as representing an 80 percent extraction operation921
Bulgur.....	.872
Wheat flour, derived from conventional milling practices which are generally accepted in the milling industry in the United States as representing a 90 percent extraction operation822
Whole wheat flour.....	.726

Flour of a specified percent extraction will be eligible for the applicable rate factor only if the flour exported constitutes a component of the percent of flour extracted under such operation and is not in any part a component of the mill-feed by-product. No part of the mill-feed by-product from any milling operation shall be eligible at any rate of payment.

REGISTRATION OF SALES AND REPORTS

§ 483.225 Notice of Sale.

(a) *Time.* (1) The exporter shall file a Notice of Sale as soon as possible after the date of the sale (see § 483.278).

(2) Notices of Sale should normally be filed by telegraph, although telephone may be used. Telephoned notices should be confirmed immediately by telegraph.

(3) In order for the exporter to be assured of the current rate of payment, the telegram reporting the sale must be filed or the telephone call made by 3:30 p.m., e.s.t. of the expiration date for such rate as shown in the rate announcement.

(4) The time of filing a Notice of Sale is considered to be as follows: (i) In the case of a postal notice, the time which appears on the postmark on the envelope, (ii) in the case of a telephone notice, the time transmission of the telephone message to CCC begins, (iii) in the case of a telegraphic notice, the time transmission of the message to the telegraph company begins. CCC will accept as evidence of the time of filing a telegraphic notice the time which appears on such notice. However, CCC will give consideration to any other corroborative evidence submitted by the exporter to support an earlier filing time.

If the time of filing the Notice of Sale cannot be established and two rates are in effect on the day of filing, the time of filing the Notice of Sale will be deemed to be at the time the lower of the two rates was in effect.

(b) *Information required.* In giving Notice of Sale the exporter must report the following information:

(1) Date of Sale.

(2) The Purchase Authorization Number, if PL-480 (83rd Congress) or the Procurement Authorization Number if Section 402 of the Mutual Security Act of 1954 (sales involving ICA funds).

(3) Contract quantity in net hundred-weight.

(4) The sale price need not be shown. However, in the case of sales to designated IWA countries and territories other than sales under PL-480 (83d Congress) and under section 402 of the Mutual Security Act of 1954 (sales involving ICA funds), the Notice of Sale should include an indication that the buyer and seller agree that the price is consistent with a price of wheat which may be entered against obligations under the Wheat Agreement. This agreement may be indicated by the code word "AKORD".

(5) Country of destination. In the case of sales to the Army and Air Force Exchange Service, the exporter shall give the complete markings specified on the purchase order.

(6) Name of purchaser. (Where the sale involves more than one purchaser the Notice of Sale shall contain the name of one purchaser and the word "others".)

(7) Delivery period specified in the contract.

(8) The word "Abroad" for flour exported prior to sale (see § 483.209(d)).

(9) Such additional information in individual cases as may be requested by the Director.

§ 483.226 Notice of Registration.

(a) Upon receipt of the Notice of Sale, a Contracting Officer of CCC will issue a Notice of Registration by telegram unless he determines that to do so would not be in the best interests of the program. A Notice of Registration is a condition precedent to the exporter receiving payment under this subpart. Accordingly, before concluding a transaction it may be to the exporter's advantage in instances involving sales of an unusual nature to ascertain from the office indicated in § 483.279, whether the sale may be registered, or to condition his sales contract upon his receiving a Notice of Registration under this subpart.

(b) In the telegram of registration, the Contracting Officer may utilize the code letters "REP" to indicate "Registered as Eligible for Payment."

(c) Each Notice of Registration will include a registration number which shall be shown on the Declaration of Sale (see § 483.227), the Notice of Export (see § 483.228), Application for Flour Export Payment Form CCC-413 (see § 483.245) and in all correspondence with reference to the transaction.

§ 483.227 Declaration of Sale and evidence of sale.

(a) *Time of submission and required copies.* (1) The exporter shall prepare a Declaration of Sale (CCC Form 362), and mail or deliver it normally within two days after receipt of Notice of Registration. (See § 483.226.)

(2) The Declaration of Sale must be submitted in an original and three copies all of which shall be signed in an original signature by the exporter or his authorized representative. One copy of the Declaration of Sale will be acknowledged and returned to the exporter.

(3) Only one Declaration of Sale should be submitted by the exporter for

each sale identified by a Registration Number assigned in the Notice of Registration (see § 483.326(c)), although this is not mandatory. If more than one Declaration of Sale is submitted, the letters A, B, C, etc., shall be added to Registration Numbers on the respective declarations.

(b) *Information required.* The information to be entered on the Declaration of Sale, is as follows:

(1) The Registration Number.

(2) The Purchase Authorization Number if a sale under Public Law 480 (83d Congress) or the Procurement Authorization Number if a sale under section 402 of the Mutual Security Act of 1954 (sales involving ICA funds).

(3) Date and time of sale and of filing Notice of Sale.

(4) Name of purchaser, or purchasers.

(5) Contract quantity in net hundred-weight.

(6) Country of destination. In the case of sales to the Army and Air Force Exchange Service, the exporter shall give the complete markings specified on the Service purchase order.

(7) Delivery period specified in the contract.

(8) Type and extraction of flour, the class of wheat from which the flour was milled and the approximate ash content must be shown. For example: "Hard Spring 48 Ash". For blended flours, the most predominant class of wheat contained in the blend should be shown. For example: "blended (predominantly) Hard Winter 70 Ash".

(9) Export payment rate per hundred-weight of flour in effect as determined by § 483.221.

(10) Coastal area from which it is anticipated exportation will be made.

(11) Where the exporter intends to ship, tranship, or cause flour to be transhipped to one or more of the countries or areas identified in § 483.287(b) (1) and (2), the license issued by the Bureau of Foreign Commerce, U.S. Department of Commerce for such movement shall be identified. With respect to any such movement to Hong Kong or Macao not requiring a specified license, the exporter shall state that a specific license is not required.

(12) Such additional information in individual cases as may be requested by the Director.

(c) *Name in which filed.* Except in the circumstances described in § 483.221(d), the Declaration of Sale must be filed in the name of the exporter who sold the flour to a foreign buyer. If the sale is made under a trade name, the Declaration of Sale may be filed under such name provided the name of the actual exporter and the relationship between the two is clearly established by an appropriate signature on the Declaration and all related documents, such as:

American Milling Company
(Trade Name)

U. S. Milling Company

[s] John Smith, Secretary

(d) *Evidence of sale.* Supporting evidence of sale, in one copy only, must be filed with each Declaration of Sale. Such evidence may be in the form of cer-

tified true copies of offer and acceptance or other documentary evidence of sale including contracts between exporter and buyer. In transactions involving a third principal party (see § 483.221(d)), the evidence required is certified true copies of all documents evidencing the sales which are exchanged between the exporter, the intermediate third party and the buyer shown in the Declaration of Sale, provided such evidence includes all information required under paragraph (b) of this section, and shall also include such additional documentation as requested by the Director. In the case of sales to designated IWA countries and territories other than sales under Public Law 480 (83d Congress) and section 402 of the Mutual Security Act of 1954 (sales involving ICA funds), the evidence should include acceptable evidence, such as an exchange of cables, to the effect that buyer and exporter agree that the price of the flour is consistent with a price of wheat which may be entered against obligations of the exporting or importing country under the Wheat Agreement. In the case of sales to the Army and Air Force Exchange Service, a certified copy of the Service purchase order shall be submitted as evidence of sale.

§ 483.228 Notice of export.

(a) *Time of submission and required copies.* A Notice of Export, CCC Form 363, is required in connection with each Declaration of Sale. Such Notice of Export should be mailed or delivered by the exporter normally within three days after date of export of the last shipment against the quantity shown as sold on the applicable Declaration of Sale.

(b) *Information required.* The Notice of Export shall contain the following information:

(1) Registration Number.

(2) Date of export of final shipment.

(3) Country of destination.

(4) Total quantity in net hundred-weight actually loaded on all shipments made in connection with applicable Declaration of Sale.

(5) The U.S. coastal area or areas from which the flour was exported. If more than one coastal area is involved, the quantity exported from each should be shown.

OBLIGATION AND DEFAULT

§ 483.240 Exporter's agreement with CCC.

The Notice of Sale by the exporter and the Notice of Registration shall constitute an agreement by the exporter to export the quantity of flour to which such notices relate in accordance with the provisions of this subpart, in consideration of the undertaking of CCC to make an export payment, subject to the terms and conditions of this subpart.

§ 483.241 Cancellation of sale or failure to export.

(a) The exporter shall notify the Director promptly in every case where he is not able to fulfill his obligation under § 483.240 of this subpart because of (1) cancellation of a sale, (2) failure to export, (3) the reentry into Canada or the United States, Alaska, Hawaii or Puerto

Rico of flour previously exported, or (4) failure to discharge fully any other obligation assumed by him under the program, and must state the reasons therefor.

(b) If the Vice President, after affording an exporter the opportunity to present evidence, determines that the exporter has cancelled the sale, or failed to export, or failed to discharge fully any other obligation assumed by him under the program, the exporter shall pay on demand any damages resulting from his failure to discharge his obligation to CCC, and the exporter may be denied the right to continue participating in this program or in any other program of CCC for such period as the Vice President may determine and until the exporter has complied with such other terms and conditions as the Vice President may prescribe, unless the exporter establishes to the satisfaction of the Vice President that his failure to discharge his obligations under the program was not due to his fault or negligence.

(c) If any quantity of flour exported pursuant to the exporter's contract with CCC is reentered into Canada or the United States, Alaska, Hawaii, or Puerto Rico, whether or not such reentry is caused by the exporter, or if any flour is transhipped or caused to be transhipped by the exporter to any country that is not a designated country, the exporter shall be in default, shall refund any payment received, and shall comply with the requirements of paragraph (b) of this section, unless he establishes to the satisfaction of CCC with respect to any reentry that (1) the reentry was not due to his fault or negligence and promptly after he received notice of reentry he exported to any designated country the flour required to be exported under his contract with CCC, or (2) the flour reentered was lost, damaged or destroyed and the physical condition is such that its reentry into the United States will not impair CCC's price support program.

APPLICATION FOR PAYMENT

§ 483.245 Application for Flour Export Payment, Form CCC-413.

An original and two (2) copies of Application for Flour Export Payment, Form CCC-413, must be prepared and submitted together with the evidence of exportation as set forth in Sec. 483.246, to the CSS Commodity Office shown on the acknowledged copy of the Declaration of Sale which is returned to the exporter. Supplies of Form CCC-413 and detailed instructions regarding the preparation and submission of the form may be obtained from the CSS Commodity Offices listed in § 483.280.

§ 483.246 Documents required as evidence of export.

(a) Each Application for Flour Export Payment, Form CCC-413, must be supported by the following evidence of export, as applicable:

(1) If export is by water or air, a non-negotiable duplicate copy of the applicable on-board commercial bill of lading signed by an agent of the export carrier which shows the weight of the flour exported, the number of containers,

the weight of the containers (or a certification from the exporter as to the weight of the containers), the identification of the export carrier, and that the flour is destined for the buyer and the country of destination identified on the Declaration of Sale, or to a different consignee or country determined pursuant to § 483.206. Where loss, damage or destruction of the flour occurs subsequent to loading aboard the export carrier, but prior to issuance of the on-board commercial bill of lading, a copy of the loading tally sheet or acceptable similar document may be substituted for the bill of lading. If the country of destination shown on the ocean bill of lading differs from that shown on the Declaration of Sale or the country of destination approved by the Director pursuant to § 483.206, the exporter shall also furnish one copy of the Shipper's Export Declaration, authenticated by the appropriate United States Custom official, showing that the country of destination is, in fact, the country to which the wheat is required to be exported.

(2) If export is by rail or truck, a Shipper's Export Declaration, authenticated by a representative of the Bureau of Customs at the port of export which identifies the shipment(s), the date of clearance into the foreign country, the weight of the flour and shows that the flour is destined for the buyer identified in the Declaration of Sale. If the weight of the flour shown on the Shipper's Export Declaration includes the weight of the containers, the exporter must submit a certification of the weight of the containers.

(3) If the shipper or consignor named in the on-board commercial bill(s) of lading or the Shipper's Export Declaration(s), is other than the exporter named in the Declaration of Sale, waiver by such shipper or consignor of any interest in the claim in favor of such exporter is required. Such waiver must clearly identify the on-board commercial bill(s) of lading or Shipper's Export Declaration(s) submitted to evidence export.

(4) A certification by the exporter that the flour for which export payment is claimed is the same flour which is described in the Declaration of Sale and which is covered by the evidence of export referred to in subparagraphs (1) or (2) of this paragraph, and a certification of the weight of any enrichments or other additives to the flour in excess of one-half of one percent of the combined net weight of the flour and additives.

(5) Where shipment takes place from a Canadian port:

(i) One signed or certified true copy of the bill of lading or other document covering the movement of the flour from the United States to the export vessel described in the on-board ship bill of lading issued at the point by export in Canada, and

(ii) One signed or certified true copy of a document evidencing the preservation of the identity of the flour until exported from Canada.

(iii) A certification by the exporter that the flour was milled in the United States or Puerto Rico from wheat produced in the United States.

(6) Where exportation of the flour has been made by anyone or transshipment made or caused by the exporter to one or more of the countries or areas identified in § 483.287(b), (1) and (2), the license issued by the Bureau of Foreign Commerce, U.S. Department of Commerce for such movement shall be identified in the on-board commercial bill of lading. With respect to any such movement to Hong Kong or Macao not requiring a specified license, the exporter shall state that a specific license is not required.

(7) In the case of sales to the Army and Air Force Exchange Service each Form CCC-413 must be supported by:

(i) A certified copy of the inland bill of lading showing delivery of the flour to the Service,

(ii) A certificate of exportation obtained from the Army and Air Force Exchange Service and signed by the Chief or Assistant Chief, Transportation Division, AAFES,

(iii) A statement by the exporter, certified as being a true and correct statement, that the flour for which export payment is claimed is the same flour as described in the Declaration of Sale and covered by the bill of lading. If the shipper or consignor named in the inland bill of lading is other than the exporter named in the Declaration of Sale, waiver by such shipper or consignor of any interest in the claim in favor of such exporter is required. Such waiver must clearly identify the bill of lading and other evidence of exportation.

(8) In the case of sales to the Army and Air Force Exchange Service or the Panama Canal Company, each Form CCC-413 must be supported by a certified statement, made by an authorized official or employee of such Service or Company, that such Service or Company has received in its purchase price paid or to be paid for the flour exported, the benefit of the export allowance under this program.

(9) If the export shipment is made by vessel, plane, truck or other carrier, operated by a United States Government agency, then in lieu of the bill of lading or Shipper's Export Declaration provided for in subparagraphs (1) and (2) of this paragraph (a), the exporter may submit a certificate issued by an authorized official or employee of such agency showing the date of shipment(s), type of carrier used, identification of the commodity, the weight of the flour, the weight of the containers and the number of containers, the export destination, a certification by the exporter that shipment is not by or to a U.S. Government agency (unless it is the A & AF Exchange Service or the Panama Canal Company), and such other information required in subparagraph (1) of this paragraph as may be applicable hereto.

(b) In case a single bill of lading or other documentary evidence of export covers more than the net quantity of flour which is applied against the exporter's contract with CCC, and such documentary evidence of export is to be used as evidence of export of such excess quantity in connection with a different

contract with CCC under this program or under any other export program of CCC pursuant to which CCC has paid or agreed to pay an export allowance, each copy of such documentary evidence of export submitted pursuant to paragraph (a) of this section shall be accompanied by a statement certified by the exporter identifying all contracts with CCC to which the documentary evidence of export has been or will be applied and the quantity applicable to each contract.

(c) The Authorization Number shall be shown on any bill of lading or other documentary evidence of export which covers exportation of flour under PL-480, 83d Congress or section 402 of the Mutual Security Act of 1954 (sales involving ICA funds).

(d) Where for good cause, the exporter establishes that he is unable to supply documentary evidence of export as specified in the above provisions of this section, CCC may accept such other evidence of export as will establish to the satisfaction of the Vice President that the exporter has fully complied with his obligation to export.

(e) The exporter shall furnish such additional evidence of export as the Director may require in order to determine that there has been compliance with the export requirements hereof.

MISCELLANEOUS PROVISIONS

§ 483.275 Good faith.

If the Vice President after affording the exporter an opportunity to present evidence determines that such exporter has not acted in good faith in connection with any transaction under this subpart such exporter may be denied (a) the right to continue participation in this or in any other program of CCC or (b) the right to receive payment under this subpart in connection with any sales previously made under this program, or both. Any such action shall not affect any other right of the Department of Agriculture or the Government by way of the premises.

§ 483.276 Assignments.

No exporter shall, without the written consent of the Director, assign any right to an export payment under this subpart. The exporter may, however, name a joint payee on Form CCC-413, Application For Flour Export Payment.

§ 483.277 Records and accounts.

Each exporter shall maintain accurate records showing sales and deliveries of flour exported or to be exported in connection with this program. Such records, accounts and other documents relating to any transaction in connection with this program shall be available during regular business hours for inspection and audit by authorized employees of the United States Department of Agriculture, and shall be preserved for two years after date of export.

§ 483.278 Submission of reports.

The Notice of Sale, Declaration of Sale, Notice of Export, and related reports required under this subpart to be

submitted to the Director should be addressed as follows:

Chief, Commercial Export Branch, Grain Division, Commodity Stabilization Service, U.S. Department of Agriculture, Washington 25, D.C.

Delivery to the above office of telegraphic Notices of Sale will be expedited if addressed as follows:

Com Ex Branch, USDA (AG), Washington, D.C.

Exporters calling this office by long distance telephone may do so by direct dialing. The long distance area number for Washington, D.C., is 202. The telephone numbers of this office are DUDley 8-3261, -3262, -3927 and -3928. For example, exporters may dial 202 DU 8-3261.

§ 483.279 Additional reports.

The exporter shall file such additional reports as may be required from time to time by the Director, subject to the approval of the Bureau of the Budget.

§ 483.280 CSS Commodity Offices.

The CSS Commodity Offices from which information governing this program is obtainable, are as follows:

Director, Commodity Stabilization Service Office, U.S. Department of Agriculture, 2201 Howard Street, Evanston, Illinois.

Director, Commodity Stabilization Service Office, U.S. Department of Agriculture, 500 South Ervay Street, Dallas 1, Texas.

Director, Commodity Stabilization Service Office, U.S. Department of Agriculture, 560 Westport Road, Kansas City 41, Missouri.

Director, Commodity Stabilization Service Office, U.S. Department of Agriculture, 6400 France Avenue South, Minneapolis 10, Minnesota.

Director, Commodity Stabilization Service Office, U.S. Department of Agriculture, 1218 Southwest Washington Street, Portland 5, Oregon.

§ 483.281 Officials not to benefit.

No member or delegate to Congress, or resident commissioner, shall be admitted to any benefit that may arise from any provisions of this program, but this provision shall not be construed to extend to a payment made to a corporation for its general benefit.

§ 483.282 Amendment and termination.

This offer may be amended or terminated by filing of such amendment or termination with the FEDERAL REGISTER for publication. Any such amendment or termination shall not be applicable to contracts with CCC which are made before the effective time and date of such amendment or termination.

§ 483.283 Joint Payee.

The exporter may name a joint payee on an Application for Flour Export Payment covering the exportation of flour.

§ 483.284 Written approvals by the Director.

Where the program specifies certain requirements unless otherwise approved in writing by the Director, and the exporter wishes to obtain such an approval, an application therefor should be filed in writing with the Director in advance

of the last day for performance of the requirement in order for the exporter to assure himself whether the Director will approve the request. Approval may also be granted by the Director after the time specified for performance of the requirement where the exporter has established good cause therefor.

DEFINITIONS

§ 483.286 Day.

"Day" means calendar day.

§ 483.287 Designated countries.

A "designated country" means:

(a) A country or territory designated as IWA in an announcement of export payment rates (See § 483.220), or

(b) Any other destination outside the United States and excluding Alaska, Hawaii or Puerto Rico, and also excluding:

(1) Any country or area listed as Sub-Group A of Group R of the Comprehensive Export Schedule issued by the Bureau of Foreign Commerce, U.S. Department of Commerce, unless a license for such shipment or transshipment thereto has been obtained from such Bureau;

(2) Hong Kong or Macao in the case of any commodity for which a specific license is required by regulations of the U.S. Department of Commerce under the Export Control Act of 1949, unless such specific license for shipment or transshipment thereto has been obtained from the Bureau of Foreign Commerce, U.S. Department of Commerce.

§ 483.288 Director.

"Director" means the Director of the Grain Division, Commodity Stabilization Service, Washington, D.C.

§ 483.289 Export and exportation.

"Export" and "exportation" mean, except as hereinafter provided, a shipment of flour from the United States or from Puerto Rico, destined to a designated country or a shipment from Canada destined to a designated country of flour which has been moved from the United States into Canada, provided the identity of the flour is preserved until shipped from Canada. The flour so shipped shall be deemed to have been exported on the date which appears on the applicable on-board export bill of lading, or if shipment to the designated country is by truck or rail, on the date the shipment clears the United States Customs. If the flour is lost, destroyed or damaged after loading on board an export vessel, exportation shall be deemed to have been made as of the date of the on-board vessel bill of lading or the latest date appearing on the loading tally sheet or similar documents if the loss, destruction or damage occurs subsequent to loading aboard vessel but prior to issuance of the on-board bill of lading: *Provided*, That if the "lost" or "damaged" flour remains in the United States or Puerto Rico, as applicable, it shall be considered as re-entered flour and shall be subject to the provisions of § 483.241(c). Exportation by or to a United States Government agency shall not qualify as an exportation under the provisions of this an-

nouncement unless exportation is by or to the Army and Air Force Exchange Service or the Panama Canal Company.

NOTE TO EXPORTER: Since the export payment on any given quantity of flour is conditioned upon the exportation thereof to a designated country, exporters may find it desirable to carry insurance on the full domestic value of flour against any loss which may occur prior to the flour leaving this country by rail or truck or prior to loading on the export vessel.

§ 483.290 Exporter.

"Exporter" means an individual, corporation, partnership, association or other business entity, which is regularly engaged in the business of buying and selling flour for export and for this purpose maintains a bona fide business office in the United States or Puerto Rico and therein has a person, principal, or resident agent upon whom service of process may be had. The term "exporter" shall be deemed to include a commercial firm selling flour to the Army and Air Force Exchange Service and the Panama Canal Company for export regardless of whether exportation is actually made by the commercial firm or by the Exchange Service or the Panama Canal Company.

§ 483.291 Flour.

"Flour" means wheat flour processed in the United States or Puerto Rico from wheat as defined in the Official Grain Standards of the United States and grown in the United States, and shall include whole wheat flour, durum flour, malted wheat flour, self-rising flour, semolina, Farina and bulgur, but shall not include wheat products produced during a continuing process of manufacturing processed wheat products other than flour; nor flour mixes unless composed entirely of wheat flour, except for additives. The flour shall be such as not to be in conflict with the laws of the country to which it is intended for export. As used herein, the word bulgur means the food product prepared from wheat by scouring, tempering, cooking (steaming under pressure), drying, removing the bran coat and grinding into granular form and screening to various size granules. The quantity of flour exported which is eligible for export payment shall be determined by deducting from the net weight of the shipment, the weight of any enrichment, or other additive (including Creta Praeperata), in excess of one-half of one percent of the combined net weight of the flour and additive. (See § 483.222 with regard to eligibility of particular types of flour for particular rates of payment.)

§ 483.292 International Wheat Agreement.

"International Wheat Agreement" or "IWA" means the 1959 International Wheat Agreement ratified by the United States on July 16, 1959, or subsequent Agreements duly ratified by the United States.

§ 483.293 Ocean Carrier.

"Ocean Carrier" means the vessel on which shipment from the United States, or Puerto Rico, or Canada, other than shipments between such countries, is ex-

ported pursuant to a sale registered under this program.

§ 483.294 United States.

"United States", unless otherwise qualified, means all of those states situated on the North American continent excluding Alaska.

§ 483.295 United States Government Agency.

"United States Government Agency" means any corporation, wholly owned by the Federal Government and any department, bureau, administration or other unit of the Federal Government as, for example, the Departments of the Army, Navy and Air Force, and the International Cooperation Administration. Sales of flour to foreign buyers, including foreign governments though financed with funds made available by a U.S. agency, such as the International Cooperation Administration or the Export-Import Bank, are not sales to a U.S. Government agency, provided such flour is not for transfer by the foreign buyer to a U.S. Government agency.

§ 483.296 Vice President.

"Vice President" means the Executive Vice President of the Commodity Credit Corporation or his designee.

§ 483.297 Wheat Council.

"Wheat Council" means the International Wheat Council established by the International Wheat Agreement.

§ 483.298 3:31 e.s.t.

"3:31 e.s.t." as used in this subpart means 3:31 eastern standard time, except that when Washington, D.C., is on daylight saving time 3:31 e.s.t. means 3:31 eastern daylight saving time (2:31 eastern standard time).

NOTE: The record keeping and reporting requirements contained herein have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Issued at Washington, D.C., this 20th day of June 1960.

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

APPENDIX

NOTICE TO EXPORTERS

(Revision of October 21, 1958)

The Department of Commerce, Bureau of Foreign Commerce (BFC), pursuant to regulations under the Export Control Act of 1949, prohibits the exportation or re-exportation by anyone of any commodities under this program to the Soviet Bloc, or communist-controlled areas of the Far East including Communist China, North Korea and the communist-controlled areas of Vietnam, except under validated license issued by the U.S. Department of Commerce, Bureau of Foreign Commerce. A validated license is also required for shipment to Hong Kong or Macao unless the commodity is included on the general license GHK list.

These regulations generally require that exporters in or in connection with their contracts with foreign purchasers, where the contract involves \$10,000 or more and exportation is to be made to a Group R country, obtain from the foreign purchaser a written acknowledgment of his understanding of

(1) U.S. Commerce Department prohibitions (Comprehensive Export Schedule, 15 CFR 371.4 and 371.8) against sales or resale for re-export of said commodities, or any part thereof, without express Commerce Department authorization, to the Soviet Bloc, Communist China, North Korea or the communist-controlled area of Vietnam or to Hong Kong or Macao unless the commodity is on the General License GHK list (CES, 15 CFR 371.23), and (2) the sanction of denial of future U.S. export privileges that may be imposed for violation of the Commerce Department regulations. Exporters who have a continuing and regular relationship with a foreign purchaser may obtain a blanket acknowledgment from such purchaser covering all transactions involving surplus agricultural commodities and manufactures thereof purchased from CCC or subsidized for export by the Secretary of Agriculture or CCC. Where commodities are to be exported by a party other than the original purchaser of the commodities from the CCC the original purchaser should inform the exporter in writing of the requirement for obtaining the signed acknowledgment from the foreign purchaser.

For all exportations, one of the destination control statements specified in BFC Regulation (Comprehensive Export Schedule, 15 CFR 379.10(c)) is required to be placed on all copies of the shipper's export declaration, all copies of the bill of lading, and all copies of the commercial invoices. For additional information as to which destination control statement to use, the exporter should communicate with the Bureau of Foreign Commerce or one of the field offices of the Department of Commerce.

[F.R. Doc. 60-5824; Filed, June 23, 1960; 8:50 a.m.]

Title 7—AGRICULTURE

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

[Plum Order 8]

PART 936—FRESH BARTLETT PEARS, PLUMS, AND ELBERTA PEACHES GROWN IN CALIFORNIA

Regulation by Size

§ 936.644 Plum Order 8.

(a) *Findings.* (1) Pursuant to the marketing agreement, as amended, and Order No. 36, as amended (7 CFR Part 936), regulating the handling of fresh Bartlett pears, plums, and Elberta peaches grown in the State of California, effective under the applicable provisions of the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601-674), and upon the basis of the recommendations of the Plum Commodity Committee, established under the aforesaid amended marketing agreement and order, and upon other available information, it is hereby found that the limitation of shipments of plums of the varieties hereinafter set forth, and in the manner herein provided, will tend to effectuate the declared policy of the act.

(2) It is hereby further 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 section until 30 days after publication thereof in the FEDERAL

REGISTER (5 U.S.C. 1001-1011) in that, as hereinafter set forth, the time intervening between the date when information upon which this section is based became available and the time when this section must become effective in order to effectuate the declared policy of the act is insufficient; a reasonable time is permitted, under the circumstances, for preparation for such effective time; and good cause exists for making the provisions hereof effective not later than the date hereinafter specified. A reasonable determination as to the supply of, and the demand for, such plums must await the development of the crop thereof, and adequate information thereon was not available to the Plum Commodity Committee until the date hereinafter set forth on which an open meeting was held, after giving due notice thereof, to consider the need for, and the extent of, regulation of shipments of such plums. Interested persons were afforded an opportunity to submit information and views at this meeting; the recommendation and supporting information for regulation during the period specified herein were promptly submitted to the Department after such meeting was held; shipments of the current crop of such plums are expected to begin on or about the effective date hereof; this section should be applicable to all such shipments in order to effectuate the declared policy of the act; the provisions of this section are identical with the aforesaid recommendation of the committee; and information concerning such provisions and effective time has been disseminated among handlers of such plums and compliance with the provisions of this section will not require of handlers any preparation therefor which cannot be completed by the effective time hereof. Such committee meeting was held on June 20, 1960.

(b) *Order.* (1) During the period beginning at 12:01 a.m., P.s.t., June 25, 1960, and ending at 12:01 a.m., P.s.t., November 1, 1960, no shipper shall ship any package or container of Duarte or Becky Smith plums, unless:

(i) Such plums are of a size that, when packed in a standard basket, they will pack at least a 4 x 5 standard pack and will have a net weight of not less than twenty-eight (28) pounds: *Provided*, That, not to exceed ten (10) percent, by count, of the packages or containers in any lot may fail to meet such net weight requirement; and

(ii) The diameters of the smallest and largest plums in such package or container do not vary more than one-fourth ($\frac{1}{4}$) inch: *Provided*, That, a total of not more than five (5) percent, by count, of the plums in the package or container may fail to meet this requirement.

(2) When used in this section, "standard pack" shall have the same meaning as set forth in the revised United States Standards for Plums and Prunes (Fresh) (§§ 51.1520 to 51.1537 of this title); "standard basket" shall mean the standard basket set forth in paragraph 1 of section 828.1 of the Agricultural Code of California; "diameter" shall mean the distance through the widest portion of the cross section of a plum at right angles to a line running from the stem

to the blossom end; and, except as otherwise specified, all other terms shall have the same meaning as when used in the amended marketing agreement and order.

(3) Section 936.143 sets forth the requirements with respect to the inspection and certification of shipments of fruit covered by this section. Such section also prescribes the conditions which must be met if any shipment is to be made without prior inspection and certification. Notwithstanding that shipments may be made without inspection and certification, each shipper shall comply with all grade and size regulations applicable to the respective shipment.

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

Dated: June 22, 1960.

FLOYD F. HEDLUND,
Deputy Director, Fruit and Vegetable Division, Agricultural Marketing Service.

[F.R. Doc. 60-5868; Filed, June 23, 1960; 9:07 a.m.]

[Plum Order 9]

PART 936—FRESH BARTLETT PEARS, PLUMS, AND ELBERTA PEACHES GROWN IN CALIFORNIA

Regulation by Size

§ 936.645 Plum Order 9.

(a) *Findings.* (1) Pursuant to the marketing agreement, as amended, and Order No. 36, as amended (7 CFR Part 936), regulating the handling of fresh Bartlett pears, plums, and Elberta peaches grown in the State of California, effective under the applicable provisions of the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601-674), and upon the basis of the recommendations of the Plum Commodity Committee, established under the aforesaid amended marketing agreement and order, and upon other available information, it is hereby found that the limitation of shipments of plums of the varieties hereinafter set forth, and in the manner herein provided, will tend to effectuate the declared policy of the act.

(2) It is hereby further 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 section until 30 days after publication thereof in the FEDERAL REGISTER (5 U.S.C. 1001-1011) in that, as hereinafter set forth, the time intervening between the date when information upon which this section is based became available and the time when this section must become effective in order to effectuate the declared policy of the act is insufficient; a reasonable time is permitted, under the circumstances, for preparation for such effective time; and good cause exists for making the provisions hereof effective not later than the date hereinafter specified. A reasonable determination as to the supply of, and the demand for, such plums must await the development of the crop thereof, and adequate information

thereon was not available to the Plum Commodity Committee until the date hereinafter set forth on which an open meeting was held, after giving due notice thereof, to consider the need for, and the extent of, regulation of shipments of such plums. Interested persons were afforded an opportunity to submit information and views at this meeting; the recommendation and supporting information for regulation during the period specified herein were promptly submitted to the Department after such meeting was held; shipments of the current crop of such plums are expected to begin on or about the effective date hereof; this section should be applicable to all such shipments in order to effectuate the declared policy of the act; the provisions of this section are identical with the aforesaid recommendation of the committee; and information concerning such provisions and effective time has been disseminated among handlers of such plums and compliance with the provisions of this section will not require of handlers any preparation therefor which cannot be completed by the effective time hereof. Such committee meeting was held on June 20, 1960.

(b) *Order.* (1) During the period beginning at 12:01 a.m., P.s.t., June 25, 1960, and ending at 12:01 a.m., P.s.t., November 1, 1960, no shipper shall ship any package or container of Burbank or Gaviota plums, unless:

(i) Such plums are of a size that, when packed in a standard basket, they will pack at least a 4 x 5 standard pack and will have a net weight of not less than twenty-six (26) pounds: *Provided*, That, not to exceed ten (10) percent, by count, of the packages or containers in any lot may fail to meet such net weight requirement; and

(ii) The diameters of the smallest and largest plums in such package or container do not vary more than one-fourth ($\frac{1}{4}$) inch: *Provided*, That, a total of not more than five (5) percent, by count, of the plums in the package or container may fail to meet this requirement.

(2) When used in this section, "standard pack" shall have the same meaning as set forth in the revised United States Standards for Plums and Prunes (Fresh) (§§ 51.1520 to 51.1537 of this title); "standard basket" shall mean the standard basket set forth in paragraph 1 of section 828.1 of the Agricultural Code of California; "diameter" shall mean the distance through the widest portion of the cross section of a plum at right angles to a line running from the stem to the blossom end; and, except as otherwise specified, all other terms shall have the same meaning as when used in the amended marketing agreement and order.

(3) Section 936.143 sets forth the requirements with respect to the inspection and certification of shipments of fruit covered by this section. Such section also prescribes the conditions which must be met if any shipment is to be made without prior inspection and certification. Notwithstanding that shipments may be made without inspection and certification, each shipper shall comply with all grade and size regula-

tions applicable to the respective shipment.

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

Dated: June 22, 1960.

FLOYD F. HEDLUND,
Deputy Director, Fruit and Vegetable Division, Agricultural Marketing Service.

[F.R. Doc. 60-5869; Filed, June 23, 1960; 9:07 a.m.]

[Plum Order 10]

PART 936—FRESH BARTLETT PEARS, PLUMS, AND ELBERTA PEACHES GROWN IN CALIFORNIA

Regulation by Grade and Sizes

§ 936.646 Plum Order 10.

(a) *Findings.* (1) Pursuant to the marketing agreement, as amended, and Order No. 36, as amended (7 CFR Part 936), regulating the handling of fresh Bartlett pears, plums, and Elberta peaches grown in the State of California, effective under the applicable provisions of the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 601-674), and upon the basis of the recommendations of the Plum Commodity Committee, established under the aforesaid amended marketing agreement and order, and upon other available information, it is hereby found that the limitation of shipments of plums of the variety hereinafter set forth, and in the manner herein provided, will tend to effectuate the declared policy of the act.

(2) It is hereby further 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 section until 30 days after publication thereof in the FEDERAL REGISTER (5 U.S.C. 1001-1011) in that, as hereinafter set forth, the time intervening between the date when information upon which this section is based became available and the time when this section must become effective in order to effectuate the declared policy of the act is insufficient; a reasonable time is permitted, under the circumstances, for preparation for such effective time; and good cause exists for making the provisions hereof effective not later than the date hereinafter specified. A reasonable determination as to the supply of, and the demand for, such plums must await the development of the crop thereof, and adequate information thereon was not available to the Plum Commodity Committee until the date hereinafter set forth on which an open meeting was held, after giving due notice thereof, to consider the need for, and the extent of, regulation of shipments of such plums. Interested persons were afforded an opportunity to submit information and views at this meeting; the recommendation and supporting information for regulation during the period specified herein were promptly submitted to the Department after such meeting was held;

shipments of the current crop of such plums are expected to begin on or about the effective date hereof; this section should be applicable to all such shipments in order to effectuate the declared policy of the act; the provisions of this section are identical with the aforesaid recommendation of the committee; and information concerning such provisions and effective time has been disseminated among handlers of such plums and compliance with the provisions of this section will not require of handlers any preparation therefor which cannot be completed by the effective time hereof. Such committee meeting was held on June 20, 1960.

(b) *Order.* (1) During the period beginning at 12:01 a.m., P.s.t., June 25, 1960, and ending at 12:01 a.m., P.s.t., November 1, 1960, no shipper shall ship any package or container of Mariposa plums except in accordance with the following terms and conditions:

(i) Such plums grade at least U.S. No. 1, as required by the provisions of § 936.636 (Plum Order 1; 25 F.R. 4539) except that a total tolerance of ten (10) percent for defects not considered serious damage is permitted in addition to the tolerances permitted for such grade;

(ii) If the plums are packed in a standard basket, they are of a size not smaller than a size that will pack a 3 x 4 x 5 standard pack;

(iii) If the plums are packed in any container other than a standard basket, seventy-five (75) percent, by count, of the plums measure not less than one and fourteen-sixteenth ($1\frac{14}{16}$) inches in diameter: *Provided*, That, individual containers in any lot may contain not more than thirty-seven and one-half ($37\frac{1}{2}$) percent, by count, of plums which measure less than one and fourteen-sixteenth ($1\frac{14}{16}$) inches in diameter, if the average percentage of such smaller sized plums in all containers in such lot does not exceed twenty-five (25) percent: *And provided further*, That, if the plums are packed in a special plum box and are of a size not smaller than a size that will pack a 6½-row standard pack, they shall be deemed to meet the minimum size requirements of this subparagraph; and

(iv) The diameters of the smallest and largest plums in the package or container do not vary more than one-fourth ($\frac{1}{4}$) inch: *Provided*, That, a total of not more than five (5) percent, by count, of the plums in the package or container may fail to meet this requirement.

(2) When used in this section, "U.S. No. 1," "fairly uniform in size," "serious damage," and "standard pack" shall have the same meaning as set forth in the revised United States Standards for Plums and Prunes (Fresh) (§§ 51.1520 to 51.1537 of this title); "standard basket" shall mean the standard basket set forth in paragraph 1 of section 828.1 of the Agricultural Code of California; "special plum box" shall mean the special plum box set forth in section 828.15 of the Agricultural Code of California; "6½-row standard pack" shall mean that the top layer of the pack contains 42 plums which are fairly uniform in size and the

plums in the top layer are not superior in size to those in the remainder of the pack; "diameter" shall mean the distance through the widest portion of the cross section of a plum at right angles to a line running from the stem to the blossom end; and, except as otherwise specified, all other terms shall have the same meaning as when used in the amended marketing agreement and order.

(3) Section 936.143 sets forth the requirements with respect to the inspection and certification of shipments of fruit covered by this section. Such section also prescribes the conditions which must be met if any shipment is to be made without prior inspection and certification. Notwithstanding that shipments may be made without inspection and certification, each shipper shall comply with all grade and size regulations applicable to the respective shipment.

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

Dated: June 22, 1960.

FLOYD F. HEDLUND,
Deputy Director, Fruit and Vegetable Division, Agricultural Marketing Service.

[F.R. Doc. 60-5870; Filed, June 23, 1960; 9:07 a.m.]

[Milk Order 43]

PART 943—MILK IN NORTH TEXAS MARKETING AREA

Order Amending Order

§ 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 whole-some 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.

(b) *Additional findings.* It is necessary in the public interest to make this order amending the order effective not later than July 1, 1960. Any delay beyond that date would tend to disrupt the orderly marketing of milk in the marketing area.

The provisions of the said order are known to handlers. The recommended decision of the Deputy Administrator of the Agricultural Marketing Service was issued March 25, 1960 and the decision of the Assistant Secretary containing all amendment provisions of this order, was issued May 27, 1960. The changes effected by this order will not require extensive preparation or substantial alteration of operation for handlers. In view of the foregoing, it is hereby found and determined that good cause exists for making this order amending the order effective July 1, 1960, and that it would be contrary to the public interest to delay the effective date of this amendment for 30 days after its publication in the FEDERAL REGISTER. (See section 4 (c), Administrative Procedure Act, 5 U.S.C. 1001 et seq.)

(c) *Determinations.* It is hereby determined that:

(1) The refusal or failure of handlers (excluding cooperative associations specified in section 8c(9) of the Act) of more than 50 percent of the milk, which is marketed within the marketing area, to sign a proposed marketing agreement, tends to prevent the effectuation of the declared policy of the Act;

(2) The issuance of this order, amending the order, is the only practical means pursuant to the declared policy of the Act of advancing the interests of producers as defined in the order as hereby amended; and

(3) The issuance of the order amending the order is approved or favored by at least two-thirds of the producers who during the determined representative period were engaged in the production of milk for sale in the marketing area.

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:

§ 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.

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

Issued at Washington, D.C., this 21st day of June 1960, to be effective on and after the 1st day of July 1960.

CLARENCE L. MILLER,
Assistant Secretary.

[F.R. Doc. 60-5822; Filed, June 23, 1960; 8:49 a.m.]

Title 13—BUSINESS CREDIT AND ASSISTANCE

Chapter I—Small Business Administration

[Amdt. 5]

PART 107—SMALL BUSINESS INVESTMENT COMPANIES

Insurance

There was published in the FEDERAL REGISTER on April 23, 1960 (25 F.R. 3556), a proposal to amend § 107.308-8, relating to insurance.

Interested persons were given an opportunity to present their comments or suggestions pertaining thereto, to the Small Business Investment Division, Small Business Administration, Washington 25, D.C., within 30 days of the date of publication of the notice in the FEDERAL REGISTER. After consideration of all such relevant matter as was presented by the interested persons regarding the proposed amendment, the amendment of regulations as so proposed, with changes resulting from such consideration, is hereby adopted as set forth below.

The Small Business Investment Companies Regulation (23 F.R. 9383), as amended (25 F.R. 1397, 2354, 3316), is hereby further amended by:

Deleting § 107.308-8 and substituting in lieu thereof the following new § 107.308-8:

§ 107.308-8 Insurance.

(a) A Licensee shall maintain fidelity or such other types of bonds or insurance as shall be required by SBA.

(b) Each Licensee shall provide and maintain a fidelity bond in form acceptable to SBA covering each officer or employee who has control over or access to cash, securities, or other property of the Licensee. Such bond shall cover all such persons and shall be approved by the board of directors of the Licensee for the protection of the Licensee. Brokers Blanket Bond, Standard Form No. 14, or other bond containing equivalent surety provisions, will be acceptable to SBA. Each such bond must be executed by a surety holding a certificate of authority from the Secretary of the Treasury under the act of Congress approved July 30, 1947 (6 U.S.C., secs. 6-13) as an acceptable surety on Federal bonds in the State or jurisdiction concerned. In lieu of the foregoing, a Licensee which submits evidence satisfactory to SBA that it has suitable fidelity bond coverage in form and substance acceptable to SBA in an amount at least equal to the minimum coverage required for such company in the table set forth below may be considered as having met the requirements of this section upon written approval by SBA. The minimum amount of fidelity bond for each Licensee acceptable to SBA shall be based upon the total amount of the assets of the Licensee plus the unpaid balance of loans and invest-

ments which the Licensee has contracted to service for others, as follows:

Assets	Minimum coverage
Up to \$300,000	\$20,000
\$300,001 to \$400,000	25,000
\$400,001 to \$500,000	30,000
\$500,001 to \$750,000	40,000
\$750,001 to \$1,000,000	50,000
\$1,000,001 to \$2,000,000	75,000
\$2,000,001 to \$3,000,000	100,000
\$3,000,001 to \$4,000,000	125,000
\$4,000,001 to \$5,000,000	150,000
\$5,000,001 to \$7,500,000	175,000
\$7,500,001 to \$10,000,000	200,000
\$10,000,000 and over	(¹)

¹\$225,000 plus \$10,000 for each \$1,000,000 or fraction thereof over \$15,000,000, except that no Licensee shall be required to provide and maintain a fidelity bond in an amount greater than \$1,000,000.

This amendment shall become effective 30 days after publication in the FEDERAL REGISTER.

Dated: June 20, 1960.

PHILIP McCALLUM,
Administrator.

[F.R. Doc. 60-5812; Filed, June 23, 1960; 8:48 a.m.]

Title 14—AERONAUTICS AND SPACE

Chapter III—Federal Aviation Agency

SUBCHAPTER C—AIRCRAFT REGULATIONS

[Reg. Docket No. 362; Amdt. 171]

PART 507—AIRWORTHINESS DIRECTIVES

Sikorsky S-51 and S-55 Helicopters

A proposal to amend Part 507 of the regulations of the Administrator to include an airworthiness directive requiring removal of hollow shank rod end bearings in the rotor control arm of Sikorsky S-51 and S-55 helicopters, and replacement with solid shank units was published in 25 F.R. 3858.

Interested persons have been afforded an opportunity to participate in the making of the amendment. No objections were received.

In consideration of the foregoing § 507.10(a) (14 CFR Part 507) is hereby amended by adding the following new airworthiness directive:

SIKORSKY. Applies to all Model S-51 and S-55 helicopters.

Compliance required by August 15, 1960.

A fatigue failure of the RE5M7 shank rod end bearing has occurred in the S-55 main rotor upper controls. This rod had a hollow shank rather than a solid shank and is not an approved part. Preliminary investigation indicates that the hollow shank part has been installed in S-51 and S-55 helicopters because of improper identification. To ensure removal of this part from service, the following must be accomplished:

Unless already accomplished, remove the following rod assemblies and inspect for RE5M7 rod end bearings with hollow shanks and S510085 pivots with hollow shanks, as

noted (S510085 pivots are altered RE5M7 rod ends).

(a) Model S-51 main rotor assembly, P/N S510000.

(1) P/N S510333 (Alternate P/N S510140) rod assembly contains one RE5M7 rod end.

(2) P/N S510082 rod assembly contains one RE5M7 rod end and one P/N S510085 pivot.

(b) Model S-51 main rotor assembly, P/N S10-10-1100.

(1) P/N S510333 rod assembly contains one RE5M7 rod end.

(c) Model S-55 servo unit assembly, P/N S14-40-5000.

(1) P/N S14-40-5024 control arm contains one RE5M7 rod end.

Remove all hollow shank units and replace with solid shank units.

(Sec. 313(a), 601, 603; 72 Stat. 752, 775, 776; 49 U.S.C. 1354(a), 1421, 1423)

Issued in Washington, D.C., on June 17, 1960.

E. R. QUESADA,
Administrator.

[F.R. Doc. 60-5792; Filed, June 23, 1960; 8:45 a.m.]

[Reg. Docket No. 409; Amdt. 172]

PART 507—AIRWORTHINESS DIRECTIVES

Lockheed 188 Series Aircraft

A more positive means for securing the antiwhirl vane assembly on Lockheed 188 Series aircraft was developed subsequent to adoption of Amendment 165, 25 F.R. 4736. It consists of installation of a strap between the engine tailpipe and the antiwhirl vane assembly, as well as an improved clamp. When the rework is incorporated, the required daily visual inspection of the assembly may be discontinued.

Therefore, the Administrator found that a situation existed requiring immediate action, that notice and public procedure thereon were impracticable and contrary to the public interest, and that good cause existed for taking corrective action. Accordingly an amendment to Amendment 165 was adopted on May 26, 1960, and made effective immediately as to all known operators of Lockheed 188 Series aircraft by individual telegrams dated May 26, 1960. It is hereby published as an amendment to § 507.10(a) (14 CFR 507) and shall become effective upon the date of its publication in the FEDERAL REGISTER as to all other persons:

Amendment 165, Lockheed 188 Series aircraft, as it appeared in 25 F.R. 4736 is amended by adding a new subparagraph (4) under paragraph (a) as follows:

(4) No later than the next periodic inspection the straightener installation must be reworked by the addition of a 1- by 4- by 0.063-inch steel strap between the engine tailpipe and straightener assembly in accordance with Lockheed L-188 Service Bulletin Number 479 and Allison Commercial Engine Bulletin 72-130. Also, the hinge portion of the present swirl vane straightener clamp must be reinforced by installing two retainers and a stainless steel reinforcing strap in accordance with Lockheed Service Bulletin

No. 88/SB-363 or install a new production clamp LAC P/N 751341-1 or equivalent. When the 1- by 4- by 0.063-inch strap has been installed and the swirl vane straightener clamp reinforced or replaced, the daily visual inspection of the clamp and straightener assembly required in subparagraph (3) may be discontinued and the inspection frequency normal to the operator's maintenance plan may be resumed.

This amendment shall become effective upon publication in the FEDERAL REGISTER as to all persons not receiving individual notice by telegram dated May 26, 1960.

(Secs. 313(a), 601, 603; 72 Stat. 752, 775, 776; 49 U.S.C. 1354(a), 1421, 1423)

Issued in Washington, D.C., on June 17, 1960.

E. R. QUESADA,
Administrator.

[F.R. Doc. 60-5793; Filed, June 23, 1960; 8:45 a.m.]

[Reg. Docket No. 429; Amdt. 173]

PART 507—AIRWORTHINESS DIRECTIVES

Douglas DC-8 Series Aircraft

There have been recent reports of Douglas DC-8 fuel dump chutes oscillating when being extended and retracted. Such oscillations cause cracking of the dump chutes which may result in fuel impinging on the wing and flap creating a fire hazard, or separation of aircraft parts in flight. It has been determined that these oscillations are caused by aerodynamic loading of the dump chutes and a reduction of airspeed during operation of the fuel dumping system will avoid occurrence.

In the interest of safety the Administrator finds that notice and public procedures hereon are impracticable and that good cause exists for making this amendment effective upon publication in the FEDERAL REGISTER.

In consideration of the foregoing § 507.10(a) (14 CFR Part 507) is hereby amended by adding the following new airworthiness directive:

DOUGLAS. Applies to all DC-8 Series aircraft. Compliance required as indicated.

Several cases of fuel dump chute oscillation have occurred during extension and retraction of the chutes. This has caused cracking of the chutes which may create a hazardous condition by allowing fuel impingement on the wing and flap when dumping fuel. Oscillation of dump chutes occurs at speeds in excess of 200 knots indicated airspeed. To prevent possible fuel dump chute cracking, the following action is required.

(a) No later than 10 days following publication of this airworthiness directive in the FEDERAL REGISTER, the maximum speed for fuel dump chute operation and fuel dumping is restricted to not more than 200 knots indicated airspeed and the following placard shall be posted in full view of the pilot:

Do not exceed 200 KIAS when operating dump chute and dumping fuel.

The limitations section of the FAA approved airplane flight manual is hereby amended to incorporate this limitation.

(b) Not later than the next periodic inspection ascertain that the dump cable con-

trol system is properly rigged in accordance with Douglas drawing No. 7651290 BS change. (Douglas telegraphic alert Service Bulletin No. A28-16 covers the above speed limitation.)

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

(Sec. 313(a), 601, 603; 72 Stat. 752, 775, 776; 49 U.S.C. 1354(a), 1421, 1423)

Issued in Washington, D.C., on June 17, 1960.

E. R. QUESADA,
Administrator.

[F.R. Doc. 60-5794; Filed, June 23, 1960;
8:45 a.m.]

[Reg. Docket No. 430; Amdt. 174]

PART 507—AIRWORTHINESS DIRECTIVES

Lockheed 188 Series Aircraft

Extensive operation of a new torque-meter assembly design on Lockheed 188 Series aircraft which incorporates additional bearing in the mid-section has resulted in trouble-free operation to date. Consequently, the current requirement in Amendment 134, 25 F.R. 3396, for feathering propellers in event the torque-meter should go to zero or full scale in flight, adopted as safeguard against torqueshaft failures, is unnecessary for operators using the new torqueshaft. Paragraph (a) of Amendment 134 is amended to reflect this development.

Since this amendment imposes no additional burden on any person, notice and public procedure hereon are unnecessary and it may be made effective upon publication in the FEDERAL REGISTER.

In consideration of the foregoing, § 507.10(a) (14 CFR Part 507) is amended as follows:

Amendment 134, Lockheed 188 Series aircraft as it appeared in 25 F.R. 3396 is amended by amending paragraph (a) (2) to read as follows:

(2) Feather propeller in event the torque-meter indicator should go to zero or full scale in flight. This placard may be removed from the aircraft when all its installed engines are equipped with mid-bearing torque-meter, P/N 6823900 identified by a 1/2-inch by 2 1/2-inch blue stripe on forward bevel of housing as described in Allison Commercial Engine Bulletin No. 72-113. In case of aircraft having one or more, but not all, engines equipped with mid-bearing torque-meters, the placard may be suitably altered to indicate those engines so equipped, which are exempt from compliance with its provisions.

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

(Secs. 313(a), 601, 603; 72 Stat. 752, 775, 776; 49 U.S.C. 1354(a), 1421, 1423)

Issued in Washington, D.C., on June 17, 1960.

E. R. QUESADA,
Administrator.

[F.R. Doc. 60-5795; Filed, June 23, 1960;
8:45 a.m.]

[Reg. Docket No. 431; Amdt. 175]

PART 507—AIRWORTHINESS DIRECTIVES

Lockheed 188 Series Aircraft

As a result of investigations, it has been determined that Aeroproducts A6441FN-606 propellers installed on Lockheed 188 Series aircraft must continue to be track checked after compliance with inspection and rework covered in AD 59-23-2. Amendment 59, 24 F.R. 9620. Accordingly, a new directive superseding AD 59-23-2 is being issued requiring a track check every 120 flight-hours.

In the interest of safety the Administrator finds that notice and public procedure hereon are impracticable and that good cause exists for making this amendment effective upon publication in the FEDERAL REGISTER.

In consideration of the foregoing § 507.10(a) (14 CFR Part 507) is hereby amended by adding the following new airworthiness directive:

LOCKHEED. Applies to all Aeroproducts A6441FN-606 propellers installed on Lockheed 188 Series aircraft.

Compliance required as indicated.

As a result of investigations, it has been determined that the following must be accomplished to minimize the possible occurrence of propeller roughness and/or failures:

All blades except those installed on engines equipped with operating vibration indicators must be checked for track per Aeroproducts Service Information Letter 59-27 dated March 11, 1959, within the next 120 flight-hours. Propellers with any blade out of track more than 1/4 inch from the other blades in the propeller must be removed from service prior to further flight. This inspection must be repeated at intervals not to exceed 120 flight-hours. If excessive propeller roughness is encountered or is detected by the vibration indicators, the propeller(s) shall be track checked prior to further flight.

(Aeroproducts Service Information Letter 59-27 dated March 11, 1959, covers this same subject.)

This supersedes AD 59-23-2, Amdt. 59, 24 F.R. 9620.

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

(Sec. 313(a), 601, 603; 72 Stat. 752, 775, 776; 49 U.S.C. 1354(a), 1421, 1423)

Issued in Washington, D.C., on June 17, 1960.

E. R. QUESADA,
Administrator.

[F.R. Doc. 60-5796; Filed, June 23, 1960;
8:45 a.m.]

[Reg. Docket No. 432; Amdt. 176]

PART 507—AIRWORTHINESS DIRECTIVES

Lockheed 188 Series Aircraft

Several incidents of overpressurization of the fuel tanks have occurred during

refueling of Lockheed 188 Series aircraft. These were attributed to failure of the automatic shutoff devices or presence of foreign objects in the system. Overpressurization can result in fuel tank rupture with consequent fuel leakage, constituting a serious fire hazard. For those aircraft not equipped with wing tank pressure relief overflow valves, it is necessary that proper refueling procedures be followed, as well as constant monitoring of the fueling system control panel during all fueling operations. Accordingly, more detailed requirements are necessary than those currently provided in Amendment 134, 25 F.R. 3396.

In the interest of safety the Administrator finds that notice and public procedure hereon are impracticable and that good cause exists for making this amendment effective upon publication in the FEDERAL REGISTER.

In consideration of the foregoing § 507.10(a) (14 CFR Part 507) is hereby amended by adding the following new airworthiness directive to supersede paragraph (d) of Amendment 134, 25 F.R. 3396:

LOCKHEED. Applies to all 188 airplanes not equipped with fuel tank pressure relief overflow valves.

Compliance required as indicated.

Service experience indicates that a check of the fueling system valves at a high fuel level point should be made when filling tanks to capacity. This check is necessary to determine that the system is functioning properly since failure of a fueling valve to close fully may subject the tank to high fuel pressure which could cause not only tank rupture but structural damage. To prevent possible fuel tank overpressurizing, the following actions are required commencing not later than 10 days after publication of this airworthiness directive in the FEDERAL REGISTER.

(a) Conduct a check of the fueling system at the start of each fueling operation in accordance with the placard located on the fueling panel.

(b) (1) On all outboard tanks and on extended inboard tanks, when installed, conduct a second check of the primary and secondary controls between 8,000 and 10,000 pounds fuel per item 2 on the placard.

(2) When standard inboard tanks are installed, conduct a second check of the primary and secondary controls between 4,500 and 6,500 pounds fuel.

(c) Any malfunctions indicated by the checks required by items (a) and (b) of this airworthiness directive must be corrected prior to continuance of pressure fueling to that tank.

(d) The fueling panel will be monitored during the entire fueling operation.

This supersedes paragraph (d) of Amdt. 134, 25 F.R. 3396.

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

(Sec. 313(a), 601, 603; 72 Stat. 752, 775, 776; 49 U.S.C. 1354(a), 1421, 1423)

Issued in Washington, D.C., on June 17, 1960.

E. R. QUESADA,
Administrator.

[F.R. Doc. 60-5797; Filed, June 23, 1960;
8:46 a.m.]

RULES AND REGULATIONS

SUBCHAPTER E—AIR NAVIGATION REGULATIONS

[Reg. Docket No. 420; Amdt. 171]

PART 609—STANDARD INSTRUMENT APPROACH PROCEDURES

Miscellaneous Alterations

The new and revised standard instrument approach procedures appearing hereinafter are adopted to become effective and/or canceled when indicated in order to promote safety. The revised procedures supersede the existing procedures of the same classification now in effect for the airports specified therein. For the convenience of the users, the revised procedures specify the complete procedure and indicate the changes to the existing procedures. Pursuant to authority delegated to me by the Administrator (24 F.R. 5662), I find that a situation exists requiring immediate action in the interest of safety, that notice and public procedure hereon are impracticable, and that good cause exists for making this amendment effective on less than thirty days' notice.

Part 609 (14 CFR, Part 609) is amended as follows:

1. The low or medium frequency range procedures prescribed in § 609.100(a) are amended to read in part:

LFR STANDARD INSTRUMENT APPROACH PROCEDURE

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

If an instrument approach procedure of the above type is conducted at the below named airport, it shall be in accordance with the following instrument approach procedure, unless an approach is conducted in accordance with a different procedure for such airport authorized by the Administrator of the Federal Aviation Agency. Initial approaches shall be made over specified routes. Minimum altitudes shall correspond with those established for en route operation in the particular area or as set forth below.

Transition				Ceiling and visibility minimums			
From—	To—	Course and distance	Minimum altitude (feet)	Condition	2-engine or less		More than 2-engine, more than 65 knots
					65 knots or less	More than 65 knots	
				T-dn.....	300-1	300-1	200-1/2
				C-dn.....	600-1	600-1	600-1
				S-d-24.....	400-1	400-1	400-1
				S-n-24.....	400-1	400-1	400-1 1/2
				A-dn.....	800-2	800-2	800-2

Procedure turn E side of crs, 052° Outbnd, 232° Inbnd, 1600' within 10 miles (nonstandard to avoid obstructions).

Minimum altitude over facility on final approach crs 1000'.

Crs and distance, facility to airport, 232°—3.2 mi.

If visual contact not established upon descent to authorized landing minimums or if landing not accomplished within 3.2 miles, make 180° left climbing turn to 1600' direct to the Bridgeport LFR.

Note: ADF approach not authorized.

City, Bridgeport; State, Conn.; Airport Name, Bridgeport; Elev., 9'; Fac. Class., MRLWZ; Ident., BDR; Procedure No. 1, Amdt. 9; Eff. Date, 9 July 60; Sup. Amdt. No. 8; Dated, 7 Nov. 59

2. The automatic direction finding procedures prescribed in § 609.100(b) are amended to read in part:

ADF STANDARD INSTRUMENT APPROACH PROCEDURE

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

If an instrument approach procedure of the above type is conducted at the below named airport, it shall be in accordance with the following instrument approach procedure, unless an approach is conducted in accordance with a different procedure for such airport authorized by the Administrator of the Federal Aviation Agency. Initial approaches shall be made over specified routes. Minimum altitudes shall correspond with those established for en route operation in the particular area or as set forth below.

Transition				Ceiling and visibility minimums			
From—	To—	Course and distance	Minimum altitude (feet)	Condition	2-engine or less		More than 2-engine, more than 65 knots
					65 knots or less	More than 65 knots	
Akron VOR.....	AKR RBn.....	Direct.....	2500	T-dn.....	400-1	400-1	400-1
Navarre VOR.....	AKR RBn.....	Direct.....	2500	C-dn.....	700-1	700-1	700-1 1/2
Medina Int.....	AKR RBn.....	Direct.....	2500	S-dn.....	500-1	500-1	500-1
				A-dn.....	800-2	800-2	800-2

Procedure turn North side of crs, 066° Outbnd, 246° Inbnd, 2500' within 10 miles.

Minimum altitude over facility on final approach crs, 2100'.

Crs and distance, facility to airport, 246°—3.7 mi.

If visual contact not established upon descent to authorized landing minimums or if landing not accomplished make a left climbing turn and return to AKR WHM at 2500'.

City, Akron; State, Ohio; Airport Name, Akron Municipal; Elev., 1059'; Fac. Class., MHW; Ident., AKR; Procedure No. 1, Amdt. Orig.; Eff. Date, 9 July 60

Charleston VOR.....	CRW-LFR.....	Direct.....	2500	T-dn.....	300-1	300-1	200-1/2
Swiss Int.....	CRW-LFR.....	Direct.....	3000	C-dn.....	1500-2	1500-2	1500-2
				A-dn.....	1500-2	1500-2	1500-2

Procedure turn North side of crs, 281° Outbnd, 101° Inbnd, 3000' within 10 miles.

Minimum altitude over facility on final approach crs, 2500'.

Crs and distance, facility to airport, 113°—3.3 mi.

If visual contact not established upon descent to authorized landing minimums or if landing not accomplished within 0.0 mile, make a left turn and climb to 3000' on West crs within 20 miles.

City, Charleston; State, W. Va.; Airport Name, Kanawha County; Elev., 981'; Fac. Class., SBRAZ; Ident., CRW; Procedure No. 2, Amdt. Orig.; Eff. Date, 9 July 60

ADF STANDARD INSTRUMENT APPROACH PROCEDURE—Continued

Transition				Ceiling and visibility minimums			
From—	To—	Course and distance	Minimum altitude (feet)	Condition	2-engine or less		More than 2-engine, more than 65 knots
					65 knots or less	More than 65 knots	
Cold Bay LFR.....	CD LOM.....	Direct.....	1600	T-dn.....	300-1	300-1	200-1½
				C-dn-26 and 32	500-1	500-1½	500-1½
				C-d-8.....	800-2	800-2	800-2
				C-n-8.....	NA	NA	NA
				S-dn-14.....	500-1	500-1	500-1
				A-dn.....	1000-2	1000-2	1000-2

Procedure turn East side of crs, 322° Outbnd, 142° Inbnd, 1600' within 10 mi. Nonstandard due to terrain 1700' West of crs.

Minimum altitude over facility on final approach cr, 142°—5.4 mi.

If visual contact not established upon descent to authorized landing minimums or if landing not accomplished turn left, climb to 2700' on 322° crs of Cold Bay LOM within 20 miles or, when directed by ATC, turn left, climb to 2700' on N crs (321°) CDB LFR.

CAUTION: Circling to Runways 26 and 32 will be accomplished East of airport. Mt. Simon 960' msl 2.4 miles West of airport.

City, Cold Bay; State, Alaska; Airport Name, Cold Bay; Elev., 93'; Fac. Class., LOM; Ident., CD; Procedure No. 1, Amdt. Orig.; Eff. Date, 9 July 60

Oklahoma City VOR.....	LOM.....	Direct.....	2400	T-dn.....	300-1	300-1	200-1½
Oklahoma City LFR.....	LOM.....	Direct.....	2400	C-dn.....	400-1	500-1	500-1½
Bethany Int.....	LOM.....	Direct.....	2500	S-dn-35.....	400-1	400-1	400-1
Mustang FM.....	LOM.....	Direct.....	2400	A-dn.....	800-2	800-2	800-2
Newcastle Int.....	LOM (Final).....	Direct.....	1900				
Radar terminal area transition altitudes:*		Within:					
400.....	090.....	25 mi.....	2400				
090.....	180.....	25 mi.....	2500				
180.....	230.....	25 mi.....	2700				
230.....	295.....	35 mi.....	2500				
295#.....	360.....	25 mi.....	#2700				

Procedure turn E side of crs, 170° Outbnd, 350° Inbnd, 2500' within 10 mi. Beyond 10 mi NA.

Minimum altitude over LOM inbnd final, 2300'.

Crs and distance, facility to airport, 350°—4.2 mi.

If visual contact not established upon descent to authorized landing minimums or if landing not accomplished within 4.2 mi after passing LOM, climb to 3000' on 350° crs within 20 mi or, when directed by ATC, turn left, climb to 2500' direct to the OKC VOR, or direct to the OKC LFR.

*Azimuths and distances are from antenna site progressing clockwise.

#Radar Control will provide 1000' vertical clearance within a 3-mile radius or 500' vertical clearance within a 3- to 5-mile (inclusive) radius of towers 2127' msl and 2726' msl 9 mi NW of antenna site.

City, Oklahoma City; State, Okla.; Airport Name, Will Rogers; Elev., 1284'; Fac. Class., LOM; Ident., OK; Procedure No. 1, Amdt. 6; Eff. Date, 9 July 60; Sup. Amdt. No. 5; Dated, 2 Jan. 60

Oklahoma City LFR.....	TWO RBn.....	Direct.....	2500	T-dn.....	300-1	300-1	200-1½
Oklahoma City VOR.....	TWO RBn.....	Direct.....	2500	C-dn.....	400-1	500-1	500-1½
Oklahoma City LOM.....	TWO RBn.....	Direct.....	2400	S-dn-17.....	400-1	400-1	400-1
Mustang FM.....	TWO RBn.....	Direct.....	2500	A-dn.....	800-2	800-2	800-2
Bethany Int.....	TWO RBn (Final).....	Direct.....	2000				
Edmond Int.....	TWO RBn (Final).....	Direct.....	2000				
Radar terminal area transition altitudes:*		Within:					
000.....	090.....	25 mi.....	2400				
090.....	180.....	25 mi.....	2500				
180.....	230.....	25 mi.....	2700				
230.....	295.....	35 mi.....	2500				
295#.....	360.....	25 mi.....	#2700				

Procedure turn W side crs, 350° Outbnd, 170° Inbnd, 2500' within 10 mi. Beyond 10 mi NA.

Minimum altitude over facility on final approach crs, 2300'.

Crs and distance, facility to airport, 170°—4.0 mi.

If visual contact not established upon descent to authorized landing minimums or if landing not accomplished, within 4.0 miles, climb to 2400' on 170° crs from TWO RBn within 20 mi or, when directed by ATC, turn right, climb to 2500' direct to OKC-VOR or direct to OKC-LFR.

*Azimuths and distances are from antenna site progressing clockwise.

#Radar control will provide 1000' vertical clearance within a 3-mile radius or 500' vertical clearance within a 3- to 5-mile (inclusive) radius of towers 2127' msl and 2726' msl 9 mi NW of antenna site.

City, Oklahoma City; State, Okla.; Airport Name, Will Rogers; Elev., 1284'; Fac. Class., MHW; Ident., TWO; Procedure No. 2, Amdt. 4; Eff. Date, 9 July 60; Sup. Amdt. No. 3; Dated, 2 Jan. 60

Lake Tyler Int.....	LOM.....	Direct.....	2000	T-dn.....	300-1	300-1	200-1½
White House Int.....	LOM.....	Direct.....	2000	C-dn.....	400-1	500-1	500-1½
Mt. Sylvan Int.....	LOM.....	Direct.....	1800	S-dn-13.....	400-1	400-1	400-1
				A-dn.....	800-2	800-2	800-2

Procedure turn W side NW crs, 307° Outbnd, 127° Inbnd, 1800' within 10 mi. Beyond 10 mi NA.

Minimum altitude over facility on final approach crs, 1600'.

Crs and distance, facility to airport, 127°—4.6 mi.

If visual contact not established upon descent to authorized landing minimums or if landing not accomplished within 4.6 miles after passing LOM, climb to 2000' on crs 127° within 20 miles.

City, Tyler; State, Tex.; Airport Name, Pounds Field; Elev., 544'; Fac. Class., LOM; Ident., TY; Procedure No. 1, Amdt. 3; Eff. Date, 9 July 60; Sup. Amdt. No. 2; Dated, 30 May 59

Wichita Falls VOR.....	SPS RBn.....	Direct.....	3000	T-dn.....	300-1	300-1	200-1½
				C-dn.....	500-1	500-1	500-1½
				S-dn-33.....	400-1	400-1	400-1
				A-dn.....	800-2	800-2	800-2

Procedure turn E side of crs, 148° Outbnd, 328° Inbnd, 2300' within 10 mi. Nonstandard due obstruction West.

Minimum altitude over facility on final approach crs, 1800'.

Crs and distance, facility to airport, 328°—3.8 mi.

If visual contact not established upon descent to authorized landing minimums or if landing not accomplished within 3.8 miles, climb to 3000' msl on crs of 328° within 20 mi or when directed by ATC, turn right, climb to 3000' msl on crs of 060° within 20 mi.

Note: Single transmitter. Aural signal must be received at all times during approach.

City, Wichita Falls; State, Tex.; Airport Name, Sheppard AFB/Mun.; Elev., 1014'; Fac. Class., HW; Ident., SPS; Procedure No. 1, Amdt. 2; Eff. Date, 9 July 60; Sup. Amdt. No. 1; Dated, 12 Mar. 60

3. The very high frequency omnirange (VOR) procedures prescribed in § 609.100(c) are amended to read in part:

VOR STANDARD INSTRUMENT APPROACH PROCEDURE

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

If an instrument approach procedure of the above type is conducted at the below named airport, it shall be in accordance with the following instrument approach procedure, unless an approach is conducted in accordance with a different procedure for such airport authorized by the Administrator of the Federal Aviation Agency. Initial approaches shall be made over specified routes. Minimum altitudes shall correspond with those established for en route operation in the particular area or as set forth below.

Transition				Ceiling and visibility minimums			
From—	To—	Course and distance	Minimum altitude (feet)	Condition	2-engine or less		More than 2-engine, more than 65 knots
					65 knots or less	More than 65 knots	
Columbus LFR.....	CSG-VOR.....	Direct.....	2000	T-dn.....	300-1	300-1	200-1/2
Columbus LOM.....	CSG-VOR.....	Direct.....	2000	C-dn.....	500-1	500-1	500-1 1/2
				A-dn.....	800-2	800-2	800-2

Procedure turn W side of crs, 327° Outbnd, 147° Inbnd, 1700' within 10 mi.
 Minimum altitude over CSG-VOR on final approach crs, 1400'; over Int CSG R-147 and 198° brng to CS LOM, *1100'.
 Crs and distance, CSG-VOR to airport, 147°-6.9 mi; Int CSG R-147 and 198° brng to CS LOM to airport, 147°-4.0 mi.
 If visual contact not established upon descent to authorized landing minimums or if landing not accomplished within 6.9 miles, turn left, climb to 2000' on 052° brng from CS LOM to Geneva Int or, when directed by ATC, turn left, climb to 2000' and proceed to CSG VOR via R-147.
 Major Change: Deletes straight-in minima.
 *If Int CSG-VOR R-147 and 198° brng to CS LOM not identified on final, descent below 1100' msl and landing minimums below 700' ceiling not authorized.

City, Columbus; State, Ga.; Airport Name, Muscogee Co.; Elev., 397'; Fac. Class., BVOR; Ident., CGS; Procedure No. 1, Amdt. 2; Eff. Date, 9 July 60; Sup. Amdt. No. 1 Dated, 25 Jan. 58

PROCEDURE CANCELED, EFFECTIVE 9 JULY 1960, OR ON DECOMMISSIONING OF FACILITY.

City, Findlay; State, Ohio; Airport Name, Findlay; Elev., 800'; Fac. Class., VOR; Ident., FDY; Procedure No. 1, Amdt. 3; Eff. Date, 22 June 57; Sup. Amdt. No. 2; Dated, 29 Dec. 56

Findlay "H".....	FDY-VOR.....	Direct.....	2000	T-dn.....	300-1	300-1	200-1/2
				C-dn.....	700-1 1/2	700-1 1/2	700-1 1/2
				C-n.....	700-2	700-2	700-2
				A-dn.....	800-2	800-2	800-2

Procedure turn East side of crs, 228° Outbnd, 048° Inbnd, 2000' within 10 mi.
 Minimum altitude over facility on final approach crs, 1500'.
 Crs and distance, facility to airport, 048°-4.9 mi.
 If visual contact not established upon descent to authorized landing minimums or if landing not accomplished within 4.9 miles, make a climbing left turn, return to Findlay VOR at 2000', hold Southwest on R-220 in a one-minute right hand pattern.
 CAUTION: Radio tower 1080' msl 1.5 miles ESE of airport. Radio tower 1150' msl 5 miles N of airport.

City, Findlay; State, Ohio; Airport Name, Findlay; Elev., 800'; Fac. Class., VOR; Ident., FDY; Procedure No. 1, Amdt. Orig.; Eff. Date, 9 July 60 or on commissioning of facility

Oklahoma City LFR.....	OKC-VOR.....	Direct.....	2500	T-dn.....	300-1	300-1	200-1/2
Radar terminal area transition altitudes:*		Within:		C-dn.....	600-1	600-1	600-1 1/2
000.....	090.....	25 mi.....	2400	S-dn-12.....	600-1	600-1	600-1
090.....	180.....	25 mi.....	2500	A-dn.....	800-2	800-2	800-2
180.....	230.....	25 mi.....	2700				
230.....	295.....	25 mi.....	2500				
295#.....	360.....	25 mi.....	#2700				

Procedure turn S side crs, 277° Outbnd, 097° Inbnd, 2500' within 10 mi.
 Minimum altitude over facility on final approach crs, 2300'.
 Crs and distance, facility to airport, 097°-8.1 mi.
 If visual contact not established upon descent to authorized landing minimums or if landing not accomplished within 6.0 mi, climb to 2700' on R-097 within 20 miles.
 NOTE: Distance from point of visual contact to airport, 2.1 miles.
 *Azimuths and distances are from antenna site progressing clockwise.
 #Radar control will provide 1000' vertical clearance within a 3-mi radius or 500' vertical clearance within a 3- to 5-mi (inclusive) radius of towers 2127' msl and 2729' msl 9 miles NW of antenna site.

City, Oklahoma City; State, Okla.; Airport Name, Will Rogers; Elev. 1284'; Fac. Class., BVOR; Ident, OKC; Procedure No. 1, Amdt. 5; Eff. Date, 9 July 60; Sup. Amdt. No. 4; Dated, 6 Feb. 60

SIT LFR.....	BKA VOR.....	Direct.....	5300	T-d.....	500-2	500-2	500-2
				C-d.....	700-2	700-2	700-2
				A-d.....	800-2	800-2	800-2
				Night Operations	N.A.		

Procedure turn South side R-178, 1500' within 10 mi.
 Minimum altitude over facility on final approach crs, 1000'.
 Crs and distance, facility to Seadrome*, R-358-13.5 mi.
 If visual contact not established upon descent to authorized landing minimums or if landing not accomplished within** 3 miles, turn left, climbing to 1500' on R-178 within 20 mi.
 CAUTION: High terrain East of R-358 within 9.5 mi. of VOR. Mt. Edgecombe 3274' msl 13 mi North of VOR.
 *If at any time after visual contact established VFR flight cannot be maintained, execute missed approach procedure.
 **R-358 unusable beyond 3 mi at 700' due to extreme roughness.

City, Sitka; State, Alaska; Airport Name, Sitka Harbor (Seaplane); Elev., 0'; Fac. Class., BVOR; Ident., BKA; Procedure No. 1, Amdt. Orig.; Eff. Date, 9 July 60

Wichita Falls RBN.....	Wichita Falls VOR.....	Direct.....	3000	T-dn.....	300-1	300-1	200-1/2
		Direct.....	2600	C-dn.....	500-1	500-1	500-1 1/2
				A-dn.....	800-2	800-2	800-2

Procedure turn *N side of crs, 276° Outbnd, 096° Inbnd, 2300' within 10 miles. NA beyond 10 miles.
 *Nonstandard due ATC requirements.
 Minimum altitude over facility on final approach, 1700'.
 Crs and distance, facility to airport, 082°-5.1 mi.
 If visual contact not established upon descent to authorized landing minimums or if landing not accomplished within 5.1 miles, turn left, climb to 2500' on crs 060° within 20 miles.

City, Wichita Falls; State, Tex.; Airport Name, Sheppard AFB/Mun; Elev., 1014'; Fac. Class, BVORTAC; Ident., SPS; Procedure No. 1 Amdt. 5; Eff. Date, 9 July 60; Sup. Amdt. No. 4; Dated 30 Jan. 60

4. The terminal very high frequency omnirange (TerVOR) procedures prescribed in § 609.200 are amended to read in part:

TERMINAL VOR STANDARD INSTRUMENT APPROACH PROCEDURE

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

Transition				Ceiling and visibility minimums			
From—	To—	Course and distance	Minimum altitude (feet)	Condition	2-engine or less		More than 2-engine, more than 65 knots
					65 knots or less	More than 65 knots	
LSE-LFR.....	LSE-VOR.....	Direct.....	2400	T-d.....	*400-1	*400-1	#400-1
Nodine-BVOR.....	LSE-VOR.....	Direct.....	2400	T-n.....	*400-1½	*400-1½	#400-1½
Hokah Int**.....	LSE-VOR.....	Direct.....	2400	C-d.....	600-1	600-1	600-1½
				C-n.....	600-2	600-2	600-2
				S-dn-36.....	500-1	500-1	500-1
				A-dn.....	800-2	800-2	800-2

Procedure turn East side of crs, 181° Outbnd, 001° Inbnd, 2800' within 10 mi.
 Minimum altitude over facility on final approach crs, 2300' #; 1100' after passing Nodine BVOR R-128 (5.2 mi from Rwy 36).
 Facility on airport.
 Crs and distance, breakoff point to Rwy 36, 355°—0.4 mi.
 If visual contact not established upon descent to authorized landing minimums or if landing not accomplished over LSE-VOR make left climbing turn, climb to 2400' on LSE R-318 within 10 miles.
 CAUTION: 950' msl tower 2 mi SE of airport. 1227' msl bluffs and 1440' tower 3 and 4 mi SE, respectively, of airport. 1273' msl tower 4 mi WSW of airport and 1440' tower 3.5 mi West of airport. 1240' bluffs 2 mi NE of airport. 1750' msl tower 11 mi SSE of airport.
 *300-1 takeoff authorized on Rws 31, 36 and 18.
 **Int ODI R-117 and LSE R-181.
 #200-½ takeoff authorized on Rws 31, 36, and 18.
 ##2300' msl (1600' ceiling) required if unable to determine passing Nodine R-128.

City, La Crosse; State, Wis.; Airport Name, Municipal; Elev., 653'; Fac. Class., VOR; Ident., LSE; Procedure No. TerVOR-36, Amdt. 3; Eff. Date, 9 July 60; Sup. Amdt. No. 2; Dated, 1 Nov. 58

5. The instrument landing system procedures prescribed in § 609.400 are amended to read in part:

ILS STANDARD INSTRUMENT APPROACH PROCEDURE

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

Transition				Ceiling and visibility minimums			
From—	To—	Course and distance	Minimum altitude (feet)	Condition	2-engine or less		More than 2-engine, more than 65 knots
					65 knots or less	More than 65 knots	
Int NE crs ILS and brng 254° to CRW LFR.....	LOM.....	Direct.....	2500	T-dn.....	300-1	300-1	200-½
CRW LFR.....	LOM.....	Direct.....	2500	C-dn.....	600-1	600-1	600-1½
CRW VOR.....	LOM.....	Direct.....	2500	S-dn-23.....	500-1	500-1	500-1
Gay Int.....	LOM.....	Direct.....	2500	A-dn.....	800-2	800-2	800-2
Walnut Grove Int.....	LOM.....	Direct.....	2500				
Irydale Int.....	LOM.....	Direct.....	2500				
Swiss Int.....	LOM.....	Direct.....	3000				

Radar terminal area transition altitudes (sectors are magnetic clockwise from Radar Site):
 160°-210° within 10 miles, 3000'.
 210°-160° within 10 miles, 2500'.
 All sectors within 15 miles, 3000'.
 All sectors within 23 miles, 5000'.
 Procedure turn N side NE crs, 050° outbnd, 230° inbnd, 2300' within 10 miles.
 Minimum altitude at glide slope interception inbnd, 2300'.
 Altitude of G.S. and distance to approach end of rwy at LOM, 2330'—4.3 mi.; at LMM 1130'—0.5 mi.
 If visual contact not established upon descent to authorized landing minimums or if landing not accomplished climb to 3000' proceeding to CRW LFR or, when directed by ATC, climb to 2500' proceeding to CRW VOR.
 NOTE: In the event the glide slope is inoperative, 500-1 minimums will still apply.

City, Charleston; State, W. Va.; Airport Name, Kanawha Co.; Elev., 981'; Fac. Class., ILS; Ident., I-CRW; Procedure No. ILS-23, Amdt. 12; Eff. Date, 9 July 60; Sup. Amdt. No. 11; Dated, 2 Apr. 60

Cold Bay LFR.....	CDB-LOM.....	Direct.....	1600	T-dn.....	300-1	300-1	200-½
				C-dn-26 and 32.....	500-1	500-1½	500-1½
				C-d-8.....	800-2	800-2	800-2
				C-n-8.....	NA	NA	NA
				S-dn-14*.....	300-¾	300-¾	300-¾
				A-dn.....	600-2	600-2	600-2

Procedure turn E side of crs, 322° Outbnd, 142° Inbnd, 1600' within 10 mi. Nonstandard due to terrain 1700' West of crs.
 Altitude of glide slope and distance to appr. end of Rnwy at OM, 1548'—5.4 mi; at MM, 284'—0.6 mi.
 If visual contact not established upon descent to authorized landing minimums or if landing not accomplished turn left, climb to 2700' on N crs of ILS within 20 miles or, when directed by ATC, turn left, climb to 2700' on N crs 321° Cold Bay LFR.
 CAUTION: Circling to Runways 26 and 32 will be accomplished east of airport. Mt. Simon 960' msl 2.4 mi West of airport.
 *Approach lights are an unsatisfactory ILS component due to inadequate intensity control.
 #If glide slope inoperative, 300-¾ NA and minima become 300-1.

City, Cold Bay; State, Alaska; Airport Name, Cold Bay; Elev., 93'; Fac. Class., ILS; Ident., I-CDB; Procedure No. ILS-14, Amdt. Orig.; Eff. Date, 9 July 60

ILS STANDARD INSTRUMENT APPROACH PROCEDURE—Continued

Transition				Ceiling and visibility minimums			
From—	To—	Course and distance	Minimum altitude (feet)	Condition	2-engine or less		More than 2-engine, more than 65 knots
					65 knots or less	More than 65 knots	
Oklahoma City LFR.....	TWO RBN.....	Direct.....	2500	T-dn.....	300-1	300-1	200-1/2
Oklahoma City VOR.....	TWO RBN.....	Direct.....	2500	C-dn.....	400-1	500-1	500-1 1/2
Oklahoma City LOM.....	TWO RBN.....	Direct.....	2400	S-dn-17.....	300-1	300-1	300-1
Mustang FM.....	TWO RBN.....	Direct.....	2500	A-dn.....	800-2	800-2	800-2
Bethany Int.....	TWO RBN (Final).....	Direct.....	2000				
Edmond Int.....	TWO RBN (Final).....	Direct.....	2000				
*Radar terminal area transition altitudes:							
000.....	090.....	25 mi.....	2400				
090.....	180.....	25 mi.....	2500				
180.....	230.....	25 mi.....	2700				
230.....	295.....	35 mi.....	2500				
#295.....	360.....	25 mi.....	#2700				

Procedure turn W side crs, 350° Outbnd, 170° Inbnd, 2500' within 10 mi. Beyond 10 mi NA.
 No glide slope. Altitude over TWO RBN on final, 2300'.
 Bearing and distance, TWO RBN to Rnwy 17, 170°—4.0 mi.
 If visual contact not established upon descent to authorized landing minimums or if landing not accomplished within 4.0 miles, climb to 2400' on S crs ILS within 20 mi or on crs 170° from TWO within 20 mi, or when directed by ATC, turn right, climb to 2500' direct to OKC-VOR or direct to OKC-LFR.
 *Azimuths and distances are from antenna site progressing clockwise.
 #Radar Control will provide 1000' vertical clearance within a 3-mi radius or 500' vertical clearance within a 3- to 5-mi (inclusive) radius of towers 2127' MSL and 2729' MSL 9 mi NW of antenna site.

City, Oklahoma City; State, Okla.; Airport Name, Will Rogers; Elev., 1284'; Fac. Class., ILS; Ident., I-OKC; Procedure No. ILS-17, Amdt. 4; Eff. Date, 9 July 60; Sup. Amdt. No. 3; Dated, 2 Jan. 60

TYR RBN.....	Lake Tyler Int.....	Direct.....	2000	T-dn.....	300-1	300-1	200-1/2
GGG VOR via R-248.....	Lake Tyler Int.....	Direct.....	2100	C-dn.....	400-1	500-1	500-1 1/2
White House Int via GGG-VOR R-240.....	Lake Tyler Int (Final).....	Direct.....	1500	S-dn-31.....	400-1	400-1	400-1
Mt Sylvan Int.....	Lake Tyler Int.....	Direct.....	2000	A-dn.....	800-2	800-2	800-2

Procedure turn E side SE crs, 127° Outbnd, 307° Inbnd, 2000' within 10 mi of Lake Tyler Int.
 No glide slope. Altitude over Lake Tyler Int, 1600'.
 Brng and distance, Lake Tyler Int to Rnwy 31, 307°—4.8 mi.
 If visual contact not established upon descent to authorized landing minimums or if landing not accomplished within 4.8 of Lake Tyler Int, climb to 1800' on NW crs of ILS within 10 mi.
 CAUTION: 990' radio tower 3.6 mi E of airport.

City, Tyler; State, Tex.; Airport Name, Pounds Field; Elev., 544'; Fac. Class., ILS; Ident., I-TYR; Procedure No. ILS-31, Amdt. 2; Eff. Date, 9 July 60; Sup. Amdt. No. 1; Dated, 30 May 59

SPS-VOR.....	LOM.....	114-8.2.....	3000	T-dn.....	300-1	300-1	200-1/2
				C-dn.....	500-1	500-1	500-1 1/2
				S-dn-33.....	200-1/2	200-1/2	200-1/2
				A-dn.....	600-2	600-2	600-2

Procedure turn E side of crs, 148° Outbnd, 328° Inbnd, 2300' within 10 miles. Nonstandard due obstructions West.
 Altitude of glide slope and distance to approach end of Rnwy at OM, 2100'—3.8 mi; at MM, 1194'—0.6 mi.
 If visual contact not established upon descent to authorized landing minimums or if landing not accomplished climb to 3000' on NW crs ILS within 20 miles or, when directed by ATC, turn right, climb to 3000' on crs 060° within 20 miles.

City, Wichita Falls; State, Tex.; Airport Name, Sheppard AFB/Mun.; Elev., 1014'; Fac. Class., ILS; Ident., I-SPS; Procedure No. ILS-33, Amdt. 1; Eff. Date, 9 July 60; Sup. Amdt. No. Orig.; Dated, 12 Mar. 60

Wilkes-Barre-Scranton VOR.....	CYE* RBN.....	Direct.....	3500	T-dn #.....	600-1	600-1	600-1
Int E crs Wilkes-Barre-Scranton LFR and SW crs ILS.....	CYE* RBN.....	Direct.....	3500	C-d.....	900-1 1/2	1000-1 1/2	1000-2
Wilkes-Barre-Scranton LFR.....	CYE* RBN.....	Direct.....	3500	C-n.....	1300-2	1300-2	1300-2
Int E crs Williamsport and SW crs Wilkes-Barre-Scranton LFR.....	CYE* RBN.....	Direct.....	3500	S-dn-4.....	600-1 1/2	600-1 1/2	600-1 1/2
				A-d.....	1200-2	1200-2	1200-2
				A-n.....	1600-3	1600-3	1600-3

Procedure turn W side SW crs, 223° Outbnd, 043° Inbnd, 3500' within 10 mi of Crystal Lake RBN.
 Minimum altitude at G.S. int inbnd final, 3500' over Crystal Lake RBN.
 Altitude of G.S. and distance to appr end of rny at OM CYE* Rbn 3500—8.7, LOM 2250—3.9; at MM LMM 1180—0.6.
 If visual contact not established upon descent to authorized landing minimums or if landing not accomplished climb to 3500' on a crs of 043° from the LMM and then proceed to the Wilkes-Barre VOR at 3500'. Alternate missed approach when requested by ATC, make a climbing left turn and climb to 4000' on SW crs Wilkes-Barre LFR.
 NOTE: High terrain to E, SE, and S of airport within 2.5 miles.
 AIR CARRIER NOTE: Provisions for reduced visibility not authorized at night or with day minimums below 1 mi for 75 mph (65K) or less aircraft and 1 1/2 mi for more than 75 mph (65K) aircraft.
 NOTE: With glide slope inoperative see ADF or localizer approach to Rnwy 4.
 #Takeoff minimums for Runways 10 and 16: Day—600-2, Night—800-2.
 *Crystal Lake RBN—This approach is authorized only when Crystal Lake Radio Beacon and all components of the ILS system are operating.
 %Procedure turn nonstandard to provide separation from approaches to Hazelton, Pa.

City, Wilkes-Barre; State, Pa.; Airport Name, Wilkes-Barre-Scranton; Elev., 956'; Fac. Class., ILS-IAVP; Ident., MHW-CYE; Procedure No. ILS-4, Amdt. 8; Eff. Date, 9 July 60; Sup. Amdt. No. 7; Dated, 23 Aug. 58

These procedures shall become effective on the dates indicated on the procedures.
 (Secs. 313(a), 307(c), 72 Stat. 752, 749; 49 U.S.C. 1354(a), 1348(c))

Issued in Washington, D.C., on June 8, 1960.

B. PUTNAM,
 Acting Director, Bureau of Flight Standards.

Title 16—COMMERCIAL PRACTICES

Chapter I—Federal Trade Commission

[Docket 7440]

PART 13—PROHIBITED TRADE PRACTICES

Fiber Enterprises, Inc., et al.

Subpart—Invoicing products falsely: § 13.1108 *Invoicing products falsely*; § 13.1108-90 *Wool Products Labeling Act*. Subpart—Misbranding or mislabeling: § 13.1185 *Composition*: § 13.1185-90 *Wool Products Labeling Act*. Subpart—Using misleading name—Goods: § 13.2280 *Composition*: § 13.2280-80 *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, Fiber Enterprises Inc. (New York, N.Y.), et al., Docket 7440, May 6, 1960]

In the Matter of Fiber Enterprises, Inc., a Corporation, Fairfield Wool Company, Inc., a Corporation, and Samuel Young, Individually and as an Officer of Both Corporations

This proceeding was heard by a hearing examiner on the complaint of the Commission charging two associated corporations, in New York City and Danbury, Conn., respectively, and their common officer, engaged in reprocessing fur products by separating the hair from the skin and selling the resultant fiber to cloth manufacturers, with violating the Wool Products Labeling Act by falsely labeling and invoicing as "Vicuna", "100% Processed Vicuna", etc., interstate shipments of hair fibers which were those of the guanaco or young guanaco of the "Llama" genus.

Following the usual hearings, the hearing examiner made his initial decision, including findings, conclusion, and order to cease and desist which, after modification, became on May 6 the decision of the Commission.

The order to cease and desist, as modified, is as follows:

It is ordered, That respondents, Fiber Enterprises, Inc., a corporation, and its officers; Fairfield Wool Company, Inc., a corporation, and its officers; and Samuel Young, individually and as an officer of both corporations, 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 "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 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 percentum 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 percentum or more, and (5) the aggregate of all other fibers;

(b) The maximum percentage of the total weight of such wool products, of any nonfibrous 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.

It is further ordered, That respondents, Fiber Enterprises, Inc., a corporation, and its officers; Fairfield Wool Company, Inc., a corporation, and its officers; and Samuel Young, individually and as an officer of both corporations; and said respondents' representatives, agents, and employees, directly or through any corporate or other device, in connection with the offering for sale, sale or distribution of fur fiber, or any other products, in commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from misrepresenting the constituent fibers of respondents' products, or the percentages or amounts of the fibers contained therein, in sales invoices or by any other means.

By "Order Modifying Initial Decision", etc., report of compliance was required as follows:

It is further ordered, That 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 and form in which they have complied with the order to cease and desist contained in the initial decision as modified.

Issued: May 6, 1960.

By the Commission.

[SEAL] ROBERT M. PARRISH, Secretary.

[F.R. Doc. 60-5803; Filed, June 23, 1960; 8:47 a.m.]

[Docket 7666 c.o.]

PART 13—PROHIBITED TRADE PRACTICES

Globe Rubber Products Corp. and Emanuel Meyer

Subpart—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, Globe Rubber Products Corporation et al., Philadelphia, Pa., Docket 7666, May 7, 1960]

In the Matter of Globe Rubber Products Corporation, a Corporation, and Emanuel Meyer, Individually and as an Officer of Said Corporation

The complaint in this case charged Philadelphia distributors of rubber products, including swimming ware and household goods, to jobbers and retailers for resale, with preticketing some of their products with fictitious and excessive prices, represented thereby as the usual retail price.

Accepting a consent agreement, the hearing examiner made his initial decision and order to cease and desist which became on May 7 the decision of the Commission.

Said order to cease and desist is as follows:

It is ordered, That respondents Globe Rubber Products Corporation, a corporation, and its officers, and Emanuel Meyer, as an officer of said corporation, and respondents' agents, representatives and employees, directly or through any corporate or other device, in connection with the offering for sale, sale or distribution of rubber products or other merchandise in commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from:

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. Putting into operation any plan whereby retailers or others can misrepresent the regular and usual retail prices of merchandise.

It is further ordered, That the complaint herein, insofar as it relates to respondent Emanuel Meyer, individually, be, and the same hereby is, dismissed without prejudice to the right of the Commission to take such action in the future as the facts may then warrant.

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

It is ordered, That respondent Globe Rubber Products Corporation, a corporation, and Emanuel Meyer, 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.

Issued: May 6, 1960.

By the Commission.

[SEAL] ROBERT M. PARRISH, Secretary.

[F.R. Doc. 60-5804; Filed, June 23, 1960; 8:47 a.m.]

[Dockets 7775 c.o. etc.]

PART 13—PROHIBITED TRADE PRACTICES**Music Suppliers, Inc., et al.**

Music Suppliers, Inc., et al. (D. 7775 c.o.); Record Merchandisers, Inc., et al. (D. 7791 c.o.); State Record Distributors, Inc., et al. (D. 7798 c.o.); Herman Lubinsky doing business as Savoy Music Company (D. 7826 c.o.).

Subpart—Bribing customers' employees: § 13.315 *Employees of private concerns.*

(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 orders, Music Suppliers, Inc., et al., Boston, Mass., Docket 7775; Record Merchandisers, Inc., et al., St. Louis, Mo.; Docket 7791; State Record Distributors, Inc. (Cincinnati, Ohio), et al., Docket 7798; and Herman Lubinsky doing business as Savoy Music Company, Newark, N.J., Docket 7826; all May 10, 1960]

In the Matters of Music Suppliers, Inc., a Corporation, and Harry Carter, and Gordon J. Dinerstein, Individually, and as Officers of Said Corporation; Record Merchandisers, Inc., a Corporation, and Charles D. Gorman, Alfred L. Chotin, and Ben G. Landau, Individually, and as Officers of Said Corporation; State Record Distributors, Inc., a Corporation, Whirling Disc Record Distributors, Inc., a Corporation, Indiana State Record Distributors, Inc., a Corporation, and Melvin Herman, and Carl G. Herman, Individually, and as Officers of Said Corporations, and Herbert Harloe, Individually, and as an Officer of Whirling Disc Record Distributors, Inc.; and Herman Lubinsky, an Individual, Doing Business as Savoy Music Company

These proceedings were heard by hearing examiners on the complaints of the Commission charging record distributors in Boston, St. Louis, Cincinnati, and Newark, N.J., respectively, with paying concealed "payola" to disc jockeys of radio and television programs as inducement to have their records broadcast frequently in order to increase sales.

Accepting consent agreements, the hearing examiners made initial decisions, all of which became on May 10 the decisions of the Commission.

The orders to cease and desist, combining the respondents in these four cases, are as follows:

It is ordered, That respondents Music Suppliers, Inc., a corporation, and its officers, and Harry Carter and Gordon J. Dinerstein, individually and as officers of said corporation; Record Merchandisers, Inc., a corporation, and its officers, and Charles D. Gorman and Alfred L. Chotin, individually, and as officers of said corporation, and Ben G. Landau, as an officer of said corporation; State Record Distributors, Inc., a corporation; Whirling Disc Record Distributors, Inc., a corporation; Indiana State Record Distributors, Inc., a corporation, and their

officers, and Melvin Herman, and Carl G. Herman, individually, and as officers of said corporations, and Herbert Harloe, individually, and as an officer of Whirling Disc Record Distributors, Inc.; and Herman Lubinsky, an individual doing business as Savoy Music Company, or under any other name or names, and their agents, representatives and employees, directly or through any corporate or other device, in connection with phonograph records which have been distributed, in commerce, or which are used by radio or television stations in broadcasting programs in commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from:

(1) Giving or offering to give, without requiring public disclosure, any sum of money or other material consideration, to any person, directly or indirectly, to induce that person to select, or participate in the selection of, and the broadcasting of, any such records in which respondents, or any of them, have a financial interest of any nature.

(2) Giving or offering to give, without requiring public disclosure, any sum of money, or other material consideration, to any person, directly or indirectly, as an inducement to influence any employee of a radio or television broadcasting station, or any other person, in any manner, to select, or participate in the selection of, and the broadcasting of, any such records in which respondents, or any of them, have a financial interest of any nature.

There shall be "public disclosure" within the meaning of this order, by any employee of a radio or television broadcasting station, or any other person, who selects or participates in the selection and broadcasting of a record when he shall disclose, or cause to have disclosed, to the listening public at the time the record is played, that his selection and broadcasting of such record are in consideration for compensation of some nature, directly or indirectly, received by him or his employer.

It is further ordered, That the complaint in Docket 7791 be, and hereby is, dismissed as to Ben G. Landau individually, but not as an officer of said corporate respondent.

By "Decision of the Commission", etc., in each case, reports of compliance were required as follows:

It is ordered, That the above-named respondents and Ben G. Landau as an officer shall, within sixty (60) days after service upon them of these orders, file with the Commission reports in writing, setting forth in detail the manner and form in which they have complied with the orders to cease and desist.

Issued: May 10, 1960.

By the Commission.

[SEAL] ROBERT M. PARRISH,
Secretary.

[F.R. Doc. 60-5805; Filed, June 28, 1960; 8:47 a.m.]

[Docket 7729 c.o.]

PART 13—PROHIBITED TRADE PRACTICES**Stein's Stores, Inc.**

Subpart—Advertising falsely or misleadingly: § 13.70 *Fictitious or misleading guarantees*; § 13.155 *Prices*: § 13.155-40 *Exaggerated as regular and customary*; § 13.155-80 *Retail as cost, etc., or discounted*. Subpart—Misbranding or mislabeling: § 13.1185 *Composition*: § 13.1185-90 *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, Coghlen Corp. (formerly Stein's Stores, Inc.), New York, N.Y., Docket 7729, May 5, 1960]

This proceeding was heard by a hearing examiner on the complaint of the Commission charging a New York City operator of an interstate chain of some 85 retail stores, with violating the Wool Products Labeling Act by tagging as "Dacron and Worsted", men's suits which were in fact 48 percent dacron, 44 percent wool, and 8 percent rayon, as disclosed by a separate label; and with representing falsely in advertising that certain suits had regularly sold at an excessive price set out as "Value", and were selling at "Factory Price", and that the fabric therein was "guaranteed" without disclosing the extent of the guarantee.

Accepting an agreement for a consent order, the hearing examiner made his initial decision and order to cease and desist which became on May 5 the decision of the Commission.

The order to cease and desist is as follows:

It is ordered, That respondent Coghlen Corp., a corporation, and its officers, representatives, agents, and employees, directly or through any corporate or other device, in connection with the introduction into commerce, or the 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 woolen men's clothing or other "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: Falsely or deceptively stamping, tagging, labeling, or otherwise identifying such products as to the character or amount of the constituent fibers included therein.

It is further ordered, That respondent Coghlen Corp., a corporation, and its officers, representatives, and employees, directly or through any corporate or other device, in connection with the advertising, offering for sale, sale, or distribution of men's clothing or other merchandise in commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from:

A. Representing, directly or indirectly:

1. That any amount is respondent's usual and customary retail price of mer-

chandise when it is in excess of the price at which said merchandise has been customarily and usually sold by respondent in the recent, regular course of its business;

2. That respondent sells its merchandise at the price charged by the factory;

3. That such merchandise is guaranteed, unless the nature and extent of the guarantee, and the manner in which the guarantor will perform thereunder, are clearly and conspicuously set forth;

B. Misrepresenting in any manner the amount of savings available to purchasers of respondent's merchandise.

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

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

Issued: May 5, 1960.

By the Commission.

[SEAL]

ROBERT M. PARRISH,
Secretary.

[F.R. Doc. 60-5806; Filed, June 23, 1960;
8:47 a.m.]

[Docket 7700 c.o.]

PART 13—PROHIBITED TRADE PRACTICES

Wetter Numbering Machine Co., Inc.

Subpart—Discriminating in price under sec. 2, Clayton Act—payment for services or facilities for processing or sale under 2(d): § 13.824 *Advertising expenses*.

(Sec. 6, 38 Stat. 722; 15 U.S.C. 46. Interprets or applies sec. 2, 49 Stat. 1527; 15 U.S.C. 13) [Cease and desist order, Wetter Numbering Machine Company, Inc., Brooklyn, N.Y., Docket 7700, May 10, 1960]

This proceeding was heard by a hearing examiner on the complaint of the Commission charging a Brooklyn, N.Y., manufacturer of typographical numbering machines for the graphic arts industry with violating section 2(d) of the Clayton Act by paying promotional allowances to certain favored customers—such as a payment of \$1,500 for advertising to Foster Type and Equipment Co., Inc., of Philadelphia—while failing to make comparable allowances available to their competitors.

Accepting an agreement for a consent order, the hearing examiner made his initial decision and order to cease and desist which became on May 10 the decision of the Commission.

The order to cease and desist is as follows:

It is ordered, That respondent Wetter Numbering Machine Company, Inc., its officers, employees, agents and representatives, directly or through any corporate or other device, in the course of its business in commerce, as "commerce" is defined in the Clayton Act, as

amended, do forthwith cease and desist from: Making or contracting to make, to or for the benefit of any customer, any payment of anything of value as compensation or in consideration for any advertising or other services or facilities furnished by or through such customer, in connection with the handling, resale or offering for resale of typographical numbering machines manufactured, sold, or offered for sale by respondent, unless such payment or consideration is affirmatively offered or otherwise made available on proportionally equal terms to all other customers competing in the resale or distribution of such products.

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

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

Issued: May 10, 1960.

By the Commission.

[SEAL]

ROBERT M. PARRISH,
Secretary.

[F.R. Doc. 60-5807; Filed, June 23, 1960;
8:47 a.m.]

[File No. 21-90]

PART 92—WOODWORKING MACHINERY INDUSTRY

Promulgation of Trade Practice Rules

Due proceedings having been held under the trade practice conference procedure in pursuance of the Act of Congress approved September 26, 1914, as amended (Federal Trade Commission Act), and other provisions of law administered by the Commission:

It is now ordered, That the trade practice rules as hereinafter set forth, which have been approved by the Commission in this proceeding, be promulgated as of June 24, 1960.

Statement by the Commission. Trade practice rules for the Woodworking Machinery Industry, as hereinafter set forth, are promulgated by the Federal Trade Commission under the trade practice conference procedure. Such rules constitute a revision and extension of the trade practice rules for the Woodworking Machinery Industry promulgated by the Commission on May 3, 1933, and supersede the 1933 rules.

The industry for which these rules are established is composed of persons, firms, corporations and organizations engaged in the manufacture, sale, offering for sale, lease, or distribution of any type of new, rebuilt, or used power-driven machinery which is designed for use in the commercial fabrication of logs and wood into finished or semi-finished products, and which is of such size, weight, or type as not to be easily and conveniently transported by hand; and parts and accessories for such machinery.

The rules are directed to the prevention and elimination of various practices

deemed to be violative of laws administered by the Commission. They are to be applied to such end and to the exclusion of any acts or practices which suppress competition or otherwise restrain trade.

Proceedings for the establishment of these rules were instituted upon application of the Woodworking Machinery Manufacturers' Association. After due consideration of proposals received, proposed rules for the Woodworking Machinery Industry were published by the Commission and made available to all industry members and other interested or affected parties upon public notice whereby they were afforded opportunity to present their views, including such pertinent information, suggestions, or amendments as they desired to offer and to be heard in the premises. Pursuant to such notice, public hearing was held in New York, N.Y., on December 4, 1959, and all matters there presented, or otherwise received in the proceedings, were duly considered by the Commission.

Following such hearing, and upon full consideration of the entire matter, final action was taken by the Commission whereby it approved the rules as hereinafter set forth.

Such rules become operative thirty (30) days from the date of promulgation.

The rules. These rules promulgated by the Commission are designed to foster and promote the maintenance of fair competitive conditions in the interest of protecting industry, trade, and the public. It is to this end, and to the exclusion of any act or practice which fixes or controls prices through combination or agreement, or which unreasonably restrains trade or suppresses competition, or otherwise unlawfully injures, destroys, or prevents competition, that the rules are to be applied.

Group I. The unfair trade practices embraced in the rules herein are considered to be unfair methods of competition, unfair or deceptive acts or practices, or other illegal practices, prohibited under laws administered by the Federal Trade Commission, and appropriate proceedings in the public interest will be taken by the Commission to prevent the use, by any person, partnership, corporation, or other organization subject to its jurisdiction, of such unlawful practices in commerce.

Sec.

92.0 The industry and its products defined.

GROUP I

- 92.1 Misrepresentation (general).
- 92.2 Misrepresentation as to character of business.
- 92.3 Misrepresenting products as conforming to standard.
- 92.4 Guarantees, warranties, etc.
- 92.5 Deception as to rebuilt or second-hand products.
- 92.6 Substitution of products.
- 92.7 Deceptive use or imitation or simulation of trade or corporate names, trade-marks, etc.
- 92.8 Deceptive invoicing, etc.
- 92.9 Defamation of competitors or false disparagement of their products.
- 92.10 Inducing breach of contract.
- 92.11 Enticing away employees of competitors.
- 92.12 Commercial bribery.

- Sec.
92.13 Procurement of competitors' confidential information.
92.14 Tie-in sales—coercing purchase of one product as a prerequisite to the purchase of other products.
92.15 Unfair threats of infringement suits.
92.16 Consignment distribution.
92.17 Prohibited forms of trade restraints (unlawful price fixing, etc.)
92.18 Prohibited exclusive deals.
92.19 Prohibited sales below cost.
92.20 Prohibited discrimination.
92.21 Aiding or abetting use of unfair trade practices.

AUTHORITY: §§ 92.0 to 92.21 issued under sec. 6, 38 Stat. 721; 15 U.S.C. 46. Interpret or apply sec. 5, 38 Stat. 719, as amended; 15 U.S.C. 45.

§ 92.0 The industry and its products defined.

(a) Products of the industry consist of all types of new, rebuilt, or used power-driven machinery which are designed for use in the commercial fabrication of logs and wood into finished or semi-finished products, and which are of such size, weight, or type as not to be easily and conveniently transported by hand; and parts and accessories for such products.

(b) Members of the industry are persons, firms, corporations, and organizations engaged in the manufacture, sale, offering for sale, lease, or distribution of such products.

GROUP I

§ 92.1 Misrepresentation (general).

It is an unfair trade practice to make or publish, or cause to be made or published, by way of advertising, labeling or otherwise, any statement or representation which, directly or by implication, has the capacity and tendency or effect of deceiving purchasers or prospective purchasers as to the grade, quality, quantity, weight, working range, efficiency, use, size, material, finish, origin, character, nature, design, condition, performance, durability, manufacture, distribution, availability, or delivery dates, of any industry product, or part or accessory therefor, or which has the capacity and tendency or effect of deceiving purchasers or prospective purchasers in any other material respect. [Rule 1]

§ 92.2 Misrepresentation as to character of business.

It is an unfair trade practice for any member of the industry to represent, directly or by implication, in his advertising or otherwise, that he is a producer or manufacturer of products of the industry, or that he owns or controls a factory making such products, when such is not the fact, or in any other manner to misrepresent the character, extent, or type of his business. [Rule 2]

§ 92.3 Misrepresenting products as conforming to standard.

In the sale, offering for sale, lease, or distribution of industry products, it is an unfair trade practice to represent, through advertising or otherwise, that such products conform to any standards recognized in or applicable to the industry when such is not the fact. [Rule 3]

§ 92.4 Guarantees, warranties, etc.

(a) In the sale, offering for sale, lease, or distribution of industry products, it is an unfair trade practice for any industry member:

(1) To represent that any industry product is guaranteed unless, prominently and in close conjunction with such representation, the identity of the guarantor, the extent and nature of the guarantee, and any material conditions or limitations relating to the liability of the guarantor under the guarantee, are adequately and nondeceptively disclosed; or

(2) To offer or use any guarantee respecting an industry product under which the guarantor fails to observe his obligations; or

(3) To offer or use any guarantee which is otherwise deceptive or unfair.

(b) This section shall be applicable not only to guarantees but also to warranties, to purported guarantees and warranties, and to any promise or representation in the nature of a guarantee or warranty.

NOTE: On April 26, 1960, the Commission adopted "Guides Against Deceptive Advertising of Guarantees," which are set forth as an appendix to these rules.¹

[Rule 4]

§ 92.5 Deception as to rebuilt or second-hand products.

(a) It is an unfair trade practice for any member of the industry to sell, offer for sale, advertise, or otherwise represent, any industry product as being new when such is not the fact.

(b) In the marketing of industry products which are second-hand or rebuilt, or which contain second-hand or rebuilt parts, it is an unfair trade practice to fail to make full and nondeceptive disclosure, by a conspicuous tag or label firmly attached to the products, and in all advertising and promotional literature relating thereto, of the fact:

(1) That such products are second-hand, rebuilt, or contain rebuilt or second-hand parts, as the case may be; and

(2) That the rebuilding was done by other than the original manufacturer, when such is the case; when the failure to make such disclosure has the capacity and tendency or effect of misleading purchasers or prospective purchasers of such products. [Rule 5]

§ 92.6 Substitution of products.

It is an unfair trade practice for a member of the industry to make an unauthorized substitution of products, where such substitution has the capacity and tendency or effect of misleading or deceiving purchasers, by:

(a) Shipping or delivering industry products which do not conform to samples submitted, to specifications (in bids or otherwise) upon which the sale or lease is consummated, or to representations made prior to securing the order, without advising the purchaser or lessee of the substitution and obtaining his consent thereto prior to making shipment or delivery; or

(b) Falsely representing the reason for making a substitution.

NOTE: Nothing in this section shall be construed as preventing the application of such tolerances as are agreed upon between buyer and seller.

[Rule 6]

§ 92.7 Deceptive use or imitation or simulation of trade or corporate names, trade-marks, etc.

It is an unfair trade practice for any member of the industry:

(a) To imitate or simulate the trademarks, trade names, brands, or labels of competitors, with the capacity and tendency or effect of misleading or deceiving purchasers or prospective purchasers; or

(b) To use any trade name, corporate name, trade-mark, or other trade designation, which has the capacity and tendency or effect of misleading or deceiving purchasers or prospective purchasers as to the name, nature, or origin of any product of the industry, or of any material used therein, or which is false, deceptive, or misleading in any other material respect. [Rule 7]

It is an unfair trade practice for any member of the industry to issue invoices, billings, or sales slips which by reason of misstatements therein or omissions therefrom have the capacity and tendency or effect of deceiving purchasers or prospective purchasers in any material respect. [Rule 8]

§ 92.9 Defamation of competitors or false disparagement of their products.

The defamation of competitors by falsely imputing to them dishonorable conduct, inability to perform contracts, questionable credit standing, or by other false representations, or the false disparagement of the products of competitors in any respect, or of their business methods, selling prices, values, credit terms, policies, or services, is an unfair trade practice. [Rule 9]

§ 92.10 Inducing breach of contract.

(a) Knowingly inducing or attempting to induce the breach of existing lawful contracts between competitors and their customers or their suppliers, or interfering with or obstructing the performance of any such contractual duties or services, under any circumstance having the capacity and tendency or effect of substantially injuring or lessening present or potential competition, is an unfair trade practice.

(b) Nothing in this section is intended to imply that it is improper for any industry member to solicit the business of a customer of a competing industry member; nor is the section to be construed as in anywise authorizing any agreement, understanding, or planned common course of action by two or more industry members not to solicit business from the customers of either of them, or from customers of any other industry member. [Rule 10]

§ 92.11 Enticing away employees of competitors.

It is an unfair trade practice wilfully to entice away employees or sales representatives of competitors with the intent

¹ Copies available at the Federal Trade Commission.

and effect of thereby unduly hampering or injuring competitors in their business and destroying or substantially lessening competition: *Provided*, That nothing in this section shall be construed as prohibiting employees from seeking more favorable employment, or as prohibiting employers from hiring or offering employment to employees of competitors in good faith and not for the purpose of injuring, destroying, or preventing competition. [Rule 11]

§ 92.12 Commercial bribery.

It is an unfair trade practice for a member of the industry, directly or indirectly, to give, or offer to give, or permit or cause to be given, money or anything of value to agents, employees, or representatives of customers or prospective customers, or to agents, employees, or representatives of competitors' customers or prospective customers, without the knowledge of their employers or principals, as an inducement to influence their employers or principals to purchase or contract to purchase products manufactured or sold by such industry member or the maker of such gifts or offer, or to influence such employers or principals to refrain from dealing in the products of competitors or from dealing or contracting to deal with competitors. [Rule 12]

§ 92.13 Procurement of competitors' confidential information.

It is an unfair trade practice for any member of the industry to obtain information concerning the business of a competitor by bribery of an employee or agent of such competitor, by false or misleading statements or representations, by the impersonation of one in authority, or by any other unfair means, and to use the information so obtained so as to injure said competitor in his business or to suppress competition or unreasonably restrain trade. [Rule 13]

§ 92.14 Tie-in sales—coercing purchase of one product as a prerequisite to the purchase of other products.

The practice of coercing the purchase of one or more products as a prerequisite to the purchase of one or more other products, where the effect may be substantially to lessen competition or tend to create a monopoly or unreasonably to restrain trade, is an unfair trade practice. [Rule 14]

§ 92.15 Unfair threats of infringement suits.

The circulation of threats of suit for infringement of patents or trade-marks among customers or prospective customers of competitors, not made in good faith but for the purpose or with the effect of thereby harassing or intimidating such customers or prospective customers, or of unduly hampering, injuring, or prejudicing competitors in their business, is an unfair trade practice. [Rule 15]

§ 92.16 Consignment distribution.

(a) It is an unfair trade practice for any member of the industry to employ the practice of shipping industry products on consignment without the express request or prior consent of the purchasers.

(b) It is an unfair trade practice for any member of the industry to employ the practice of shipping industry products on consignment or pretended consignment for the purpose and with the effect of artificially clogging or closing trade outlets and unduly restricting competitors' use of said trade outlets in getting their products to purchasers through regular channels of distribution, thereby injuring, destroying, or preventing competition or tending to create a monopoly or unreasonably to restrain trade.

(c) Nothing in this section shall be construed to authorize any understanding or agreement, combination or conspiracy, or planned common course of action, by and between industry members, mutually to conform or restrict their practice of shipping goods on consignment with the intent or effect of lessening competition. [Rule 16]

§ 92.17 Prohibited forms of trade restraints (unlawful price fixing, etc.).²

It is an unfair trade practice for any member of the industry, either directly or indirectly, to engage in any planned common course of action, or to enter into or take part in any understanding, agreement, combination, or conspiracy, with one or more members of the industry, or with any other person or persons, to fix or maintain the price of any goods or otherwise unlawfully to restrain trade; or to use any form of threat, intimidation, or coercion to induce any member of the industry or other person or persons to engage in any such planned common course of action, or to become a party to any such understanding, agreement, combination, or conspiracy. [Rule 17]

§ 92.18 Prohibited exclusive deals.

It is an unfair trade practice for any member of the industry to lease, or contract to sell or sell any industry product, or to fix a price charged therefor, or discount from, or rebate upon, such price, on the condition, agreement, or understanding that the lessee or purchaser thereof shall not use or deal in the products of a competitor or competitors of such industry member, where the effect of such lease, sale or contract for sale,

²The inhibitions of this section are subject to Public Law 542, approved July 14, 1952, 66 Stat. 632 (the McGuire Act) which provides that with respect to a commodity which bears, or the label or container of which bears, the trade-mark, brand, or name of the producer or distributor of such commodity and which is in free and open competition with commodities of the same general class produced or distributed by others, a seller of such a commodity may enter into a contract or agreement with a buyer thereof which establishes a minimum or stipulated price at which such commodity may be resold by such buyer when such contract or agreement is lawful as applied to intrastate transactions under the laws of the State, Territory, or territorial jurisdiction in which the resale is to be made or to which the commodity is to be transported for such resale, and when such contract or agreement is not between manufacturers, or between wholesalers, or between brokers, or between factors, or between retailers, or between persons, firms, or corporations in competition with each other.

or such condition, agreement, or understanding, may be substantially to lessen competition or tend to create a monopoly in any line of commerce. [Rule 18]

§ 92.19 Prohibited sales below cost.

(a) The practice of selling products of the industry at a price less than the cost thereof to the seller, with the purpose or intent, and where the effect is, or where there is a reasonable probability that the effect will be, to substantially injure, suppress, or stifle competition or tend to create a monopoly, is an unfair trade practice.

(b) This section is not to be construed as prohibiting all sales below cost, but only such selling below the seller's cost as is resorted to and pursued with the wrongful intent or purpose referred to and where the effect is, or where there is reasonable probability that the effect will be, to substantially injure, suppress, or stifle competition or to create a monopoly. Among the situations in which the requisite purpose or intent would ordinarily be lacking are cases in which such sales were: (1) Made under judicial process; or (2) made in bona fide discontinuance of business in the goods concerned.

(c) As used in paragraphs (a) and (b) of this section, the term "cost" means the respective seller's cost and not an average cost in the industry whether such average cost be determined by an industry cost survey or some other method. It consists of the total outlay or expenditure by the seller in the acquisition, production, and distribution of the products involved, and comprises all elements of cost such as labor, material, depreciation, taxes (except taxes on net income and such other taxes as are not properly applicable to cost), and general overhead expenses, incurred by the seller in the acquisition, manufacture, processing, preparation for marketing, sale, and delivery of the products. Not to be included are dividends or interest on borrowed or invested capital, or non-operating losses, such as fire losses and losses from the sale or exchange of capital assets. Operating cost should not be reduced by items of nonoperating income, such as income from investment, and gain on the sale of capital assets.

(d) Nothing in this section shall be construed as relieving an industry member from compliance with any of the requirements of the Robinson-Patman Act. [Rule 19]

§ 92.20 Prohibited discrimination.³

(a) *Prohibited discriminatory prices, rebates, refunds, discounts, credits, etc.,*

³As used in this section, the word "commerce" means "trade or commerce among the several States and with foreign nations, or between the District of Columbia or any Territory of the United States and any State, Territory, or foreign nation, or between any insular possessions or other places under the jurisdiction of the United States, or between any such possession or place and any State or Territory of the United States or the District of Columbia or any foreign nation, or within the District of Columbia or any Territory or any insular possession or other place under the jurisdiction of the United States."

which effect unlawful price discrimination. It is an unfair trade practice for any member of the industry engaged in commerce, in the course of such commerce, to grant or allow, secretly or openly, directly or indirectly, any rebate, refund, discount, credit, or other form of price differential, where such rebate, refund, discount, credit, or other form of price differential, effects a discrimination in price between different purchasers of goods of like grade and quality, where either or any of the purchases involved therein are in commerce, and where the effect thereof may be substantially to lessen competition or tend to create a monopoly in any line of commerce, or to injure, destroy, or prevent competition with any person who either grants or knowingly receives the benefit of such discrimination, or with customers of either of them: *Provided, however:*

(1) That the goods involved in any such transaction are sold for use, consumption, or resale within any place under the jurisdiction of the United States, and are not purchased by schools, colleges, universities, public libraries, churches, hospitals, and charitable institutions not operated for profit, as supplies for their own use;

(2) That nothing contained in this paragraph shall prevent differentials which make only due allowance for differences in the cost of manufacture, sale, or delivery resulting from the differing methods or quantities in which such commodities are to such purchasers sold or delivered;

NOTE: Cost justification to be based on net savings in cost of manufacture, sale or delivery. Cost justification under subparagraph (2) of this paragraph depends upon net savings in cost based on all facts relevant to the transactions under the terms of such subparagraph. For example, if a seller regularly grants a discount based upon the purchase of a specified quantity by a single order for a single delivery, and this discount is justified by cost differences, it does not follow that the same discount can be cost justified if granted to a purchaser of the same quantity by multiple orders or for multiple deliveries.

(3) That nothing contained in this section shall prevent persons engaged in selling goods, wares, or merchandise in commerce from selecting their own customers in bona fide transactions and not in restraint of trade;

(4) That nothing contained in this paragraph shall prevent price changes from time to time where made in response to changing conditions affecting the market for or the marketability of the goods concerned, such as but not limited to, distress sales under court process, or sales in good faith in discontinuance of business in the goods concerned;

(5) That nothing contained in this section shall prevent the meeting in good faith of an equally low price of a competitor.

NOTE: Subsection (b) of Section 2 of the Clayton Act, as amended, reads as follows:

"Upon proof being made, at any hearing on a complaint under this section, that there has been discrimination in price or services or facilities furnished, the burden of re-

butting the prima facie case thus made by showing justification shall be upon the person charged with a violation of this section, and unless justification shall be affirmatively shown, the Commission is authorized to issue an order terminating the discrimination: *Provided, however,* That nothing herein contained shall prevent a seller rebutting the prima facie case thus made by showing that his lower price or the furnishing of services or facilities to any purchaser or purchasers was made in good faith to meet an equally low price of a competitor, or the services or facilities furnished by a competitor."

(b) *Examples of prohibited price differential practices.* The following are examples of price differential practices to be considered as subject to the prohibitions of paragraph (a) of this section when involving goods of like grade and quality which are sold for use, consumption, or resale within any place under the jurisdiction of the United States, and which are not purchased by schools, colleges, universities, public libraries, churches, hospitals, and charitable institutions not operated for profit, as supplies for their own use, and when:

(1) The commerce requirements specified in paragraph (a) of this section are present; and

(2) The price differential has a reasonable probability of substantially lessening competition or tending to create a monopoly in any line of commerce, or of injuring, destroying, or preventing competition with the industry member or with the customer receiving the benefit of the price differential, or with customers of either of them; and

(3) The price differential is not justified by cost savings (see paragraph (a) (2) of this section); and

(4) The price differential is not made in response to changing conditions affecting the market for or the marketability of the goods concerned (see paragraph (a) (4) of this section); and

(5) The lower price was not made to meet in good faith an equally low price of a competitor (see paragraph (a) (5) of this section).

Example No. 1. The granting of a discount on a purchase made by a customer which is not granted on purchases made by all other customers, or which is not granted in the same amount on the purchases of all other customers.

Example No. 2. At the end of a given period an industry member grants a discount to a customer equivalent to a fixed percentage of the total of such customer's purchases during the period and fails to grant a discount of the same percentage to all other customers on their purchases during such period.

Example No. 3. An industry member sells goods to one or more of his customers at a higher price than he charges other customers for like merchandise. It is immaterial whether or not such discrimination is attended by misrepresentation as to the grade and quality of the products sold.

Example No. 4. Terms of 2/10th prox. are granted by an industry member to some customers on goods purchased by them from the industry member. Another customer or customers are, nevertheless, allowed to take an additional discount when making payment to the industry member within the time prescribed.

NOTE: As previously indicated, the foregoing are examples of practices to be con-

sidered violative of the prohibitions of paragraph (a) of this section when involving goods of like grade and quality and when not subject to the other exemptions, exclusions, or defenses set forth in this paragraph.

(c) *Prohibited brokerage and commissions.* It is an unfair trade practice for any member of the industry engaged in commerce, in the course of such commerce, to pay or grant, or to receive or accept, anything of value as a commission, brokerage, or other compensation, or any allowance or discount in lieu thereof, except for services rendered in connection with the sale or purchase of goods, wares, or merchandise, either to the other party to such transaction or to an agent, representative, or other intermediary therein where such intermediary is acting in fact for or in behalf, or is subject to the direct or indirect control, of any party to such transaction other than the person by whom such compensation is so granted or paid.

(d) *Prohibited advertising or promotional allowances, etc.* It is an unfair trade practice for any member of the industry engaged in commerce to pay or contract for the payment of advertising or promotional allowances or any other thing of value to or for the benefit of a customer of such member in the course of such commerce as compensation or in consideration for any services or facilities furnished by or through such customer in connection with the processing, handling, sale, or offering for sale of any products or commodities manufactured, sold, or offered for sale by such member, unless such payment or consideration is available on proportionally equal terms to all other customers competing in the distribution of such products or commodities.

(e) *Prohibited discriminatory services or facilities.* It is an unfair trade practice for any member of the industry engaged in commerce to discriminate in favor of one purchaser against another purchaser or purchasers of a commodity bought for resale, with or without processing, by contracting to furnish or furnishing, or by contributing to the furnishing of, any services or facilities connected with the processing, handling, sale, or offering for sale of such commodity so purchased upon terms not accorded to all competing purchasers on proportionally equal terms.

NOTE: See subsection (b) of section 2 of the Clayton Act, as amended, which is set forth in the note concluding paragraph (a) of this section.

(f) *Inducing or receiving an illegal discrimination in price.* It is an unfair trade practice for any person engaged in commerce, in the course of such commerce, knowingly to induce or receive a discrimination in price which is prohibited by the foregoing provisions of paragraphs (a) to (e) of this section. [Rule 20]

§ 92.21 Aiding or abetting use of unfair trade practices.

It is an unfair trade practice for any person, firm, or corporation to aid, abet, coerce, or induce another, directly or indirectly, to use or promote the use of

any unfair trade practice specified in this part. [Rule 21]

Issued: June 21, 1960.

By direction of the Commission,

[SEAL] ROBERT M. PARRISH,
Secretary.

[F.R. Doc. 60-5808; Filed, June 23, 1960; 8:48 a.m.]

Title 32—NATIONAL DEFENSE

Chapter VII—Department of the Air Force

SUBCHAPTER J—AIR FORCE PROCUREMENT INSTRUCTIONS

MISCELLANEOUS AMENDMENTS TO SUBCHAPTER

The following miscellaneous amendments are issued to this subchapter:

PART 1009—PATENTS, DATA, AND COPYRIGHTS

Subpart A—Patents

1a. In § 1009.107-2(a), subparagraphs (1) and (2), the symbol "WADC" is changed to "WADD".

b. In paragraph (b), subparagraph (1) is revised to read as follows:

§ 1009.107-2 License rights; domestic contracts.

(b) * * *
(1) All such material will be processed according to the procedure in Subpart K, Part 1011 of this chapter. BOB approval No. 22-R160 authorizes submission of DD Form 882, "Reports of Inventions and Subcontracts," by contractors (see §§ 9.107-2(b) and 16.809 of this title). This clearance also includes authority for obtaining "Invention Disclosure Reports" from contractors pursuant to requirements of paragraph (c) (i) of the clause in § 9.107-2(b) of this title.

2. Section 1009.107-3 is revised to read as follows:

§ 1009.107-3 License rights; foreign contracts.

Material required by the provisions of the Patent Rights clause (§ 9.107-3 of this title) will be furnished and processed according to § 1009.107-2(b) (1) and (2). DD Form 882 has also been approved and BOB Approval No. 22R-160 has been extended for optional use by contractors in reporting information required by the clause.

Subpart B—Data and Copyrights

1a. In § 1009.202-1(a), the material preceding the clause in subparagraph (4) (i), and the clause, are revised to read as follows:

§ 1009.202-1 Acquisition of data.

(a) * * *
(4) * * *
(i) * * *

Contract schedules will not contain the statement "No charge for data." IFB's and RFP's should contain a provision as follows:

DATA PRICING

Bidders or offerers are requested to insert opposite the data items the price of such data. If the bidder or offerer does not insert price as requested above, or inserts the words "No charge for data" or similar language, the data price will be considered to be included in the cost of the appropriate end items.

b. In paragraph (c), a subparagraph (4) is added as follows:

(c) * * *

(4) Clause as to rights in data in contracts for experimental, developmental or research work. Where the appropriate "Data" clause or clauses of § 9.203 of this title are included in a contract which has as one of its principal purposes experimental, developmental or research work, the "Rights in Data" clause of paragraph (b) (1) of this section will be included in the Schedule of the Contract.

Subpart J—Processing of Purchase Requests and Military Interdepartmental Purchase Requests for Review

1. Section 1009.1002(b) (1), (2) and (3) is revised as follows:

§ 1009.1002 Activity of the staff judge advocate and exceptions to recommendations.

* * * * *

(b) * * *
(1) AMC by the Deputy for Procurement, Hq AMC, on the written recommendation of AMC field procurement activities and AMC centers.

(2) ARDC by the Director of Procurement, Hq ARDC.

(3) Procuring activities other than subparagraphs (1) and (2) of this paragraph, according to the directives of each activity.

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

PART 1010—BONDS AND INSURANCE

Subpart A—Bonds

1. The title of Subpart A is changed as shown above.

2. Section 1010.102-51 is revised to read as follows:

§ 1010.102-51 Bid bonds for construction contracts.

Only individual bid bonds (Standard Form 24) will be used for construction contracts. If a bid bond is required, the penal amount therein should be generally 20 percent of the bid price.

2. Section 1010.102-52 is added as follows:

§ 1010.102-52 Bid bonds for sale of Government property.

(a) Two bid bond forms have been designed specifically for the sale of Government property by the Air Force. The specific or one-time bid bond is AFPI Form 90, "Bid Bond (Sale of Government Property)." The annual bid bond is AFPI Form 91, "Annual Bid Bond (Sale of Government Property)." These bid

bonds are listed in § 1016.805-50 of this chapter.

(b) AFPI Forms 90 and 91 will be used for the sale of contractor inventory and termination inventory as well as the sale of surplus Government property. No other bid bond forms are authorized for use in connection with the sale of Government property.

(c) The instructions on the reverse side of each bond form will be strictly adhered to in preparing and completing the bond forms. Any deviation from either bid bond form, including the instructions, is authorized only with the prior written approval of the Commander, AMC.

(d) If a bid bond is required in connection with the sale of Government property such bond will be prepared on AFPI Form 90 and the penal amount thereof will be determined by the AF official responsible for conducting the sale (see AFM 67-1).

(e) If a bidder elects to furnish an annual bid bond, such bond will be prepared on AFPI Form 91 and submitted in duplicate to AMC (MCJCR) for review and filing of the original with the General Accounting Office. When such annual bid bond has been approved, the bond may be used throughout the Air Force. If the bid made in connection with the sale of Government property indicates that the bidder has an annual bid bond on file, verification may be obtained from AMC (MCJCR).

3. Section 1010.103 is revised to read as follows:

§ 1010.103 Performance bonds.

§ 1010.103-1 Performance bonds for contracts other than construction contracts.

See § 10.103-1 of this title.

(a) See § 10.103-1(a) of this title.

(b) A performance bond will not be required without the specific prior approval of a chief or deputy chief of a buying division or a purchasing office as appropriate to the location of the PCO. When such bonds are authorized, the penal sum will usually be no less than 20%, and only rarely will it exceed 40% of the total amount of the contract. If a contract is increased in price to cover new or additional work, the PCO will determine whether an additional bond will be required. The consent of surety set forth in § 1010.203(a) may be accepted in lieu of the additional bond.

(c) Requests for determinations in specified classes of cases will be forwarded through channels to DCS/M, Attn: AFMPP-PR. The need for the class determination shall be fully documented. Attach six copies of the determination proposed for signature.

(d) to (e) See § 10.103-1(d) to (e) of this title.

§ 1010.103-2 Performance bonds in connection with construction contracts.

(a) Performance bonds of less than 100% of the contract price at time of award shall not be prescribed without the specific prior approval of a chief or deputy chief of a buying division or purchasing office as appropriate to the loca-

tion of the PCO. The advantages to the Government which would result from requiring less than a 100% performance bond must be documented.

(b) Performance and payment bonds are not required on a construction contract not exceeding \$2,000. However, if the amount of such contract is increased beyond \$2,000, a performance bond and a payment bond will be required and will be based upon the total contract price, which means the original price plus the increases thereto.

(c) The Secretary of the Air Force has waived requirement of performance and payment bonds with respect to all cost-reimbursement type contracts involving construction. However, in unusual circumstances, bonds may be required if authorized in advance by the Commander, AMC. This authority has been delegated by the Commander, AMC, to Directors and Deputy Directors of Procurement and Production, Hq AMC. Submit any request for authorization to the AMC (MCPF), with statement of facts justifying requirement.

§ 1010.103-3 Annual performance bonds.

All annual performance bonds must be submitted to MCJCR, in duplicate, for review, approval, and filing of the original with the General Accounting Office. Use Standard Form 35, "Annual Performance Bond." Such bonds are not authorized without prior approval of the Procurement Law Division (MCJC), Hq AMC.

4. Section 1010.104 is revised as follows:

§ 1010.104 Payment bonds.

§ 1010.104-1 Payment bonds in connection with contracts other than construction contracts.

Such bonds are not authorized without prior approval from Pricing and Negotiation Division (MCPF), Hq AMC.

§ 1010.104-2 Payment bonds in connection with construction contracts.

See § 10.104-2 of this title.

(a) See § 10.104-2(a) of this title.

(b) See § 1010.103-2(b) regarding requirements for payment bonds for contracts initially less than \$2,000 which are increased over that amount.

(c) See § 1010.103-2(c) regarding waiver of payment bonds with respect to cost-reimbursement type construction contracts.

5. Section 1010.105 is revised to read as follows:

§ 1010.105 Advance payment bonds.

Such bonds are not authorized without prior approval of MCPF.

6. Section 1010.108-54 is revised to read as follows:

§ 1010.108-54 Authority to substitute surety bonds.

The Commander, AMC, is authorized to act for the Secretary in accepting a new surety bond in substitution for a bond previously approved covering part or all of the same obligation, and in au-

thorizing the notification of the principal and surety on the bond originally furnished that it will not be considered as security for any default occurring subsequent to the date of approval of the new bond. The Commander, AMC has not delegated the authority to relieve an original surety of liability with respect to default occurring subsequent to the date of approval of a substitute bond but has delegated the authority to accept substitute surety to MCJC without power of redelegation. Requests for approval to accept substitute surety will be referred to MCJCR for action.

7. Section 1010.108-56 is added as follows:

§ 1010.108-56 Evaluation of individual sureties.

The contracting officer, in evaluating bonds and consents of surety underwritten by individual sureties, must first ascertain that all documents, including the Affidavits of Individual Surety required by Instruction No. 2 on the reverse of Standard Forms 24, "Bid Bond," 25, "Performance Bond," and 25A, "Payment Bond," have been completely filled out and are properly executed. The contracting officer must next ascertain that each individual surety justifies his net worth "in a sum not less than the penalty of the bond" as required by Instruction No. 3 on the reverse of Standard Form 28, "Affidavit of Individual Surety". Since individual sureties are jointly and severally liable in the event of default by the principal, each individual surety must list on Standard Form 28 a net worth at least equal to the total penal amount(s) of the bond(s) or consent of surety. Example: If performance and payment bonds on a Construction contract have penal amounts of \$4,000 and \$2,000 respectively, each individual surety must show a net worth of at least \$6000 to have the contracting officer accept his underwriting of such bonds. Normally net worth is the difference between the block on Standard Form 28 titled "Amount I am Worth in Real Estate and Personal Property, etc." and the total of the blocks titled "All Mortgages or Other Encumbrances, etc." and "All Other Bonds, etc.". Example: If an individual surety designates in the appropriate blocks on Standard Form 28 that he is worth \$50,000 in real estate and personal property, that he has mortgages and other encumbrances totaling \$17,000 and that he is presently a surety of other bonds with total penal amounts of \$8,000, his net worth would be \$25,000. In determining the net worth of an individual surety, however, the contracting officer is expected to exercise judgment in considering all relevant information furnished by the individual surety on Standard Form 28. Example: The contracting officer should normally consider the "fair value" of real estate rather than the "assessed value" for taxation purposes. However, there may be situations where the assessed value is a more realistic figure for determining net worth, and in those cases, the figure in the "Assessed Value" block

on Standard Form 28 should be used. If the contracting officer cannot make a determination of net worth on the basis of information furnished on Standard Form 28, he should require the individual surety to furnish additional information. As a general rule, the contracting officer should not require extrinsic evidence of an individual surety's net worth (other than Standard Form 28) unless Standard Form 28 is not filled out completely or properly, or unless the contracting officer has reason to believe that the individual surety's statements on Standard Form 28 do not reflect his true net worth. When the contracting officer is satisfied that the net worth is adequate and he has completed his review of the bond(s) or consent of surety, they should be distributed according to § 1053.603(d) of this chapter. In the event the contracting officer has any doubt or question concerning legal sufficiency, the advice of the staff judge advocate serving the facility should be obtained before making distribution.

Subpart B—Sureties on Bonds

1. Sections 1010.201-50 and 1010.201-52 are revised to read as follows:

§ 1010.201-50 Corporate sureties, acceptability.

A list of approved sureties is published annually by the Treasury Department (TD Circular 570). This list indicates the maximum penal sum for which any corporate surety may underwrite any one obligation. On or before April 1st in each year, publications distribution officers (PDO's) will submit requirements for TD Circular 570 to the Air Force Publications Distribution Center, Washington 25, D.C., and the Center will make distribution of TD Circular 570 to the PDO's. Only sureties appearing on the Treasury list and not in excess of the underwriting limits stated therein will be accepted in the United States, its Territories and Possessions. Foreign procurement activities may use sureties not appearing on TD Circular 570 if determined by the contracting officer to be in the best interest of the Government.

§ 1010.201-52 Individual sureties.

Individual sureties are acceptable as sureties for all types of bonds. The Staff Judge Advocate (MCJCR), Hq AMC, will evaluate and approve use of individual sureties on all annual bid bonds. The contracting officer, using § 1010.108-56 as a guide, will evaluate and approve use of individual sureties on all bonds other than annual bid bonds.

2. In § 1010.203(a), footnote 1 is revised to read as follows:

§ 1010.203 Consent of surety.

¹ The penal amounts shall be increased as determined by the contracting officer. See §§ 1010.103-1(b), 1010.103-2(b) and 1010.104-2(b). The penalty of the payment bond shall not be increased beyond two million five hundred thousand dollars.

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

PART 1011—FEDERAL, STATE, AND LOCAL TAXES

Subpart A—Federal Excise Taxes

Subpart A is revised as follows:

Sec.	
1011.101	Retailers excise taxes.
1011.101-1	General.
1011.101-2	Jewelry and related items.
1011.101-3	Furs.
1011.101-4	Toilet preparations.
1011.101-5	Luggage and handbags.
1011.101-6	Special fuels.
1011.102	Manufacturers excise tax.
1011.102-1	General.
1011.102-2	Motor vehicles.
1011.102-3	Tires and tubes.
1011.102-4	Gasoline.
1011.102-5	Lubricating oils.
1011.102-6	Household type equipment.
1011.102-7	Radio and television receiving sets, phonographs and records.
1011.102-8	Musical instruments.
1011.102-9	Sporting goods.
1011.102-10	Photographic equipment.
1011.102-11	Firearms, shells, and cartridges.
1011.102-12	Business machines.
1011.102-13	Pens, mechanical pencils, and lighters.
1011.102-14	Matches.
1011.103	Excise taxes on facilities and services.
1011.104	Use tax on highway motor vehicles.

AUTHORITY: §§ 1011.101 to 1011.104 issued under sec. 8012, 70A Stat. 418; 10 U.S.C. 8012. Interpret or apply secs. 2301-2314, 70A Stat. 127-133; 10 U.S.C. 2301-2314.

§ 1011.101 Retailers excise taxes.

§ 1011.101-1 General.

When title passes, and thus when a tax attaches, depends upon the intention of the parties as gathered from the contract and attendant circumstances. In the absence of expressed intention, the legal rules of presumption in the jurisdiction where the sale is made govern in determining when title passes. Generally, title passes upon delivery of an article to a purchaser or to a carrier for a purchaser. If an article purchased under a contract is returned to a retailer, before or after use, because of a defect or failure under a warranty in the contract, and a new article of the same kind is delivered without charge in exchange, the exchange transaction is not taxable.

§ 1011.101-2 Jewelry and related items.

See § 11.101-2 of this title.

§ 1011.101-3 Furs.

If fur on the hide or pelt is supplied to a dresser or dryer of fur skins or to a manufacturer or repairer of fur articles, who produces a taxable article for use of the supplier of the fur, the tax applicable to such transaction is computed upon the fair retail market value of the finished article. Generally, the fair retail market value may be considered as the sales price at which the same or a similar finished article is sold by retailers generally in the ordinary course of retail trade. (Sec. 320.41, TR 51.)

§ 1011.101-4 Toilet preparations.

See § 11.101-4 of this title.

§ 1011.101-5 Luggage and handbags.

See § 11.101-5 of this title.

§ 1011.101-6 Special fuels.

Diesel fuel and special motor fuel procured by delivery order under a Military Petroleum Supply Agency contract are tax-exclusive unless delivered by the contractor into the tank of a highway motor vehicle. Small purchases of fuel, other than AF Form 15 purchases, not under a Military Petroleum Supply Agency contract, will be tax-exclusive unless all the fuel purchased under the contract is for a taxable use. If fuel, which has been procured tax-free, is used for a taxable purpose, the activity using the fuel must make quarterly payment of the tax directly to the Internal Revenue Service on TD Form 720, "Quarterly Federal Excise Tax Return." Commanders of installations and activities will establish procedures to insure that such taxes are paid when due. Refunds or credits for certain uses of tax-paid fuels will not be claimed unless the amount recoverable exceeds \$100. Refunds or credits will be obtained by adjustment of the contract price. Evidence of such nontaxable use may be furnished. See § 1011.205(a)(2) for exemption certificate.

§ 1011.102 Manufacturers excise tax.

§ 1011.102-1 General.

When title passes, and thus when a tax attaches, depends upon the intention of the parties as gathered from the contract and attendant circumstances. In the absence of expressed intention, the legal rules of presumption in the jurisdiction where the sale is made govern in determining when title passes. Generally, title passes upon delivery of an article to a purchaser or to a carrier for a purchaser.

§ 1011.102-2 Motor vehicles.

(a) *Chassis and bodies.* The chassis and the body are treated separately for tax purposes. Thus, the chassis and the body may be taxable at different rates although combined. The respective selling prices of the body and chassis must include all instruments, parts, and accessories made a part thereof, or attached to, or sold in connection therewith. If doubt exists as to whether a part or accessory should be included in the sale price of the body or of the chassis, the custom of selling such part or accessory with either body or chassis, when sold separately, will govern. If a purchaser of a taxpaid chassis attaches thereto a body manufactured by him and sells the completed vehicle, he is liable for the tax on the sale price of the body. If the completed vehicle is sold for a lump sum, the tax attaches to the lump sum, unless the sale price of the body is stated as a separate item on the invoice to the customer, or unless such sale price can be established by adequate records. A like rule applies where the manufacturer of a chassis installs thereon a tax-paid body and sells the completed vehicle. Bodies are exempt from tax when sold by the manufacturer to a manufacturer of auto-

mobiles to be sold by the purchaser; however, a chassis manufacturer who purchases a body tax-free is required to pay tax on his sale of the completed vehicle as the manufacturer of both chassis and body. There is no provision permitting a manufacturer of automobile chassis to sell such chassis tax free to manufacturers of automobile bodies.

(b) Internal Revenue Rulings have held this tax inapplicable to motor driven machines not designed for highway use, or barred from such use because of overweight, overwidth or for any other reason. Similar rulings apply to trailers (oxygen or bomb dollies) not constructed primarily for highway use or not adaptable for such use without adjustment. Replacement parts for such vehicles, if interchangeable between taxable and nontaxable vehicles, are taxable.

§ 1011.102-3 Tires and tubes.

See § 11.102-3 of this title.

§ 1011.102-4 Gasoline.

(a) Aircraft gasoline procured by delivery orders under Military Petroleum Supply Agency contracts will be tax exclusive; other gasoline so procured will be tax inclusive. Refund will not be claimed.

(b) Purchases of aircraft gasoline on AF Form 15 will include Federal excise taxes. An exemption certificate will not be issued.

§ 1011.102-5 Lubricating oils.

(a) Lubricating oils, including oils for cutting, procured by delivery orders under a Military Petroleum Supply Agency contract normally include a tax. Small purchases of oil, not under a Military Petroleum Supply Agency contract, will include a tax only to the extent required by the Internal Revenue Code.

(b) Exemption certificates (Sec. 314.43, TR 44): An exemption certificate is available if lubricating oils are sold by the manufacturer directly for non-lubricating purposes, provided that:

(1) The manufacturer has definite knowledge, prior to or at the time of sale, that the product is purchased for such purposes.

(2) An appropriate certificate is furnished the manufacturer. This exemption will be used in any case in which use appears advantageous. See § 1011.205(a)(3).

(c) Refunds and credits will not be claimed unless the amount recoverable exceeds \$100. Refunds or credits will be obtained by adjustment of the contract price.

§ 1011.102-6 Household type equipment.

See § 11.102-6 of this title.

§ 1011.102-7 Radio and television receiving sets, phonographs and records.

See § 11.102-7 of this title.

§ 1011.102-8 Musical instruments.

See § 11.102-8 of this title.

§ 1011.102-9 Sporting goods.

See § 11.102-9 of this title.

§ 1011.102-10 Photographic equipment.

See § 11.102-10 of this title.

§ 1011.102-11 Firearms, shells, and cartridges.

The term "firearms" includes all portable weapons, such as rifles, carbines, machine guns, shotguns, and fowling pieces, from which a shot, bullet, or projectile may be discharged by an explosive. The terms "shells" and "cartridges" include all combinations of projectile, explosive, and container which are designed, assembled, and ready for use without further manufacturing in portable firearms, including pistols and revolvers. Generally, clearly identified orders or contracts of a military department when signed by an authorized officer of such department will be accepted in support of the exemption. In the absence of such orders or contracts, a statement signed by an authorized officer of a military department that the firearms, shells, or cartridges were purchased with funds appropriated for the military departments will be acceptable. Procurements involving the purchase of "firearms", "shells" or "cartridges" for the Air Force will be exclusive of Federal excise taxes.

§ 1011.102-12 Business machines.

See § 11.102-12 of this title.

§ 1011.102-13 Pens, mechanical pencils, and lighters.

See § 11.102-13 of this title.

§ 1011.102-14 Matches.

See § 11.102-14 of this title.

§ 1011.103 Excise taxes on facilities and services.

It is not necessary that the transportation be between two definite points. If not otherwise exempt, a payment for continuous transportation beginning and ending at the same point is subject to tax. A tax exemption is applicable if a motor vehicle or "air taxi" (under 12,500 pounds gross take-off weight) has a seating capacity of less than 10 adult passengers, including the operator, and is not operated on an established line. The tax does not apply to payments for transportation if the charge is 60 cents or less. The exemption is determined by the amount paid for a one-way trip. An amount paid for the charter of a car, train, motor vehicle, aircraft, or boat is exempt from tax if the payment represents a per capita charge of 60 cents or less for each person actually transported. Any amount paid for eating or sleeping accommodations is not subject to tax if the amount of the related payment for transportation is 60 cents or less.

§ 1011.104 Use tax on highway motor vehicles.

See § 11.104 of this title.

Subpart B—Exemptions From Federal Excise Taxes

Subpart B is revised as follows:

Sec.

1011.201 Retailers excise taxes.

1011.202 Manufacturers excise taxes.

Sec.

1011.203 Supplies and services for the exclusive use of the United States.

1011.204 Exemptions from other federal taxes.

1011.205 Tax exemption forms.

AUTHORITY: §§ 1011.201 to 1011.205 issued under sec. 8012, 70A Stat. 488; 10 U.S.C. 8012. Interpret or apply secs. 2301-2314, 70A Stat. 127-133; 10 U.S.C. 2301-2314.

§ 1011.201 Retailers excise taxes.

See § 11.201 of this title.

(a) See § 11.201(a) of this title.

(b) Temporary storage or delays are not inconsistent with immediate export or shipment to a possession. To qualify for the exemption of sales for export or for shipment to a possession or to Puerto Rico, two conditions must be met:

(1) The supplies must be certified as having been sold by the manufacturer (if the tax is a manufacturer's excise tax) or the retailer (if the tax is a retailer's excise tax) for export or shipment to a possession. The words "for export or shipment to a possession or to Puerto Rico" incorporated into or stamped on a contract or purchase order, is acceptable to the Internal Revenue Service as satisfactory evidence that the sale has been made for export or shipment to a possession or to Puerto Rico.

(2) The supplies must be exported or shipped to a possession or to Puerto Rico in due course. The responsible officer at the port of embarkation will furnish a certificate of export or shipment to a possession or to Puerto Rico to the contracting officer, together with a statement as to where the shipping documents are being retained. Proof of export or shipment will be furnished by the contracting officer to the contractor in the form set forth in § 1011.205(a)(4). Intention to export or ship the supplies to a possession or to Puerto Rico should be specified in the contract initially or by amendment. If included initially in a fixed-price contract, the contract price must exclude the retailer's or manufacturer's excise tax; if included by amendment, a downward adjustment of the contract price may be required.

(c) Sales to retailers for resale: See § 11.202(c) of this title and § 1011.202(c) of this chapter.

§ 1011.202 Manufacturers excise taxes.

(a) See § 11.202(a) of this title.

(b) See § 11.201(b) of this title and § 1011.201(b) of this chapter.

(c) Exemption will be claimed only when, at the time of purchase, a determination is made by the contracting officer that the supplies are intended for use in "vessels of war" of the United States and the administrative burden of obtaining the exemption would not outweigh the benefits which would be derived from use of the exemption. If the exemption is claimed, the contract will specifically provide that the tax is not included in the price. Contracting officers will furnish exemption certificates to a contractor in the form set forth in § 1011.205(a)(1).

(d) See § 11.202(d) of this title.

(e) The Air Force may indirectly benefit from inapplicability of tax in procuring from such agencies, e.g., a state

university is usually regarded as a political subdivision of a state; another university may be regarded as a nonprofit educational organization. Purchases by such agencies in performance of AF contracts should exclude taxes to the extent exemption is available.

§ 1011.203 Supplies and services for the exclusive use of the United States.

See § 11.203 of this title.

§ 1011.204 Exemptions from other Federal taxes.

(a) *Cost-reimbursement contracts.* See § 1011.402(a) of this title.

(b) *Distilled spirits and alcohol.* Distilled spirits of 160 degrees or more of proof, alcohol, and specially denatured alcohol, may be withdrawn tax free by the United States or any Government agency thereof. (26 CFR 171.265-266, 182.171-174.)

(1) Authority to sign applications to the Treasury Department Commissioner of Internal Revenue, for permits to procure tax-free and specially denatured alcohol (TD Form 1444, "Tax-Free Spirits for Use of United States") has been delegated by the Secretary, without power of redelegation, to the:

(i) Commander, AMC.

(ii) Deputy Directors, Directorate of Procurement and Production, Hq AMC.

(iii) Director of Procurement and Production, Middletown Air Materiel Area.

and, while he is so acting, to the person acting for the time being in any of the foregoing capacities.

(2) Submit TD Forms 1444 and 1486, "Specially Denatured Spirits for Use of United States," to the Treasury Department, Internal Revenue Service, attn: Deputy Commissioner, Alcohol Tax Unit, Washington 25, D.C., by letter of transmittal, setting forth the following:

(i) That the appropriate form is submitted in triplicate pursuant to Internal Revenue Regulations for permit to procure tax-free or specially denatured alcohol.

(ii) Name and location of supplier.

(iii) Name and location of consignee.

(iv) Purpose for which alcohol will be used.

(v) Address to which permit is to be sent (requesting activity).

(3) All PCO's except those at AMCASC, will submit applications and letters to Middletown AMA (MAP) for signature by the Director of Procurement and Productions, MAAMA. PCO's at AMCASC will submit applications and letters to a Deputy Director, Directorate of Procurement and Production, Hq AMC, for signature.

(4) TD Form 1444 and TD Form 1486 are not stocked in AF supply depots. Forms may be requested in writing from Assistant Regional Commissioner, Alcohol and Tobacco Tax Division, Internal Revenue Service in Atlanta, Boston, Chicago, Cincinnati, Dallas, New York, Omaha, Philadelphia, or San Francisco.

(5) Certificates of Receipt (TD Form 1453 or TD Form 1453A) furnished in duplicate by vendors should identify the Government contract or purchase order by number, and recipients should send

the original to the appropriate Assistant Regional Commissioner (Alcohol and Tobacco Tax Division) shown on the form and retain a copy for the contract file.

(c) Additional exemptions. In addition to the exemptions discussed herein, certain miscellaneous exemptions from Federal excise taxes, applying to private as well as Government procurement, are available. An exemption for which policy is not provided need not be claimed; contract prices will not exclude taxes on the basis of such exemption and proof of exemption will not be furnished to contractor.

§ 1011.205 Tax exemption forms.

(a) Certificates of exemption. See § 16.804 of this title. Certificates may be reproduced locally.

(1) Supplies for vessels and aircraft tax exemption certificates. Tax exemption certificates to be used by purchasers of articles for use as fuel supplies, ships' stores, sea stores, or legitimate equipment on certain vessels, including aircraft, will be as prescribed in Treasury Regulations or as shown below. For purchase of special fuels (§ 11.101-6 of this title), substitute "vendor" for "manufacturer" in the certificate.

EXEMPTION CERTIFICATE

(For use by purchasers of articles for use as fuel supplies, ships' stores, sea stores, or legitimate equipment on certain vessels (sec. 4222 of the Internal Revenue Code).)

(Date)

The undersigned purchaser hereby certifies that he is an authorized agent of the United States Air Force and that the article or articles specified in the accompanying order, or as specified below or on the reverse side hereof, will be used only for fuel supplies, ships' stores, sea stores, or legitimate equipment on a vessel belonging to the following class which is among those enumerated in section 4222 of the Internal Revenue Code:

Vessels of war of the United States or a foreign nation (aircraft owned by the United States or a foreign nation and constituting a part of the armed forces thereof).

It is understood that if the article is used for any purpose other than as stated in this certificate, or is resold or otherwise disposed of, this fact must be reported to the manufacturer. It is understood that this certificate may not be used in purchasing articles tax free for use as fuel supplies and so forth, on pleasure vessels, or on any type of aircraft except civil aircraft employed in foreign trade or trade between the United States and any of its possessions, and otherwise entitled to exemption, and aircraft owned by the United States or any foreign country and constituting a part of the armed forces thereof. It is also understood that the fraudulent use of this certificate to secure exemption will subject the undersigned and all guilty parties to a penalty equivalent to the amount of tax due on the sale of the article and, upon conviction, to a fine of not more than \$10,000 or to imprisonment for not more than 5 years, or both, together with costs of prosecution. The undersigned also understands that he must be prepared to establish by satisfactory evidence the purpose for which the article was used.

Contract No. _____
Period of Contract _____
Type of Supplies _____
UNITED STATES AIR FORCE,
By _____
Name _____
Grade _____
Title _____
Address _____

FIGURE 1

(2) Liquid-fuel exemption certificates. The exemption certificate to be used is shown below:

EXEMPTION CERTIFICATE

Certificate Serial No. _____
(For use by purchasers of benzol, benzene, naphtha, or other taxable liquid, for other than as a fuel for the propulsion of motor vehicles, motorboats, or airplanes, and otherwise than in the manufacture or production of such fuel.)

(Date)

Contract _____
Contractor _____
Product _____
End Use _____

The undersigned hereby certifies that he is officially authorized to issue tax exemption certificates for the Department of the Air Force under the above-described contract and that the product indicated above, being purchased under said contract, will not be used as a fuel for the propulsion of motor vehicles, motorboats, or airplanes, and will not be used in the manufacture or production of such fuel, but will be used for the purpose shown.

The undersigned understands that if the benzol, benzene, naphtha, or other taxable liquid is used, sold, or otherwise disposed of except as above stated, the Department of the Air Force will be liable for the tax upon such use, sale, or other disposition of such product. It is understood that the fraudulent use of this certificate to secure exemption will subject all guilty parties to a fine of not more than \$10,000 or to imprisonment for not more than 5 years, or both, together with costs of prosecution. The undersigned also understands that the Government must be prepared to establish by competent evidence that the product was actually used for the purpose or purposes for which purchased as stated in this certificate.

Contract Period _____
UNITED STATES AIR FORCE,
By _____
Name _____
Grade _____
Title _____
Address _____

FIGURE 2

(3) Lubricating oils exemption certificates. The exemption certificate to be used is shown below:

EXEMPTION CERTIFICATE

Certificate Serial No. _____
(For use by purchaser of lubrication oil for nonlubricating purposes.)

(Date)

Contract _____
Contractor _____
Product _____
End Use _____

The undersigned hereby certifies that he is officially authorized to issue tax exemption certificates for the Department of the Air Force under the above-described contract, and that the product indicated above, being purchased under said contract, will not be used or resold for lubrication, but will be used for the purpose shown.

The undersigned understands that if the nonlubricating oil is used, sold, or otherwise disposed of except as above stated, the Department of the Air Force will be liable for the tax upon such use, sale, or other disposition of such product. It is understood that the fraudulent use of this certificate to secure exemption will subject all guilty parties to a fine of not more than \$10,000 or to imprisonment for not more than 5 years, or both, together with costs of prosecution. The undersigned also understands that the Government must be prepared to establish by competent evidence that the product was actually used for the purpose or purposes for which purchased as stated in this certificate.

UNITED STATES AIR FORCE,
By _____
Name _____
Grade _____
Title _____
Address _____

FIGURE 3

(4) Certificate of export or shipment to a possession or to Puerto Rico.

(Date)

(Contractor)

The undersigned does hereby certify that

(Quantity and description of articles)
which were purchased for export under
were in fact exported to a
(Contract No.)
foreign country or possession of the United States (or to Puerto Rico) and a copy of export bill of lading No. _____, or loading manifest No. _____, pursuant to which the articles were shipped, is being retained in the files of _____

(Indicate office)

UNITED STATES AIR FORCE,
By _____
Name _____
Grade _____
Title _____
Address _____

FIGURE 4

(b) Who may execute. Authority to issue tax exemption certificates will only be given to contracting officers as directed by the Commander or other officer who has been delegated authority to designated contracting officers at the AF activity responsible for procurement or contract administration.

(c) Preparation and execution of exemption certificate—(1) Methods. In the preparation and execution the following rules will be applied:

(i) Use typewriter when practicable; in unusual circumstances, ink or indelible pencil may be used. Use of ordinary lead pencil is prohibited. Fill in or line out all blank spaces. An exemption certificate will not be delivered to a contractor unless fully and properly executed, except that the Internal Revenue Service has advised that a statement on the exemption certificate of the amount of federal tax is not necessary. The amount of tax should be stated, however, if readily available. If federal excise taxes have been excluded from the contract price but the exact amount of the tax cannot be determined at the time, a blanket tax exemption certificate may be issued to cover all purchases under the contract. The blanket certificate will cover all articles purchased under the contract, including delivery orders placed thereunder by other officers.

(ii) Prepare a separate certificate for each kind of tax involved. In the issuance of a certificate fill in blank spaces showing on each certificate the separate amounts of each tax involved, if known, so that the certificate may be used only for the purpose intended.

(iii) If the supplies covered by the contract are not taxable as such and the certificate will be used to obtain exemption of articles to be incorporated in the supplies covered by the contract, state "none" as the amount of the tax on the certificate. Tax should not be shown on the certificate unless the tax is imposed directly upon the supplies or work covered by the contract.

(iv) Modify certificates as necessary to adapt to contracts for construction, alterations, improvements, and repairs.

(2) *When exemption certificates are issued to contractors.* An exemption certificate covering federal excise taxes will be executed and delivered to a contractor upon request at any time after execution of a contract: *Provided* (i) The contract so provides, (ii) the supplies are taxable, and (iii) the supplies are purchased by the Government at a price which is exclusive of such tax. In such case, insert a description of the supplies furnished tax-free on the tax exemption certificate. Number certificates and keep a record of each one issued, showing to whom issued, the number of the applicable contract, the type of supplies involved, and the period covered by the certificate. Such records should be retained and disposed of with the contract files to which they pertain.

(3) *Blanket tax exemption certificates.* Contracts under Federal Supply Schedules.

(i) Issue a separate certificate for each order covering purchases under Federal Supply Schedules.

(ii) Upon application of the contractor, if it is impracticable to furnish separate certificates, a blanket exemption certificate may be issued to cover purchases under term contracts. Blanket certificates should cover all orders between given dates; it is recommended that such period not exceed 1 calendar month. Certificate should be issued only if the tax is applicable and the order indicates the tax is not included in the price. Invoices must indicate the number of the applicable blanket tax-exemption certificate.

(iii) Individual orders need not contain the number of the applicable tax-exemption certificate. Reference to the Federal Supply Schedule contract number will suffice.

Subpart C—State and Local Taxes

Subpart C is revised as follows:

- Sec.
1011.301 Applicability.
1011.302 Tax-exemption forms.
1011.350 Particular State or local taxes.

AUTHORITY: §§ 1011.301 to 1011.350 issued under sec. 8012, 70A Stat. 488; 10 U.S.C. 8012. Interpret or apply secs. 2301-2314, 70A Stat. 127-133; 10 U.S.C. 2301-2314.

§ 1011.301 Applicability.

See § 11.301 of this title. Also see § 1011.401-50(a) of this chapter.

(a) *General rules for availability of exemption from State and local taxes.* Exemption certificates may be issued for State and local taxes if the prices paid by the Government exclude such tax.

§ 1011.302 Tax-exemption forms.

(a) Prepare certificates to meet the requirements of the State or local tax authority concerned. In most cases, Standard Form 1094, "U.S. Government Tax Exemption Certificate," will be appropriate. Except as provided in paragraph (b) of this section, a tax-exemption certificate will not be issued unless the contract shows that the price is exclusive of the tax or unless the contractor consents to deduction of the tax from the contract price and acceptance of the tax-exemption certificate.

(b) If for any reason it is impossible to exclude an inapplicable State or local tax, execute SF 1094 and deliver to the accounting and finance officer, with a written statement that the vendor refused such certificate, for use of the U.S. Comptroller General in obtaining a refund of the tax. Show the serial number of the tax-exemption certificate on the payment voucher.

§ 1011.350 Particular State or local taxes.

State and local tax laws are not uniform and it is not possible to furnish detailed information and instructions on each tax. When difficulties develop and it is desired to adopt a uniform policy with respect to a State or local tax, information will be supplied as added sections subsequent to this section.

Subpart D—Contract Clauses

Subpart D is revised as follows:

- Sec.
1011.401 Fixed-price type contracts.
1011.401-1 Clause for advertised and certain negotiated contracts.
1011.401-2 Alternate clause for certain negotiated contracts.
1011.401-50 Special provisions in contracts.
1011.402 Cost reimbursement type contracts.

AUTHORITY: §§ 1011.401 to 1011.402 issued under sec. 8012, 70A Stat. 488; 10 U.S.C. 8012. Interpret or apply secs. 2301-2314, 70A Stat. 127-133; 10 U.S.C. 2301-2314.

§ 1011.401 Fixed-price type contracts.

See § 11.401 of this title.

§ 1011.401-1 Clause for advertised and certain negotiated contracts.

See § 11.401-1 of this title.

§ 1011.401-2 Alternate clause for certain negotiated contracts.

See § 11.401-2 of this title.

§ 1011.401-50 Special provisions in contracts.

(a) *State taxes.* Contracting officers may include special provisions in a contract with respect to a State or local tax as to which a doubt exists concerning its applicability or the availability of an exemption. Special provisions will clearly identify the tax included. Contracting officers will assure, to the extent practicable, that bids or contract prices do not include State or local sales or use taxes

which do not apply to sales to the Government, or any other State or local tax, exemption from which is available.

(b) *Federal taxes.* Unless otherwise indicated in the contract, the prices set forth therein should include applicable Federal taxes. As outlined in Subpart B, Part 11 of this title and Subpart B, Part 1011 of this chapter, several exemptions are available and certain of these are to be claimed. When the exemption is claimed, the tax must be excluded from the contract price and expressly identified in the contract. Invitations for bids and requests for proposals should require a specific identification of the taxes to be excluded from the contract price. The tax provisions of each resulting contract must conform to the bid or proposal.

§ 1011.402 Cost reimbursement type contracts.

See Part 15 of this title and Part 1015 of this chapter.

(a) *Exemptions from federal excise taxes; cost reimbursement contracts.*

(1) Purchase and subsidiary articles:

(i) A prime contractor under a cost type contract is not liable for Federal excise taxes with respect to taxable purchase articles which the manufacturer fabricates or assembles out of materials owned by the United States. An exemption certificate is not necessary to establish nonliability.

(ii) Under an informal ruling of the Internal Revenue Service a prime contractor under a cost type contract is entitled to purchase tax free direct from a manufacturer thereof articles which the Government is entitled to purchase tax free under section 4221 of the Internal Revenue Code (SPJGT/7570, July 12, 1944). A contractor should be urged to follow the policy of claiming exemptions set out in § 1011.202(c) of this Part, but cannot be compelled to do so. If an exemption is claimed, the exemption certificate should be in the special form illustrated in figure 1, § 1011.205 of this Part, or as prescribed in Treasury Regulations.

(iii) Prime and subcontractors under cost type contracts are entitled to purchase subsidiary articles tax free as provided in § 11.202(a) of this title.

Subpart U—Collection and Payment of Federal Excise Taxes by the Government Where the United States is Vendor

Subpart U is revised as follows:

- Sec.
1011.2100 Collection from purchaser or user.
1011.2101 Disposition of funds received.
1011.2102 Transfers of Government-owned property.
1011.2103 Sale of property to a contractor under a fixed-price contract.

AUTHORITY: §§ 1011.2100 to 1011.2103 issued under sec. 8012, 70A Stat. 488; 10 U.S.C. 8012. Interpret or apply secs. 2301-2314, 70A Stat. 127-133; 10 U.S.C. 2301-2314.

§ 1011.2100 Collection from purchaser or user.

Except as provided in § 1011.2102, collect the Federal excise tax from the purchaser if articles subject to tax under section 4181, IRC (tax on pistols and

§ 213.2 Authority for Chief, Forest Service, to group and name National Grasslands.

The Chief, Forest Service, is authorized to group the national grasslands into administrative units and to provide such specific designations therefor as he finds necessary and desirable for effective and economical administration thereof and for public and official reference thereto.

§ 213.3 Protection, occupancy, use and administration.

(a) The rules and regulations applicable to the national forests as set forth in Title 36, Code of Federal Regulations, Chapter II, Parts 211, 212, 221, 231, 241, 251 and 261, or as hereinafter amended, hereby are adopted and promulgated as the rules and regulations to prevent trespasses on and otherwise regulate the protection, use, occupancy, and administration of the lands administered by the Forest Service under the provisions of Title III of the Bankhead-Jones Farm Tenant Act insofar as is practical and consistent with said act: Provided, That Forest Service officers may continue under delegated authority to grant easements and enter into leases, permits, agreements or contracts involving such lands under such terms and conditions and for such fees or rentals as they determine will best accomplish the purposes of said Title III.

(b) Existing valid leases, permits, agreements, contracts and memoranda of understanding affecting these lands shall continue in full force and effect so long as they remain valid in accordance with the terms thereof.

§ 213.4 Prior rules and regulations superseded.

The rules and regulations heretofore issued for the land utilization projects are hereby superseded as to all such projects administered by the Forest Service, but not as to such project lands administered by other agencies.

Done at Washington, D.C., this 20th day of June 1960.

[SEAL] TRUE D. MORSE,
Acting Secretary of Agriculture.

[F.R. Doc. 60-5825; Filed, June 23, 1960; 8:50 a.m.]

promote effective and economical administration or otherwise serve the public interest.

(c) The National Grasslands shall be administered for outdoor recreation, range, timber, watershed, and wildlife and fish purposes.

(d) The Chief of the Forest Service is hereby directed to develop and administer the renewable resources of the National Grasslands to the fullest extent practicable for multiple use and sustained yield of the several products and services obtained therefrom. In the administration of the National Grasslands, due consideration shall be given to the relative values of the various resources in particular areas. The resources shall be managed so as to maintain and improve soil and vegetative cover and to promote the development of grassland agriculture in the areas of which the National Grasslands are a part.

(e) The following land utilization projects henceforth shall be named and referred to as "National Grasslands":

State and project name	Number	Counties
Colorado: Northeast Colorado	CO-21	Weld
Southeastern Colorado	CO-22	Baca, Las Animas, Las Animas,
Southern Otero	CO-4	Otero,
Iaaho: Southeastern	ID-1	Oneida, Power,
Kansas: Morton County	KA-21	Morton, Stevens,
Nebraska: Pine Ridge, except that part south of the White River.	NB-1	Dawes, Sioux,
New Mexico: Mills	NM-5	Colfax, Harding, Mora,
Union County	NM-21	Union.
North Dakota: Cedar	ND-25	Grant, Sioax,
Sheyenne River	ND-6	Ransom, Rich-
Western North Dakota	ND-24	land, Golden
Kota		Billings, Golden
		Valley, McKen-
		zie, Slope.
Oklahoma: Cimarron	OK-21	Cimarron,
Roger Mills	OK-22	Roger Mills,
Oregon: Central Oregon	OR-2	Jefferson.
South Dakota: Badlands-Fall River	SD-1	Custer, Fall River,
		Jackson, Pen-
		nington,
		Corson, Perkins,
Perkins Corson	SD-21	Ziebach.
South Central South Dakota	SD-2	Jones, Lyman,
Texas: Cross Timbers	TX-25	Stanley.
Dallam County	TX-23	Montague, Wise,
Ledonia	TX-28	Dallam,
Northeast Texas	TX-7	Fannin,
Wyoming: Northeastern Wyoming	WY-21	Campbell, Con-
		verse, Crook,
		Niobrara,
		Weston.

originally acquired the property free of tax the price to be paid to the Government will include an amount equal to the Federal excise tax which would ordinarily be payable upon a sale of similar property by a vendor other than the Government.

[SEAL] J. L. TARR,
Colonel, U.S. Air Force,
Director of Administrative Services.

[F.R. Doc. 60-5791; Filed, June 23, 1960; 8:45 a.m.]

Title 36—PARKS, FORESTS, AND MEMORIALS

Chapter II—Forest Service, Department of Agriculture

PART 211—ADMINISTRATION

PART 213—ADMINISTRATION OF THE LANDS UNDER TITLE III OF THE BANKHEAD-JONES FARM TENANT ACT BY THE FOREST SERVICE

National Grasslands

1. In Part 211, § 211.21 is revoked.
2. A new Part 213 is added to read as follows:

- Sec.
213.1 Designation, administration, and development of National Grasslands.
213.2 Authority for Chief, Forest Service, to group and name National Grasslands.
213.3 Protection, occupancy, use, and administration.
213.4 Prior rules and regulations superseded.

AUTHORITY: §§ 213.1 to 213.4 issued under 50 Stat. 525, as amended; 7 U.S.C. 1010-1012.

§ 213.1 Designation, administration, and development of National Grasslands.

(a) The land utilization projects administered by Department of Agriculture designated in paragraph (e) of this section hereafter shall be named and referred to as "National Grasslands".

(b) The National Grasslands shall be a part of the national-forest system and permanently held by the Department of Agriculture for administration under the provisions of Title III of the Bankhead-Jones Farm Tenant Act, subject to such exchanges of lands thereunder as will

revolvers, see § 11.102-11 of this title) or retailers' or manufacturers' excise taxes (see §§ 11.101 and 11.102 of this title and the following sections) purchased free of tax, are sold to individuals or used for other than the use of the United States.

§ 1011.2101 Disposition of funds received.

Deposit funds collected pursuant to § 1011.2100 with local accounting and finance officer and furnish the name of the contractor from whom the articles were originally purchased by the Government. If the contractor's name and the amount of the contract involved are not known, the sales officer will ascertain whether the information is available from the contracting officer.

§ 1011.2102 Transfers of Government-owned property.

Sections 1011.2100 and 1011.2101 are not applicable to the following types of transfers of Government-owned property purchased by the Government free of tax:

(a) All sales of surplus property and Government-owned contractor inventory (except gasoline), as defined in the Federal Property and Administrative Services Act of 1949 (40 U.S.C. 472).

(b) All sales of scrap or of used property.

(c) Transfers to a contractor under a cost type contract of Government-owned property for use in connection with the performance of the contract.

(d) Sales to contractor under a fixed price contract of Government-owned property for use in connection with the performance of the contract. (See § 1011.2103.)

(e) Transfers to other agencies of the Government, including transfer for disposition to the Federal Supply Service.

(f) Transfer to any State, Territory of the United States, or political subdivision thereof, or the District of Columbia, when original sales to such agencies or instrumentalities are tax exempt.

§ 1011.2103 Sale of property to a contractor under a fixed-price contract.

As indicated in § 1011.2102(d), if property is sold to a contractor under a fixed-price contract, the amount of the Federal tax, as such, need not be collected. Since a contractor should not derive any benefit from the fact that the Government

Proposed Rule Making

DEPARTMENT OF HEALTH, EDUCATION, AND WELFARE

Food and Drug Administration

[21 CFR Part 9]

COLOR CERTIFICATION

Findings of Fact and Tentative Order on Proposed Amendment of Color-Certification Regulations

Correction

In F.R. Doc. 60-5623, appearing at page 5582 of the issue for Tuesday, June 21, 1960, the following corrections are made:

1. In item 21c, the word "pathology" should read "pathological".

2. In item 24.B.II.i., the parenthetical reference reading "(R. 162, 183, 442, 544, 546)" should read "(R. 162, 302, 308, 446)".

SMALL BUSINESS ADMINISTRATION

[13 CFR Part 107]

SMALL BUSINESS INVESTMENT COMPANIES

Maintenance of Unimpaired Capital

Notice is hereby given that, pursuant to authority contained in section 308, Public Law 85-699, 72 Stat. 694, it is proposed to amend, as set forth below, § 107.308-1(b) of Part 107 of Subchapter B, Chapter I, of Title 13 of the Code of Federal Regulations.

Part 107, Subchapter B, Title 13 of the Code of Federal Regulations governing the establishment and operation of small business investment companies chartered or licensed by the Small Business Administration to operate under the Small Business Investment Act of 1958, and to carry out the provisions of said Act, was published in the FEDERAL REGISTER on December 4, 1958 (23 F.R. 9383), and became effective upon publication in the FEDERAL REGISTER.

Prior to final adoption of the amendment set forth below, consideration will be given to any comments or suggestions pertaining thereto which are submitted in writing, in triplicate, to the Small Business Investment Division, Small Business Administration, Washington 25, D.C., within a period of 30 days from the date of publication of this notice in the FEDERAL REGISTER.

The amendment under consideration changes the provisions of present § 107.308-1(b) relating to the determination of the existence of an impairment of Licensee's capital by eliminating reference to an evaluation of assets and liabilities, making clear that subordinated debentures issued to SBA pursu-

ant to section 302(a) of the Act will not (for the purpose of this determination) be considered a part of capital and surplus, and eliminating (for the purpose of this determination) the alternative comparison of the amount of retained earnings solely with the amount of paid-in surplus.

It is proposed to amend the Small Business Investment Companies Regulation as follows:

The Small Business Investment Companies Regulation (23 F.R. 9383) as amended (25 F.R. 1397, 2354, 5316) is hereby further amended by revising § 107.308-1(b) to read as follows:

§ 107.308-1 Maintenance of unimpaired capital.

(b) An impairment shall be deemed to exist when the retained earnings deficit exceeds 50 percent of the combined capital stock outstanding and paid-in surplus. For the purpose of this determination, subordinated debentures issued to SBA pursuant to section 302(a) of the Act will not be considered a part of the capital and surplus.

Dated: June 20, 1960.

PHILIP MCCALLUM,
Administrator.

[F.R. Doc. 60-5813; Filed, June 23, 1960; 8:48 a.m.]

[13 CFR Part 107]

SMALL BUSINESS INVESTMENT COMPANIES

Reports

Notice is hereby given that, pursuant to authority contained in section 308, Public Law 85-699, 72 Stat. 694, it is proposed to amend, as set forth below, § 107.308-5 of Part 107 of Subchapter B, Chapter I of Title 13 of the Code of Federal Regulations.

Part 107, Subchapter B, Chapter I of Title 13 of the Code of Federal Regulations, governing the establishment and operation of small business investment companies chartered or licensed by the Small Business Administration to operate under the Small Business Investment Act of 1958, and to carry out the provisions of said Act, was published in the FEDERAL REGISTER on December 4, 1958 (23 F.R. 9383), and became effective upon publication in the FEDERAL REGISTER.

Amendment 2 of Part 107 which revised § 107.308-5 was published in the FEDERAL REGISTER on March 19, 1960 (25 F.R. 2354), and became effective upon publication in the FEDERAL REGISTER.

Prior to final adoption of the amendments set forth below, consideration will be given to any comments or suggestions pertaining thereto which are submitted in writing, in triplicate, to the Small Business Investment Division, Small

Business Administration, Washington 25, D.C., within a period of 30 days from the date of publication of this notice in the FEDERAL REGISTER.

The amendment under consideration changes the provisions of present § 107.308-5 by requiring the submission of a periodic activity report and such other reports as may be specifically requested by SBA. Section 107.308-5 as revised by this proposed amendment requires small business investment companies to submit semiannually Activity Report, SBA Form 477, to the Investment Division, Small Business Administration, Washington 25, D.C. The purpose of this report is to provide current activity data concerning loan and equity financing by Licensees.

It is proposed to amend the Small Business Investment Companies Regulation as follows:

The Small Business Investment Companies Regulation (25 F.R. 9383) as amended (25 F.R. 1397, 2354, 5316) is hereby further amended by adding at the end of § 107.308-5 the following new paragraphs (i) and (j), to read as follows:

§ 107.308-5 Reports.

(i) Each Licensee shall submit in triplicate to the Investment Division, Small Business Administration, Washington 25, D.C., at the end of the first six months period of each fiscal year, and at the end of the second six months period of each fiscal year, an activity report, showing by significant categories the amounts of the Licensee's loan and equity financing transactions for the period covered by the report, in accordance with the instructions contained in subparagraph (3) of this paragraph, for preparation of the Activity Report, SBA Form 477, which form is incorporated in and expressly made a part of this section. The fiscal year to which such reports shall relate shall be for SBA purposes the period beginning April 1 and ending March 31. Such Activity Report shall be submitted on or before the last day of the month immediately following the close of the six months period covered by such report.

(1) The Activity Report, SBA Form 477, includes the following:

Table 1—Loan and Equity Financing Transactions—by State.

Table 2—Applications Received.

Table 3—Loan and Equity Financing Transactions—by Industry Grouping.

¹ Filed with the Federal Register Office as part of the original document. Copies of the Activity Report, SBA Form 477, together with instructions, are available at the Office of the Deputy Administrator, Investment Division, Small Business Administration, 811 Vermont Avenue NW., Washington 25, D.C., and at all Regional Offices of the Small Business Administration, the addresses of which offices may be obtained from the Office of the Deputy Administrator, Investment Division, Small Business Administration, 811 Vermont Avenue NW., Washington 25, D.C.

Table 4—Loan and Equity Financing Transactions—by Firm Size. Major Groupings of Nonmanufacturing and Manufacturing Industries

(2) The Activity Report, SBA Form 477, required by this section to be submitted to SBA by Licensee shall commence with the report for the six months period ending September 30, 1960.

(3) (i) Each Activity Report, SBA Form 477, prepared by a Licensee shall present data, as shown by the books of account and other records, reflecting the amounts of the Licensee's loan and equity financing transactions by the categories included in these tables.

(ii) All money amounts required to be shown in the tables of the Activity Report, SBA Form 477, shall be expressed to the nearest dollar. Appropriate adjustments of individual amounts shall be made for the fractional parts of a dollar, so that the items will add to the totals shown.

(iii) Loans in which other companies participate shall be reported only by the initiating company, which services the loan, to avoid the duplication that would otherwise occur when the data from all Licensees are combined.

(iv) All copies of the signature page of the Activity Report, SBA Form 477, shall bear the signature of the chief financial officer, or other person authorized by the board of directors to sign on behalf of the Licensee. The date on which the signature is affixed shall be shown.

TABLE 1—LOAN AND EQUITY FINANCING TRANSACTIONS—BY STATE

The amounts approved and amounts disbursed during the period covered by the report for loans and for equity financing, and the number of individual small-business concerns involved for each type of financing, shall be classified by State, on the basis of the principal office location of the small-business concern. With respect to multiple-disbursement loan or equity financing, a firm shall be included in the number count in column (4) or column (8) only the one time when the initial disbursement is made. Subsequent disbursements to the same firm under the same loan or the same equity

financing shall serve only to increase the amount disbursed or the amount purchased shown in column (5) or column (9), without altering the number count. The data reflected in this table shall be listed in the alphabetical sequence of the names of the States. The amounts of loans and equity financing approved shall not be decreased by cancellations following formal approval action.

TABLE 2—APPLICATIONS RECEIVED

This table shall reflect information as to both the number and the dollar amount of specific financing applications received from small-business concerns during the period covered by the report, regardless of the action taken thereon.

TABLE 3—LOAN AND EQUITY FINANCING TRANSACTIONS—BY INDUSTRY GROUPING

This table shall show by major industry grouping the amounts approved and amounts disbursed during the period covered by the report for loans and for equity financing, and the number of individual small business concerns involved for each type of financing. With respect to multiple-disbursement loan or equity financing, a firm shall be included in the number count in column (4) or column (8) only the one time when the initial disbursement is made. Subsequent disbursements to the same firm under the same loan or the same equity financing shall serve only to increase the amount disbursed or the amount purchased shown in column (5) or column (9), without altering the number count. The amounts of loans and equity financing approved shall not be decreased by cancellations following formal approval action.

The major industry groupings are based on the Standard Industrial Classification Manual issued by the Office of Statistical Standards, U.S. Bureau of the Budget. The individual groupings (by 2-digit code number and title) are listed, in the numerical sequence of the code numbers, on page 5 of the Activity Report, SBA Form 477. This represents the complete listing of the major groupings of nonmanufacturing and manufacturing industries shown in the SIC Manual, plus additional groupings for wholesale trade. Obviously, many of the types of businesses included therein would not be eligible for SBIC financing. Each small business concern involved can be classified in only one major grouping for reporting purposes, even though the firm may engage in

multiple activities. The classification assigned for multiple activity firms shall be that covering the primary activity of the firm, based on anticipated dollar sales or income, etc., as is most representative.

The table is in two parts to permit showing data, including totals, for nonmanufacturing industries separately from those for manufacturing industries, plus grand totals for the period for both types of industries. The grand totals for all industries shall be identical with the totals by states given in Table 1. The "Description" column (col. 1) on each page of the table shall reflect the code number and related title of the grouping for each industry grouping represented by the small business concerns involved. These code numbers and related titles shall be entered in numerical sequence to facilitate consolidation of the reports from all SBICs.

TABLE 4—LOAN AND EQUITY FINANCING TRANSACTIONS—BY FIRM SIZE

The amounts approved during the period covered by the report for loans and for equity financing, and the number of individual small business concerns involved for each type of financing, shall be classified in this table on the basis of size of the firms. Separate classifications shall be shown for nonmanufacturing firms and manufacturing firms. The total number of nonmanufacturing firms and the total financing approved therefor shown in Table 3 for each of the two types of financing shall be classified in Table 4 on the basis of annual sales size of the firms. The total number of manufacturing firms and the total financing approved therefor shown in Table 3 for each of the two types of financing shall be classified in Table 4 on the basis of employment size of the firms.

(j) In addition to the reports required elsewhere in this section each Licensee shall, upon request by SBA, submit to the Investment Division, Small Business Administration, Washington 25, D.C., such other reports at such times and in such forms as SBA shall require.

Dated: June 20, 1960.

PHILIP McCALLUM,
Administrator.

[F.R. Doc. 60-5814; Filed, June 23, 1960; 8:48 a.m.]

Notices

DEPARTMENT OF THE INTERIOR Bureau of Land Management CALIFORNIA

Notice of Proposed Withdrawal and Reservation of Lands

JUNE 14, 1960.

The Bureau of Reclamation, United States Department of the Interior, has filed an application, Serial Number Sacramento 062886 for the withdrawal of the lands described below, from all forms of appropriation under the public land laws, including the general mining and mineral leasing laws. The applicant desires the land for construction and subsequent operation and management of the Trinity River Division, Central Valley Project, California, reservoirs, access roads, material sites, and tunnel rights-of-way.

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

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

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

The lands involved in the application are:

MOUNT DIABLO MERIDIAN, CALIFORNIA

- T. 32 N., R. 6 W.,
Sec. 4: SW $\frac{1}{4}$ NW $\frac{1}{4}$;
Sec. 19: SE $\frac{1}{4}$ NE $\frac{1}{4}$.
T. 36 N., R. 6 W.,
Sec. 31: NW $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$.
T. 34 N., R. 7 W.,
Sec. 4: SE $\frac{1}{4}$ NW $\frac{1}{4}$.
T. 35 N., R. 7 W.,
Sec. 14: S $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$;
Sec. 26: W $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$.
T. 34 N., R. 8 W.,
Sec. 28: W $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$.

The area described totals 300.00 acres.

The lands described above in T. 36 N., R. 6 W., M.D.M., and T. 35 N., R. 7 W., M.D.M., are within the Shasta National Forest, and the lands described above in T. 34 N., Ranges 7 and 8 W., M.D.M., are within the Trinity National Forest. The lands described above in T. 32 N., R. 6 W., M.D.M., are public lands not within a national forest.

[SEAL] WALTER E. BECK,
Manager, Land Office,
Sacramento.

[F.R. Doc. 60-5809; Filed, June 23, 1960;
8:48 a.m.]

5848

[83562]

ALABAMA

Notice of Filing of Plats of Survey

JUNE 20, 1960.

Plats of Survey of the lands described below will be officially filed in the Eastern States Land Office, effective 10:00 a.m. on August 1, 1960.

HUNTSVILLE MERIDIAN

	Acres
T. 14 S., R. 5 E. (3 islands),	
Sec. 13, lot 1-----	0.04
Sec. 24:	
Lot 2-----	0.07
Lot 3-----	0.44
T. 14 S., R. 6 E.,	
Sec. 18:	
Lot 1-----	0.38
Lot 2-----	1.32
Sec. 19:	
Lot 2-----	0.19
Lot 3-----	0.46
T. 14 S., R. 6 E. (island),	
Sec. 7, lot 1-----	1.51
T. 14 S., R. 6 E. (3 islands),	
Sec. 30:	
Lot 1-----	2.52
Lot 2-----	2.00
Lot 3-----	1.29
T. 17 S., R. 3 E. (3 islands),	
Sec. 36:	
Lot 1-----	7.16
Lot 2-----	0.19
Lot 3-----	0.05
T. 18 S., R. 3 E.,	
Sec. 1:	
Lot 1-----	5.08
Lot 2-----	0.04
Lot 3-----	0.37

The surveys represented by the plats were made to meet certain administrative needs in connection with a proposed withdrawal of the islands for power purposes, BLM 043309.

On May 21, 1908, by Order of the Commissioner, General Land Office (now Director, Bureau of Land Management), at the request of the Secretary of War, all public lands in the subdivisions or fractional tracts of the townships in Alabama bordering upon the Coosa River and all such lands embraced in islands situated in the river in the townships, were temporarily withdrawn from all forms of disposition, until otherwise directed, for the improvement of the navigation of the river.

The islands are all clayey loam; ranging in height from 2 to 15 feet. Timber specie consists of ash, hackberry, birch, elm, willow, maple, oak, walnut and sycamore, from 4 to 30 inches in diameter. There is no evidence of past or present use or occupancy. Each of the islands is well over 50 percent upland within the interpretation of the swamp land acts.

Upon the effective date hereof, the lands recited herein, will be subject to the filing of applications based upon prior, valid, existing and maintained settlement rights; preference rights con-

ferred by existing law; and equitable claims subject to allowance and confirmation. The lands will not be subject to application, petition, location, selection, or to any other appropriation under any other public land law, including the mining and mineral leasing laws, unless and until a further order is issued by a duly authorized official of the Bureau of Land Management.

All inquiries relating to the lands should be directed to the Manager, Eastern States Land Office, Bureau of Land Management, Department of the Interior, Washington 25, D.C.

H. K. SCHOLL,
Manager

[F.R. Doc. 60-5810; Filed, June 23, 1960;
8:48 a.m.]

CIVIL AERONAUTICS BOARD

[Docket 8106 et al.]

GREENSBORO-HIGH POINT ADE- QUACY OF SERVICE CASE

Notice of Hearing

Notice is hereby given that the hearing to be held in the above-entitled proceeding is assigned to begin on September 13, 1960, at 10:00 a.m., e.d.s.t., in Room 1027, Universal Building, Connecticut and Florida Avenues NW., Washington, D.C., before Examiner Ferdinand D. Moran.

Dated at Washington, D.C., June 20, 1960.

[SEAL] FRANCIS W. BROWN,
Chief Examiner.

[F.R. Doc. 60-5818; Filed, June 23, 1960;
8:48 a.m.]

[Docket 9523 et al.]

REOPENED PUERTO RICO PAS- SENGER FARE INVESTIGATION

Notice of Prehearing Conference

Pursuant to the instructions of the Board, the above-entitled docket, including Docket 11211, Proposed Fares to Puerto Rico, is being assigned for a prehearing conference to be held on July 12, 1960, at 10:00 a.m., e.d.s.t., in Room 725, Universal Building, Connecticut and Florida Avenues Northwest, Washington, D.C., before Examiner Thomas L. Wrenn. See Order E-15371.

Dated at Washington, D.C., June 20, 1960.

[SEAL] FRANCIS W. BROWN,
Chief Examiner.

[F.R. Doc. 60-5819; Filed, June 23, 1960;
8:48 a.m.]

[Docket 9934]

WHEELING-NEW YORK NONSTOP**Notice of Oral Argument**

Notice is hereby given, pursuant to the Federal Aviation Act of 1958, that oral argument in the above-entitled proceeding is assigned to be held on July 12, 1960, at 10:00 a.m., e.d.s.t., in Room 1027, Universal Building, Connecticut and Florida Avenues NW., Washington, D.C., before the Board.

Dated at Washington, D.C., June 20, 1960.

[SEAL] FRANCIS W. BROWN,
Chief Examiner.

[F.R. Doc. 60-5820; Filed, June 23, 1960;
8:48 a.m.]

**SECURITIES AND EXCHANGE
COMMISSION**

[File No. 1-4015]

**CONSOLIDATED DEVELOPMENT
CORP.****Order Summarily Suspending Trading**

JUNE 20, 1960.

The common stock, par value 20 cents per share of Consolidated Development Corporation (formerly known as Consolidated Cuban Petroleum Corporation), being listed and registered on the American Stock Exchange, a national securities exchange; and

The Commission being of the opinion that the public interest requires the summary suspension of trading in such security on such Exchange and that such action is necessary and appropriate for the protection of investors; and

The Commission being of the opinion further that such suspension is necessary in order to prevent fraudulent, deceptive, or manipulative acts or practices, with the result that it will be unlawful under section 15(c) (2) of the Securities Exchange Act of 1934 and the Commission's Rule 15c2-2 thereunder for any broker or dealer to make use of the mails or of any means or instrumentality of interstate commerce to effect any transaction in, or to induce or attempt to induce the purchase or sale of such security, otherwise than on a national securities exchange;

It is ordered, Pursuant to section 19 (a) (4) of the Securities Exchange Act of 1934 that trading in said security on the American Stock Exchange be summarily suspended in order to prevent fraudulent, deceptive or manipulative acts or practices, this order to be effective for a period of ten (10) days, June 21, 1960, to June 30, 1960, both dates inclusive.

By the Commission.

[SEAL] ORVAL L. DuBOIS,
Secretary.

[F.R. Doc. 60-5811; Filed, June 23, 1960;
8:48 a.m.]

FEDERAL POWER COMMISSION

[Docket No. G-13673, etc.]

ATLANTIC REFINING CO. ET AL.**Notice of Application and Date of
Hearing**

JUNE 16, 1960.

The Atlantic Refining Company,¹ Docket No. G-13673; Union Producing Company,¹ Docket No. G-13684; Graham-Michaelis Drilling Company, et al., Docket No. G-15828; Holt & Maguire, Docket No. G-16925; Jal Oil Company, Inc., Docket No. G-17004; Sinclair Oil & Gas Company, Operator, et al., Docket No. G-17104; R. L. Chance, Sr., Operator, et al., Docket No. G-17175; Grant G. Fowler and Charles D. Fowler, et al., Docket No. G-17182; Bessie L. Bower Gas Company, Docket No. G-17183; The Martin Oil & Gas Company, Docket No. G-17184; Smith & Barker Oil & Gas Company, Inc., Docket No. G-17185; C. C. Winn, Docket No. G-17188; R. H. Siegfried, Inc., et al., Docket No. G-17189; C. C. Winn, Operator, et al., Docket No. G-17191; Champlin Oil & Refining Company, Operator, et al., Docket No. G-17193; Carter-Jones Drilling Company, Inc., Docket No. G-17195; Sapphire American Petroleum, Inc., Docket No. G-17198; Schermerhorn Oil Corporation, et al., Docket No. G-17202; Sinclair Oil & Gas Company, Docket No. G-17203; Monterey Oil Company, Operator, et al., Docket No. G-17205; Humble Oil & Refining Company, Docket No. G-17210; Shallow Oil Company, Inc., Docket No. G-17214; Phillips Petroleum Company, Docket No. G-17224; James M. Cunningham, Operator, et al., Docket No. G-17234; Petroleum Inc., Operator, et al., Docket No. G-17235; James G. Brown & Associates, Operator, et al., Docket No. G-17240; San Patricio Oil Corporation, Operator, et al., Docket No. G-17243; L. E. Lansden, Jr., et al., Docket No. G-17258; Jake L. Hamon, Operator, et al., Docket No. G-17259; Syljo Gas Company, Docket No. G-17382; Home-Stake Production Company, Docket No. G-17387; Skelly Oil Company, Docket No. G-17548; Socony Mobil Oil Company, Inc., (formerly Magnolia Petroleum Company), Docket No. G-17638; Tidewater Oil Company, Docket No. G-17762; Big "6" Drilling Company, Operator, et al., Docket No. G-17815; Victor Hale, Docket No. G-17829.

Graham-Michaelis Drilling Company, Docket No. G-17848; Union Oil Company of California, Docket No. G-17868; International Oil Corporation, Docket No. G-17904; Nortex Oil & Gas Corporation, Operator, et al., Docket No. G-17947; Kerr-McGee Oil Industries, Inc., Docket

¹ The applications in Docket Nos. G-13673 and G-13684 have noticed heretofore by "Notice of Applications and Date of Hearing" in consolidation with Elmer R. Lewis, et al., Docket Nos. G-3143, et al., by publication in the FEDERAL REGISTER on April 29, 1960 (25 F.R. 3769). The applications are consolidated herein for the purpose of hearing.

No. G-18017; Southwestern Exploration Consultants, Inc., Operator, et al., Docket No. G-18026; W. M. Laughlin, Docket No. G-18069; Crescent Production Company, Inc., Docket No. G-18127; Gulf Oil Corporation, Operator, et al., Docket No. G-18132; Northern Natural Gas Producing Company, Docket No. G-18134; Edwin L. Cox, Docket No. G-18145; Gulf Oil Corporation, Docket No. G-18158; Ridgedale Oil & Gas Company, Inc., Docket No. G-18159; The Shamrock Oil and Gas Corporation, Operator, et al., Docket No. G-18162; Texaco Inc. (formerly The Texas Company), Docket No. G-18174; E. W. Bowers and Associates, Operator, et al., Docket No. G-18203; Graham-Michaelis Drilling Company, Docket No. G-18221; W. J. Coppinger, Operator, et al., Docket No. G-18395; T. F. Hodge, Operator, et al., Docket No. G-18441; Humble Oil & Refining Company,² Docket No. G-18486; Petro-Atlas, Inc., Operator, et al., Docket No. G-18490; Socony Mobil Oil Company, Inc. (formerly Magnolia Petroleum Company), Docket No. G-18495; The Martin Oil & Gas Company, Docket No. G-18500; Amerada Petroleum Corporation, Docket No. G-18504; Richard M. Finder d/b/a Texkan Oil Company, Operator, et al., Docket No. G-18508; Glen F. Thomas and George W. Brewer, Jr., d/b/a Thomas & Brewer, Operator, et al., Docket No. G-18513; Lario Oil & Gas Company, Operator, et al., Docket No. G-18576; H. L. Hunt, et al., Docket No. G-18578; Graham-Michaelis Drilling Company, et al., Docket No. G-18709; Robert H. Baker, Docket No. G-18720; Burton W. Hancock, Operator, et al., Docket No. G-18738; Sinclair Oil & Gas Company, Docket No. G-18747; Getty Oil Company (formerly Pacific Western Oil Corporation), Docket No. G-18809; D. B. McConnell, Operator, et al., Docket No. G-18819; Texaco Inc., Docket No. G-18822; Kickapoo Oils, Operator, et al., Docket No. G-18825; The Pure Oil Company, Operator, Docket No. G-18881; Mound Company, et al., Docket No. G-18903; Charles W. Van Eaton and E. Dunlap, Jr., Docket No. G-18971; Martin Wunderlich, Operator, et al., Docket No. G-19047; W. P. Maroski and Hugh McMillan, Operator, et al., Docket No. G-19050.

Petroleum Management, Inc., Operator, et al., Docket No. G-19053; Malernee Oil Company, Operator, et al., Docket No. G-19055; T. O. Lilystrand, Jr., No. 2, Operator, et al., Docket No. G-19056; H. S. Smith, Operator, et al., Docket No. G-19063; BTA Oil Producers (formerly Beal, Trobaugh & Associates) Operator, et al., Docket No. G-19066; BTA Oil Producers (formerly Beal, Trobaugh & Associates) Operator, et al., Docket No. G-19067; BTA Oil Producers (formerly Beal, Trobaugh & Associates) Operator, et al., Docket No. G-19068; George R. McNeish, Docket No. G-19070; George R. McNeish, Docket No. G-19072; B. B. Blair, Docket No. G-19074; Hugh McMillian, Operator, Docket No. G-19075; George R. McNeish, et al., Docket No. G-19076; Sinclair Oil & Gas Company,

² Formerly The Carter Oil Company.

Operator, et al., G-19085; Earl F. Wakefield, Docket No. G-19091; Morrison Producing Company, Operator, et al., Docket No. G-19092; Morrison Producing Company, Operator, et al., Docket No. G-19093; Morrison Producing Company, Operator, et al., Docket No. G-19094; L. A. White, et al., d/b/a Amburgey Gas Company, Docket No. G-19130; Bramlage & Gaines, Operator, et al., Docket No. G-19136; Henry S. Inger, Operator, et al., Docket No. G-19147; Dick Wegener, Drilling Contractor, Operator, et al., Docket No. G-19163; Genoa Hines and Oliver H. Hughes, Operator, et al., Docket No. G-19167; Toto Gas Company, Operator, et al., Docket No. G-19168; Toto Gas Company, Operator, et al., Docket No. G-19169; Toto Gas Company, Operator, et al., Docket No. G-19170; Dick Wegener, Drilling Contractor, Operator, et al., Docket No. G-19173; Tom Bolack, et al., Docket No. G-19232; R. H. Siegfried, Inc. Operator, et al., Docket No. G-19551; Louis E. Marron and Wiley Butler, Docket No. G-19558; Victor Hale, Docket No. G-19789; MWJ Producing Company, Operator, et al., Docket No. G-19802; James Doughty, Operator, et al., Docket No. G-19969; Delhi-Taylor Oil Corporation, Docket No. G-19973; Phillips Petroleum Company, Docket No. G-19976; C. I. West Virginia Corporation, Docket No. G-20024; Texaco Inc., Docket No. G-20028; Bel Oil Corporation, Operator, et al., Docket No. G-20034; Tri-Mutual Oil Company, et al., Docket No. G-20174; Needle Oil & Gas Company, Docket No. G-20175; Socony Mobil Oil Company, Inc., Docket No. G-20226; Frank Morrison Well No. 1, Docket No. G-20234; Humble Oil & Refining Company, Inc. (formerly Carter Oil Company), Docket No. G-20293; Alton Coats, Operator, et al., Docket No. CI60-86; Drilling and Exploration Company, Inc., Docket No. CI60-112; Sinclair Oil & Gas Company, Docket No. CI60-129; Sunray Mid-Continent Oil Company, Docket No. CI60-163; Olin Gas Transmission Corporation, Docket No. CP60-51; Tennessee Gas Transmission Company, Docket No. CP60-65; Hope Natural Gas Company, Docket No. CP60-90.

Take notice that each of the above Applicants has filed an application for a certificate of public convenience and necessity, pursuant to section 7 of the Natural Gas Act, authorizing each to render service as hereinafter described, subject to the jurisdiction of the Commission, all as more fully represented in the respective applications and amendments and supplements thereto, which are on file with the Commission and open to public inspection.

The respective Applicants produce and propose to sell natural gas for transportation in interstate commerce for resale as indicated below:

Docket No., Field and Location, Purchaser, and Price per Mof

G-13673; South Blanco and Aztex, and San Juan and Rio Arriba Counties, N. Mex.; Pacific Northwest Pipe Line Corp.; 11.0 cents at 15.025 psia.
G-13684; Second Bayou, Cameron Parish, La.; American Louisiana Pipe Line Co.; 19.0 cents at 15.025 psia.

G-15828; Chunn, Ochiltree County, Tex.; Northern Natural Gas Co.; 16.5 cents at 14.65 psia.
G-16925; Dude Wilson, Ochiltree County, Tex.; Northern Natural Gas Co.; 16.5 cents at 14.65 psia.
G-17004; Crosby (Devonian), Lea County, N. Mex.; El Paso Natural Gas Co.; 10.5 cents at 15.025 psia.
G-17104; Timbalier Bay, LaFourche and Terrebonne Parishes, La.; Tennessee Gas Transmission Company; 18.5 cents at 15.025 psia.
G-17175; East Perkins, Calcasieu Parish, La.; United Gas Pipe Line Co.; 15.5 cents at 15.025 psia.
G-17182; Sherman District, Calhoun County, W. Va.; Hope Natural Gas Co.; 20.0 cents at 15.325 psia.
G-17183; Sheridan District, Calhoun County, W. Va.; Hope Natural Gas Co.; 20.0 cents at 15.325 psia.
G-17184; DeKalb District, Gilmer County, W. Va.; Hope Natural Gas Co.; 20.0 cents at 15.325 psia.
G-17185; Sherman District, Calhoun County, W. Va.; Hope Natural Gas Co.; 20.0 cents at 15.325 psia.
G-17188; Clayton, Live Oak County, Tex.; Texas Illinois Natural Gas Pipeline Co.; 12.2 cents at 14.65 psia.
G-17189; West Chico, Wise County, Tex.; Natural Gas Pipeline Co. of America; 13.1248 cents at 14.65 psia.
G-17191; Salem, Victoria County, Tex.; Trunkline Gas Co.; 9.09 cents at 14.65 psia.
G-17193; Sprague Peavy, Logan County, Colo.; Kansas-Nebraska Natural Gas Co., Inc.; 14.0 cents at 16.4 psia.
G-17195; Rodessa, Caddo Parish, La.; Arkansas Louisiana Gas Co.; 8.5 cents at 15.025 psia.
G-17198; West Levelland, Cochran County, Tex.; El Paso Natural Gas Co.; 10.5 cents at 14.65 psia.
G-17202; Acreage in Lea County, N. Mex.; Permian Basin Pipeline Co.; 10.7688 cents at 15.025 psia.
G-17203; Various Fields in Roosevelt and Lea Counties, N. Mex., and Yoakum County, Tex.; El Paso Natural Gas Co.; 11.0 cents at 14.65 psia.
G-17205; Concho, Tom Green County, Tex.; Sinclair Oil & Gas Co.; 8.25 cents at 14.65 psia.
G-17210; Fuhrman-Mascho, Andrews County, Tex.; Phillips Petroleum Co.; 11.0 cents at 14.65 psia.
G-17214; Greenwood-Waskom, Caddo Parish, La.; Arkansas Louisiana Gas Co.; 11.9296 cents at 15.025 psia.
G-17224; Poesta Creek, Bee County, Tex.; Coastal States Gas Producing Co.; 10.096 cents at 14.65 psia.
G-17234; Oretta, Beauregard Parish, La.; Trunkline Gas Co.; 18.1 cents at 15.025 psia.
G-17235; Fields Area, Beauregard Parish, La.; Trunkline Gas Co.; 18.10 cents at 15.025 psia.
G-17240; Spraberry, Upton and Reagan Counties, Tex.; El Paso Natural Gas Co.; 11.0 cents at 14.65 psia.
G-17243; Spartan, San Patricio County, Tex.; W. J. Riley d/b/a Banquete Gas Co.; 9.0 cents at 14.65 psia.
G-17258; S. E. Lamont, Grant County, Okla.; Consolidated Gas Utilities Corp.; 11.0 cents at 14.65 psia.
G-17259; West Marlow, Stephens County, Okla.; Lone Star Gas Co.; 11.0 cents at 14.65 psia.
G-17382; Maetze Area, Goliad County, Tex.; Trunkline Gas Co.; 15.0 cents at 14.65 psia.
G-17387; Sherman, Grayson County, Tex.; Lone Star Gas Co.; 14.49 cents at 14.65 psia.
G-17548; Gavilan, Rio Arriba and San Juan Counties, N. Mex.; El Paso Natural Gas Co.; 11.0 cents at 15.025 psia.
G-17638; Hugoton, Finney County, Kans.; Northern Natural Gas Co.; 12.0 cents at 14.65 psia.

G-17762; Sinton, San Patricio County, Tex.; Texas Illinois Natural Gas Pipeline Co.; 14.5 cents at 14.65 psia.
G-17815; Maetze Area, Goliad County, Tex.; Syljo Gas Co.; 10.0 cents at 14.65 psia.
G-17829; Acreage in Magoffin County, Ky.; Kentucky West Virginia Gas Co.; 15.0 cents at 15.225 psia.
G-17848; Perryton, Ochiltree County, Tex.; Northern Natural Gas Co.; 16.5 cents at 14.65 psia.
G-17868; Highland Area, Beaver County, Okla.; Colorado Interstate Gas Co.; 15.0 cents at 14.65 psia.
G-17904; Maetze Area, Goliad County, Tex.; Syljo Gas Co.; 11.0 cents at 14.65 psia.
G-17947; Maetze Area, Goliad County, Tex.; Syljo Gas Co.; 10.0 cents at 14.65 psia.
G-18017; North Carthage, Texas County, Okla.; Colorado Interstate Gas Co.; 16.0 cents at 14.65 psia.
G-18026; Asphaltum, Stephens County, Okla.; Lone Star Gas Co.; 10.0 cents at 14.65 psia.
G-18069; Fremont, Jim Wells County, Tex.; Coastal States Gas Producing Co.; 8.5816 cents at 14.65 psia.
G-18127; Simsboro, Lincoln Parish, La.; Arkansas Louisiana Gas Co.; 12.56433 cents at 15.025 psia.
G-18132; Southwest Antioch, Garvin County, Okla.; Lone Star Gas Co.; 11.0 cents at 14.65 psia.
G-18134; Hugoton, Finney County, Kans.; Northern Natural Gas Co.; 12.0 cents at 14.65 psia.
G-18145; Acreage in Texas County, Okla.; Panhandle Eastern Pipe Line Co.; 16.0 cents at 14.65 psia.
G-18158; South Forgan, Beaver County, Okla.; Panhandle Eastern Pipe Line Co.; 16.0 cents at 14.65 psia.
G-18159; Grant District, Ritchie County, W. Va.; Hope Natural Gas Co.; 22.0 cents at 15.325 psia.
G-18162; Keyes, Cimarron County, Okla.; Colorado Interstate Gas Co.; 16.0 cents at 14.65 psia.
G-18174; Welsh, Jefferson Davis Parish, La.; United Gas Pipe Line Co.; 20.25 cents at 15.025 psia.
G-18203; Murphy District, Ritchie County, W. Va.; Hope Natural Gas Co.; 20.0 cents at 15.325 psia.
G-18221; Acreage in Ford County, Kans.; Northern Natural Gas Co.; 15.0 cents at 14.65 psia.
G-18395; Koenig, Haskell County, Kans.; Colorado Interstate Gas Co.; 15.0 cents at 14.65 psia.
G-18441; Jalmat, Lea County, N. Mex.; El Paso Natural Gas Co.; 6.5 cents at 14.65 psia.
G-18486; Elk Basin, Park County, Wyo.; Montana-Dakota Utilities Co.; 10.0 cents at 15.025 psia.
G-18490; Ballard, Rio Arriba County, N. Mex.; El Paso Natural Gas Co.; 11.0 cents at 15.025 psia.
G-18495; South Erick, Beckham County, Okla.; El Paso Natural Gas Co.; 12.0 cents at 14.65 psia.
G-18500; DeKalb District, Gilmer County, W. Va.; Hope Natural Gas Co.; 20.0 cents at 15.325 psia.
G-18504; Cherokee Lake Area, Rush County, Tex.; Texas Eastern Transmission Corp.; 14.6 cents at 14.65 psia.
G-18508; East Mustand Creek, Jackson County, Tex.; United Gas Pipe Line Co.; 15.192 cents at 14.65 psia.
G-18513; Adams Ranch, Meade County, Kans.; Colorado Interstate Gas Co.; 15.0 cents at 14.65 psia.
G-18576; Acreage in Barber County, Kans.; Cities Service Gas Co.; 12.0 cents at 14.65 psia.
G-18578; Bear, Beauregard Parish, La.; Transcontinental Gas Pipe Line Corp.; 17.5 cents at 15.025 psia.

- G-18709; Acreage in Ochiltree County, Tex.; Northern Natural Gas Co.; 16.5 cents at 14.65 psia.
- G-18720; Cove District, Doddridge County, W. Va.; Equitable Gas Co.; 23.0 cents at 15.325 psia.
- G-18738; West Bar-X Area, Grand County, Utah; Pacific Northwest Pipeline Corp.; 12.0 cents at 15.025 psia.
- G-18747; Bisti, San Juan County, N. Mex.; El Paso Natural Gas Co.; 13.0 cents at 15.025 psia.
- G-18809; Eumont, Hobbs and Justis, Lea County, N. Mex.; Permian Basin Pipeline Co.; 10.77 cents at 15.025 psia.
- G-18819; Sligo, Bossier Parish, La.; Texas Gas Transmission Corp.; 14.25 cents at 15.025 psia.
- G-18822; Garland, Big Horn County, Wyo.; Montana-Dakota Utilities Co.; 7.5 cents at 15.025 psia.
- G-18825; Richland Center, Texas County, Okla.; Panhandle Eastern Pipe Line Co.; 16.0 cents at 14.65 psia.
- G-18881; Laverne, Harper County, Okla.; Michigan Wisconsin Pipe Line Co.; 17.0 cents at 14.65 psia.
- G-18903; Cowpen Creek, Beauregard Parish, La.; Transcontinental Gas Pipe Line Corp.; 11.3 cents at 15.025 psia.
- G-18971; Enville and Southwest Enville, Love County, Okla.; Cimarron Transmission Co.; 15.0 cents at 14.65 psia.
- G-19047; Acreage in Cowley County, Kans.; Wunderlich Development Co.; 4.65 cents at 14.65 psia.
- G-19050; South Blanco, Tapacito, and Ballard (Pictured Cliffs), Rio Arriba County, N. Mex.; El Paso Natural Gas Co.; 10.0 cents at 15.025 psia.
- G-19053; Acreage in Cowley County, Kans.; Wunderlich Development Co.; 4.65 cents at 14.65 psia.
- G-19055; Acreage in Kay County, Okla.; Wunderlich Development Co.; 5.2 cents at 14.65 psia.
- G-19056; Acreage in Kay County, Okla.; Wunderlich Development Co.; 5.2 cents at 14.65 psia.
- G-19063; Acreage in Kay County, Okla.; Wunderlich Development Co.; 5.2 cents at 14.65 psia.
- G-19066; Yarborough Allen, Ector County, Tex.; El Paso Natural Gas Co.; 5.5 cents at 14.65 psia.
- G-19067; South Andres Devonian, Andres County, Tex.; El Paso Natural Gas Co.; 7.0 cents at 14.65 psia.
- G-19068; Yarborough Allen, Ector County, Tex.; El Paso Natural Gas Co.; 5.5 cents at 14.65 psia.
- G-19070; Acreage in Summer County, Kans.; Wunderlich Development Co.; 4.65 cents at 14.65 psia.
- G-19072; Acreage in Kay County, Okla.; Wunderlich Development Co.; 5.2 cents at 14.65 psia.
- G-19074; Acreage in Kay County, Okla.; Wunderlich Development Co.; 5.2 cents at 14.65 psia.
- G-19075; Blanco (Mesaverde) San Juan County, N. Mex.; El Paso Natural Gas Co.; 11.0 cents at 15.025 psia.
- G-19076; Acreage in Kay County, Okla.; Wunderlich Development Co.; 6.2 cents at 14.65 psia.
- G-19085; Southeast Woodward, Woodward and Northeast Woodward, Woodward County, Okla.; Cities Service Gas Co.; 16.0 cents at 14.65 psia.
- G-19091; Acreage in Cowley County, Kans.; Wunderlich Development Co.; 4.65 cents at 14.65 psia.
- G-19092; Acreage in Cowley County, Kans.; Wunderlich Development Co.; 4.65 cents at 14.65 psia.
- G-19093; Acreage in Cowley County, Kans.; Wunderlich Development Co.; 5.2 cents at 14.65 psia.
- G-19094; Acreage in Cowley County, Kans.; Wunderlich Development Co.; 4.65 cents at 14.65 psia.
- G-19130; Triadelphia District, Logan County, W. Va.; Hope Natural Gas Co.; 20.0 cents at 15.325 psia.
- G-19136; Acreage in Cowley County, Kans.; Wunderlich Development Co.; 4.65 cents at 14.65 psia.
- G-19147; Acreage in Kay County, Okla.; Wunderlich Development Co.; 5.2 cents at 14.65 psia.
- G-19163; Acreage in Kay County, Okla.; Wunderlich Development Co.; 5.2 cents at 14.65 psia.
- G-19167; Acreage in Summer County, Kans.; Wunderlich Development Co.; 4.65 cents at 14.65 psia.
- G-19168; Acreage in Kay County, Okla.; Wunderlich Development Co.; 5.2 cents at 14.65 psia.
- G-19169; Acreage in Kay County, Okla.; Wunderlich Development Co.; 5.2 cents at 14.65 psia.
- G-19170; Acreage in Kay County, Okla.; Wunderlich Development Co.; 5.2 cents at 14.65 psia.
- G-19173; Acreage in Kay County, Okla.; Wunderlich Development Co.; 5.2 cents at 14.65 psia.
- G-19232; Pictured Cliffs, San Juan and Rio Arriba Counties, N. Mex.; El Paso Natural Gas Co.; 10.0 cents at 15.025 psia.
- G-19551; Wil, Stafford County, Kans.; Panhandle Eastern Pipe Line Co.; 15.0 cents at 14.65 psia.
- G-19558; Enville and Southwest Enville, Love County, Okla.; Cimarron Transmission Co.; 15.5 cents at 14.65 psia.
- G-19789; Acreage on Middle Creek in Floyd County, Ky.; Kentucky West Virginia Gas Co.; 15.0 cents at 15.225 psia.
- G-19802; Spraberry Trend Area, Reagan County, Tex.; El Paso Natural Gas Co.; 11.0 cents at 14.65 psia.
- G-19969; Greta, Refugio County, Tex.; Coastal States Gas Producing Co.; 11.0 cents at 14.65 psia.
- G-19973; Bisti Area, San Juan County, N. Mex.; El Paso Natural Gas Co.; 12.0 cents at 15.025 psia.
- G-19976; Mystic Bayou, St. Martin Parish, La.; Southern Natural Gas Co.; 23.25 cents at 15.025 psia.
- G-20024; Reedy District, Wirt County, W. Va.; Godfrey L. Cabot, Inc.; 14.92 cents at 15.325 psia.
- G-20028; Blue Hill Paradox, San Juan County, N. Mex.; El Paso Natural Gas Co.; 11.0 cents at 15.025 psia.
- G-20034; Foley, Allen Parish, La.; United Gas Pipe Line Co.; 20.375 cents at 15.025 psia.
- G-20174; Lincoln District, Tyler County, W. Va.; Hope Natural Gas Co.; 25.0 cents at 15.325 psia.
- G-20175; Freeman's Creek District, Lewis County, W. Va.; Hope Natural Gas Co.; 25.0 cents at 15.325 psia.
- G-20226; Deep Knox, Grady and Stephens Counties, Okla.; Lone Star Gas Co.; 16.8 cents at 14.65 psia.
- G-20234; Sheridan District, Calhoun County, W. Va.; Hope Natural Gas Co.; 25.0 cents at 15.325 psia.
- G-20293; Deep Knox, Grady and Stephens Counties, Okla.; Lone Star Gas Co.; 16.8 cents at 14.65 psia.
- CI60-86; Bethany, Harrison County, Tex.; United Gas Pipe Line Co.; 9.6216 cents at 14.65 psia.
- CI60-112; Deep Knox, Grady and Stephens Counties, Okla.; Lone Star Gas Co.; 16.8 cents at 14.65 psia.
- CI60-129; Deep Knox, Grady and Stephens Counties, Okla.; Lone Star Gas Co.; 16.8 cents at 14.65 psia.
- CI60-163; Deep Knox, Grady and Stephens Counties, Okla.; Lone Star Gas Co.; 16.8 cents at 14.65 psia.
- CP60-51; Bethany, Harrison County, Tex.; United Gas Pipe Line Co.; 9.6216 cents at 14.65 psia.
- CP60-65; Maxie Pistol Ridge Area, Forrest, Lamar and Pearl River Counties, Miss.; United Gas Pipe Line Co.; 20.0 cents at 15.025 psia.
- CP60-90; Go Around Bayou, Cameron Parish, La.; United Fuel Gas Co.; 18.0 cents at 15.025 psia.

The public convenience and necessity require that these matters 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 July 26, 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 July 11, 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: *Provided, further*, If a protest, petition to intervene or notice of intervention be timely filed in any of the above dockets, the above hearing date as to that docket will be vacated and a new date for hearing will be fixed as provided in § 1.20(b) (2) of the rules of practice and procedure.

JOSEPH H. GUTRIDE,
Secretary.

[F.R. Doc. 60-5743; Filed, June 23, 1960; 8:45 a.m.]

[Docket No. RI60-396, etc.]

TIDEWATER OIL CO. ET AL.

Order Providing for Hearing on and Suspension of Proposed Changes in Rates and Terminating Proceeding¹

JUNE 16, 1960.

Tidewater Oil Company, Docket No. RI60-396; Standard Oil Company of Texas, Docket No. RI60-397; El Paso Natural Gas Products Company (Operator), et al., Docket No. RI60-398; El

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

Paso Natural Gas Products Company, Docket No. RI60-399; C. L. McMahon, Inc., Docket No. RI60-400; Alvin C. Hope (Operator), et al., Docket Nos. RI60-401 and G-20453; Virginia Ramsey, et al., Docket No. RI60-378; Texas Gulf Pro-

ducing Company, Docket No. RI60-402; Texas Gulf Producing Company (Operator), et al. Docket No. RI60-403; Lario Oil & Gas Company, Docket No. RI60-404; Clegg & Hunt (Operator), et al., Docket No. RI60-405.

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. The proposed changes are designated as follows:

Docket No.	Respondent	Rate sched. No.	Supplement No.	Purchaser and producing area	Notice of change dated—	Date tendered	Effective date ¹ unless suspended	Rate suspended until—	Cents per Mcf		Rate in effect subject to refund in Docket Nos.
									Rate in effect	Proposed increased rate	
RI60-396...	Tidewater Oil Co.	9	9	Tennessee Gas Transmission Co. (Mustang Island Field, Nueces County, Tex.) (R.R. Dist. No. 4).	5-16-60	5-17-60	6-17-60	11-17-60	² 15.26187	² 17.24347	G-19665
RI60-397...	Standard Oil Co. of Texas.	32	2	West Lake Natural Gasoline Co. (Nena Lucia Field, Nolan and Mitchell Counties, Tex.) (R.R. Dist. No. 7-B and 8).	Undated	5-19-60	³ 6-23-60	³ 6-24-60	6.9918	8.5	G-20284
RI60-398...	El Paso Natural Gas Products Co., (Operator), et al.	2	20	West Lake Natural Gasoline Co. (Nena Lucia Field, Nolan County, Tex.) (R.R. Dist. No. 7-B).	5-16-60	5-19-60	³ 6-23-60	³ 6-24-60	6.9918	8.5	⁴ RI60-30
RI60-399...	El Paso Natural Gas Products Co.	3	10	do	5-16-60	5-20-60	³ 6-23-60	³ 6-24-60	6.9918	8.5	⁵ RI60-40
RI60-400...	C. L. McMahon, Inc.	3	9	do	5-17-60	5-20-60	³ 6-23-60	³ 6-24-60	6.9918	8.5	RI60-62
RI60-401...	Alvin C. Hope (Operator), et al.	1	4	do	5-17-60	5-20-60	³ 6-23-60	³ 6-24-60	⁶ 5.5	8.5	RI60-63
RI60-378...	Virginia Ramsey, et al.	2	3	West Lake Natural Gasoline Co. (Lake Trammell Field, Nolan County, Tex.) (R.R. Dist. No. 7-B).	4-20-60	5-23-60	6-23-60	11-9-60	13.125	17.24347	-----
		2	37	do	-----	5-23-60	6-23-60	-----	-----	-----	-----
		2	38	do	-----	5-24-60	6-24-60	-----	-----	-----	-----
		2	39	do	-----	5-27-60	6-27-60	-----	-----	-----	-----
RI60-402...	Texas Gulf Producing Co.	22	6	Trunkline Gas Co. (Clear Creek Field, Beauregard Parish, La.).	5-4-60	5-23-60	6-23-60	11-23-60	18.1	23.5	⁷ G-1733
RI60-403...	Texas Gulf Producing Co. (Operator), et al.	23	10	Trunkline Gas Co. (Ragley Field, Beauregard Parish, La.).	5-4-60	5-23-60	6-23-60	11-23-60	18.1	23.5	⁸ G-1732
RI60-404...	Lario Oil & Gas Co.	15	2	Colorado Interstate Gas Co. (Hugoton Field, Kearny County, Kans.).	5-20-60	5-23-60	7-1-60	12-1-60	11.0	12.5	-----
RI60-405...	Clegg & Hunt (Operator), et al.	5	1	Texas Gas Corp. (Marrs, McLean, and Gilbert Woods Fields, Jefferson County, Tex.) (R.R. Dist. No. 3).	5-11-60	5-23-60	6-23-60	11-23-60	13.6	17.38982	-----

¹ The stated effective dates are those requested by respondents or the first day after expiration of the required 30 days' notice.

² Includes 0.21931 cent per Mcf for dehydration deducted by buyer.

³ Or until such further time as the related rate of West Lake Natural Gasoline Co. is made effective subject to refund in Docket No. RI60-30 in the manner prescribed by the Natural Gas Act.

⁴ Also subject to order in Docket No. G-15906.

⁵ Also subject to order in Docket No. G-15905.

⁶ Rate of 6.9918 cents per Mcf is suspended in Docket No. G-20453 until Jan. 23, 1960, and until such further time as it is made effective in the manner prescribed by the Natural Gas Act. To date, no motion has been filed to place this rate into effect subject to refund.

⁷ Also subject to orders in Docket Nos. G-15839 and G-14069.

⁸ Also subject to orders in Docket Nos. G-15760 and G-14112.

⁹ Or until one day subsequent to the date the related rate of West Lake Natural Gasoline Co. is made effective subject to refund in Docket No. RI60-30.

In support of the proposed favored-nation increases, Tidewater Oil Company and Virginia Ramsey, et al. cite the contract provisions thereof and submit copies of Tennessee Gas Transmission Company's letter establishing the increased price and state that the contracts resulted from arm's length bargaining. Tidewater states additionally that the pricing provisions protect seller from discrimination and the increased rate is just and reasonable. Ramsey states that the increased price does not exceed the going price of gas in the area.

Ramsey's filings are on behalf of separate co-owners under the same rate schedule and are in addition to interests of other co-owner's under the same rate schedule, whose proposed increased rates were suspended by the Commission in Docket No. RI 60-378 until November 9, 1960, and until such further time as they are made effective in the manner prescribed by the Natural Gas Act. In order to afford like treatment to all co-owners under the same rate schedule, the increases submitted by Ramsey and set forth in the above designated filings should also be suspended until November 9, 1960 and thereafter until made effective under the Natural Gas Act. However, it should be made clear that the

shortening of the suspension period herein should not be construed as a precedent for other proposed increased rates.

In support of the revenue-sharing rate increases, Standard Oil Company of Texas, El Paso Natural Gas Products Company (Operator), et al., El Paso Natural Gas Products Company, C. L. McMahon, Inc., and Alvin C. Hope (Operator), et al. cite the contract provisions and West Lake Natural Gasoline Company's increased 17.0 cents per Mcf resale rate to El Paso Natural Gas Company, which is suspended in Docket No. RI 60-30 until June 23, 1960, and thereafter until made effective in the manner prescribed by the Natural Gas Act. In addition, Standard of Texas states that the increased rate is provided by a contract which resulted from arm's-length bargaining and suspension thereof would be inequitable, unfair and confiscatory. El Paso Natural Gas Products states that its contracts resulted from arm's-length bargaining and the increased rates are just and reasonable. McMahon cites arm's-length bargaining and states that the pricing provisions were a material inducement to seller in executing the long-term contract and the increased price is just and reasonable. Hope states that the in-

crease merely brings the price in line with others in the area and allows a return commensurate with expenses and costs of operation.

Hope has a pending suspension proceeding in Docket No. G-20453 for a rate of 6.9918 cents per Mcf under the same rate schedule involved herein. Hope has never filed a motion to place the 6.9918 cents per Mcf rate in effect subject to refund and now files the subject increase from the now effective rate of 5.5 cents per Mcf to 8.5 cents per Mcf.

In support of the proposed favored-nation rate increases, Texas Gulf Producing Company and Texas Gulf Producing Company (Operator), et al. cite the initial 23.5¢ rates for the sale of natural gas in the area which were allowed to become effective in Trunkline Gas Company's application proceedings by Commission Opinion No. 321. In addition, Texas Gulf submits copies of Trunkline's favored-nation letter and states that the increase merely brings into being a price which was negotiated at arm's-length in the original contract and that the increased rate is less than the going price for gas in the area.

In support of the proposed periodic rate increase, Lario Oil & Gas Company cites the contract provisions and states

that the contract was negotiated in open bargaining, the increased price is below the commodity value of the gas and is just and reasonable in view of the increasing costs.

In support of the proposed redetermined rate increase, Clegg & Hunt (Operator), et al. cite the contract price redetermination provisions and submit copies of the letter agreement establishing the increased price. Clegg & Hunt state that such pricing provisions are common in long-term contracts and afford seller protection against inflation. In addition, Clegg & Hunt state that the contract resulted from arm's-length bargaining and the increased price is below other prices in the area. Clegg & Hunt request waiver of statutory notice to permit this increased rate to become effective as of June 1, 1960.

The increased rates and charges so proposed 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) Good cause exists for permitting the tender submitted by Alvin C. Hope (Operator), et al. to be filed and for

terminating the suspension proceeding involved in Docket No. G-20453.

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) The tender submitted by Alvin C. Hope (Operator), et al. is hereby permitted to be filed and the suspension proceeding involved in Docket No. G-20453 is hereby terminated.

(E) Notices of intervention or petition 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 August 1, 1960.

By the Commission.

JOSEPH H. GUTRIDE,
Secretary.

[F.R. Doc. 60-5745; Filed, June 23, 1960; 8:45 a.m.]

[Docket Nos. RI60-406-RI60-416]

HUMBLE OIL AND REFINING CO.
ET AL.

Order Providing for Hearing on and Suspension of Proposed Changes in Rates¹

JUNE 17, 1960.

Humble Oil & Refining Company, Docket No. RI60-406; The Pure Oil Company, et al., Docket No. RI60-407; The Pure Oil Company, Docket No. RI60-408; Honolulu Oil Corporation, Docket No. RI60-409; Sun Oil Company, Docket No. RI60-410; Tidewater Oil Company, Docket No. RI60-411; Tidewater Oil Company (Operator), et al., Docket No. RI60-412; Sohio Petroleum Company, Docket No. RI60-413; Jerome B. Rosenthal, et al., Docket No. RI60-414; Sunray Mid-Continent Oil Company, Docket No. RI60-415; Jack H. Bryant, Trustee, Docket No. RI60-416.

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. 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 ¹ unless suspended—	Rate suspended until—	Cents per Mcf		Rate in effect subject to refund in Docket Nos.
									Rate in effect	Proposed increased rate	
RI60-406...	Humble Oil & Refining Co.	141	3	West Lake Natural Gasoline Co. (Nena Lucia Field, Nolan County, Tex.) (R.R. Dist. No. 7-B).	5-16-60	5-23-60	² 6-23-60	³ 6-24-60	6.9918	8.5	G-20230
RI60-407...	The Pure Oil Co., et al.	41	7	do.	Undated	5-23-60	² 6-23-60	³ 6-24-60	6.9918	8.5	RI60-48
RI60-408...	The Pure Oil Co.	32	3	West Lake Natural Gasoline Co. (Vena Madre Field, Nolan County, Tex.) (R.R. Dist. No. 7-B).	Undated	5-23-60	² 6-23-60	³ 6-24-60	6.9918	8.5	RI60-47
RI60-409...	Honolulu Oil Corp.	6	2	West Lake Natural Gasoline Co. (Lake Trammell South and Nena Lucia Fields, Nolan County, Tex.) (R.R. Dist. No. 7-B).	5-19-60	5-23-60	² 6-23-60	³ 6-24-60	5.5	8.5	-----
RI60-410...	Sun Oil Co.	89	8	Trunkline Gas Co. (Clear Creek Field, Allen and Beauregard Parishes, La.).	5-17-60	5-23-60	6-23-60	11-23-60	18.3	23.5	⁴ G-20447
RI60-411...	Tidewater Oil Co.	51	12	Texas Eastern Transmission Corp. (Nordheim Field, De Witt and Karnes Counties, Tex.) (R.R. Dist. No. 2).	5-23-60	5-24-60	6-24-60	11-24-60	⁴ 14.3733	⁴ 15.4444	G-14928
RI60-412...	Tidewater Oil Co. (Operator), et al.	7	21	Texas Eastern Transmission Corp. (Various Fields, Bee, Live Oak and De Witt Counties, Tex.) (R.R. Dist. No. 2).	5-23-60	5-24-60	6-24-60	11-24-60	13.8733	14.9444	G-14687
RI60-413...	Sohio Petroleum Co.	3	4	Tennessee Gas Transmission Co. (La Reforma, Los Indios, and El Ebanito Fields, Hidalgo and Starr Counties, Tex.) (R.R. Dist. No. 4).	Undated	5-23-60	6-23-60	11-23-60	15.0952	17.24347	G-19478
RI60-414...	Jerome B. Rosenthal, et al.	1	2	El Paso Natural Gas Co. (Glasscock County, Tex.) (R.R. Dist. No. 8).	5-19-60	5-23-60	6-23-60	11-23-60	⁵ 11.0	⁵ 17.0	-----
RI60-415...	Sunray Mid-Continent Oil Co.	158	3	West Lake Natural Gasoline Co. (Nena Lucia Field, Nolan County, Tex.) (R.R. Dist. No. 7-B).	Undated	5-23-60	² 6-23-60	³ 6-24-60	6.9918	8.5	G-20348
RI60-416...	Jack H. Bryant, Trustee.	1	4	El Paso Natural Gas Co. (Nolan County, Tex.) (R.R. Dist. No. 7-B).	5-20-60	5-20-60	6-20-60	11-20-60	10.5	15.5	G-14625

¹ The stated effective dates are those requested by respondents or the first day after expiration of the required 30 days' notice.
² Or until such later date as the related rate of West Lake Natural Gasoline Co. is made effective subject to refund in Docket No. RI60-30 in the manner prescribed by the Natural Gas Act.

³ Also subject to orders in Docket Nos. G-17346, G-15743, and G-13937.
⁴ Includes 0.5 cent per Mcf for dehydration and gathering charged by seller.
⁵ Or until one day subsequent to the date the related rate of West Lake Natural Gasoline Co. is made effective subject to refund in Docket No. RI60-30.
⁶ Includes 0.5 cent per Mcf for desulphurization deducted by buyer.

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

CHAMPION SILLIMANITE, INC.

Notice of Land Withdrawal; California

Conformable to the provisions of section 24 of the Act of June 10, 1920 (41 Stat. 1063) as amended, notice is hereby given that the lands of the United States hereinafter described—formerly occupied for project purposes in Project No. 922, and which remain as of this date in power project No. 1890 for which application for license was filed by Champion Sillimanite, Inc., on February 9, 1939—are, from said date of filing, reserved from entry, location or other disposal under the laws of the United States until otherwise directed by the Commission or by Congress.

MOUNT DIABLO MERIDIAN

All portions of the following subdivisions lying within 50 feet of the center line surveys of the pipe line and transmission line rights-of-way, all as more fully delimited upon map sheets (F.P.C. No. 1890-1, 2, 3, & 5) designated "Exhibits J and K" and entitled "Power Project Champion Sillimanite, Inc., in T. 4 S., R. 33 E., M.D.M., Mono County, California," and filed in the office of the Federal Power Commission on February 4, 1939:

- T. 4 S., R. 33 E.,
 Sec. 6: Lot 1 of SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$;
 Sec. 7: N $\frac{1}{2}$, lot 1 of SW $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$;
 Sec. 8: SW $\frac{1}{4}$ SE $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$;
 Sec. 15: SW $\frac{1}{4}$ SW $\frac{1}{4}$ (Unsurveyed);
 Sec. 16: Lots 2, 3, SE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$;
 Sec. 17: Lots 1, 2, NW $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$.

The area remaining reserved by this filing is approximately 85.97 acres, all of which have been heretofore reserved in connection with Project No. 922. 11.26 acres have been also previously reserved in Project No. 416.

Pursuant to map Exhibit K (F.P.C. No. 1890-9) entitled "Survey of Pipeline Extension, Champion Sillimanite, Inc." and showing the relocation of a section of the pipeline right-of-way—prepared in this Commission in accordance with information furnished January 31, and May 14, 1956, by the then licensee for Project No. 1890—all portions of the following described lands lying within 50 feet of the center line survey of the right-of-way as shown on said map are from May 14, 1956, reserved from all forms of disposal under section 24 of the Federal Power Act:

- T. 4 S., R. 33 S.,
 Sec. 14: W $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$ (Unsurveyed);
 Sec. 15: N $\frac{1}{2}$ S $\frac{1}{2}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$ (Unsurveyed);
 Sec. 16: NE $\frac{1}{4}$ SE $\frac{1}{4}$.

The additional area reserved by this filing is approximately 18.75 acres, of which 9.11 acres have been previously reserved in connection with Project No. 416. 4.24 acres of the latter amount have been also reserved pursuant to the filings under Project No. 922.

The general determination made by the Commission at its meeting of April 17, 1922 (2d. Ann. Rept. 128) with respect to lands reserved for transmission line purposes only is applicable to those of the aforesaid lands reserved for that purpose only.

Humble Oil & Refining Company, the Pure Oil Company, et al., the Pure Oil Company, Honolulu Oil Corporation, and Sunray Mid-Continent Oil Company propose revenue-sharing rate increases for sales of natural gas to West Lake Natural Gasoline Company. West Lake resells the gas to El Paso Natural Gas Company and pays the aforementioned Respondents 50 percent of the resale rate received from El Paso. The subject increases are based upon West Lake's favored-nation increased rate of 17.0 cents per Mcf, which increased rate was suspended in Docket No. RI60-30 until June 23, 1960, and thereafter until made effective in the manner prescribed by the Natural Gas Act.

In support of the proposed increased rates, Humble, Pure, Honolulu, and Sunray cite the revenue-sharing provisions of the contracts, West Lake's 17.0 cent rate now suspended, and state that the proposed increase fulfills the contractual obligation agreed to by both parties. In addition, Humble states that the contract resulted from arm's-length bargaining and the increased price is reasonable and in line with the going price for gas in the area and denial thereof would be unjust and unreasonable. Pure also cites arm's-length bargaining and states that without the pricing provisions it would not have executed the contract and the increased price is just and reasonable. Pure also cites other suspensions for sales to West Lake and states that any suspension of its increased rate for more than one day would result in a windfall to West Lake at Pure's expense. Honolulu states that the increased rate does not exceed the fair market value of the gas and is just and reasonable. Sunray states that the contract resulted from arm's-length bargaining and without the pricing provisions it would not have executed the contract. Sunray also states that the increased price is just and reasonable and below the market value of the gas, and denial thereof would be unjust and unreasonable.

In support of its proposed favored-nation rate increases, Sohio Petroleum Company cites the contract provisions and submits copies of Tennessee Gas Transmission's letter advising of the increased prices. Sohio also states that the proposed rates are not in excess of the current commodity value of the gas and are just and reasonable.

In support of its proposed favored-nation rate increase, Sun Oil Company refers to the contract provision and submits Trunkline Gas Company's letter advising of the increased rate. Sun states that the price increase provisions resulted from bargaining at arm's length and were a major consideration to seller and the increased price does not exceed the value of the gas in the area.

In support of its proposed rate increases, Tidewater Oil Company and Tidewater Oil Company (Operator), et al. cite the favored-nation provisions of the contracts and refer to increased rates paid by Texas Eastern Transmission Corporation to two other producers in the same area. These two producers are collecting the increased rate subject to refund in Docket Nos. G-18845 and G-

18218. Texas Eastern has protested similar favored-nation rate increases in the area on the grounds that the favored-nation clauses were not activated, although no protest of the subject increases had been made.

In support of their proposed renegotiated rate increases, Jerome B. Rosenthal et al. and Jack H. Bryant, Trustees, submit copies of the renegotiated agreements citing the provisions thereof and state that such amendments resulted from arm's-length bargaining. They further state that the proposed rates are less than the current commodity value of gas in the area and that the deletion of the favored-nation provision will tend to stabilize gas prices to producers in the area. Bryant also states that the 5.0 cents per Mcf increase would compensate for a 5.0 cents per Mcf compression charge and would place him in an economic position equal to that of neighboring producers. Bryant further requests waiver of notice requirements to permit his increased rate to become effective as of January 1, 1960.

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 August 2, 1960.

By the Commission.

JOSEPH H. GUTRIDE,
 Secretary.

Copies of the map sheets (F.P.C. No. 1890-1, 2, 3, 5 and 9) have been transmitted to the Bureau of Land Management, Geological Survey and Forest Service.

By direction of the Commission.

JOSEPH H. GUTRIDE,
Secretary.

[F.R. Doc. 60-5799; Filed, June 23, 1960;
8:46 a.m.]

[Docket No. G-19983]

TENNESSEE GAS TRANSMISSION CO.
Order Adopting Interim Order Procedure Omitting Intermediate Decision and Fixing Date for Oral Argument

JUNE 17, 1960.

The Presiding Examiner on May 27, 1960, reported to the Commission two motions entered orally upon the record by Staff counsel during the hearing on May 25, 1960. Those motions request (1) that the fair rate of return for Tennessee Gas Transmission Company (Tennessee) be determined on an interim order procedure; and (2) that the intermediate decision procedure be waived in accordance with § 1.30 of the Commission's rules of practice and procedure and that the record on rate of return be certified to the Commission for direct decision on this issue. There was no objection to the latter motion.

It is the contemplation of the first motion that Tennessee will be required to make immediate refund of excess revenues and to reduce its rates if it is determined under the intermediate order procedure that the fair rate of return for Tennessee is less than the 7 percent rate of return requested by it in this docket. It is further contemplated that for purposes of refund and reduced rates, all other factors relating to rate base, cost of service, allocation, etc., will be used as presented by Tennessee on the record, without prejudice to the rights of any party to question any of those items in subsequent phases of this proceeding, if such item is determined to be in issue by the Presiding Examiner.

The stated objective of Staff's proposals is to alleviate as soon as possible some of the financial burden of increased rates being borne by Tennessee's wholesale customers.

Several parties to the proceeding filed memoranda on the above motions. Generally stated, those memoranda do not object to the interim order procedure determining a fair rate of return for Tennessee nor omission of the intermediate decision procedure. Some of the parties, however, do object to that part of the motion which requests that upon determination of the fair rate of return, Tennessee be directed to make immediate refunds and rate reductions. Those objections are based on the fact that there has been no decision on the issue of allocation of costs to zones on Tennessee's system. The parties contend that absent a determination of that issue, an interim order prescribing refunds and reduction in rates would be both unlawful and inequitable in that

it might prevent Tennessee from recovering its entire cost of service, or deprive customers in certain zones of the amount of refund dollars they contend they would receive if the zone allocation methods they are sponsoring are determined to be proper for Tennessee.

The issue of allocation of costs to zones has been fully heard in Docket No. G-11980 and is now before the Presiding Examiner in that docket for decision. The parties hereto also contend that an interim order prescribing refunds and rate reduction will constitute pre-judgment of that issue even though such interim order used the zone allocation method presented by Tennessee only arguendo and without prejudice to final determination of that issue.

In view of the importance of the matters referred to above, and as requested by Tennessee, it would appear appropriate that opportunity to present oral argument be afforded to the parties, in addition to filing briefs on the issue of the proper rate of return for Tennessee, as hereinafter provided.

The Commission finds:

(1) It is appropriate in carrying out the provisions of the Natural Gas Act that the proper rate of return for Tennessee be determined under an interim order procedure.

(2) The Staff's motion for waiver of the intermediate decision on the rate of return issue should be granted, and the parties should be allowed to file briefs and present oral argument, as hereinafter provided.

The Commission orders:

(A) The intermediate decision procedure hereby is omitted for purposes of determination of the proper rate of return for Tennessee.

(B) The Presiding Examiner is directed to certify to us the evidence of record on the issue of rate of return for determination of that issue under interim order procedure.

(C) Main briefs on the issue of the proper rate of return for Tennessee shall be filed and served by all parties who desire to do so, on or before July 15, 1960.

(D) Oral argument before the Commission shall be held on July 21, 1960 at 10:00 a.m. in a Hearing Room of the Federal Power Commission, 441 G Street NW., Washington, D.C. (1) in lieu of reply briefs on the issue of the proper rate of return for Tennessee; and (2) on the questions whether as a result of determination of the proper rate of return, immediate refunds and rate reductions, if any, should be ordered, and if so, on what basis.

(E) All parties to this proceeding who desire to participate in the oral argument herein provided, shall notify the Secretary on or before July 11, 1960, of their intent to do so, indicating which items referred to in paragraph (D) above, they propose to argue and the amount of time they desire for such argument.

By the Commission.

JOSEPH H. GUTRIDE,
Secretary.

[F.R. Doc. 60-5801; Filed, June 23, 1960;
8:46 a.m.]

[Docket No. G-12892, etc.]

WARREN PETROLEUM CORP. ET AL.
Notice of Applications and Date of Hearing

JUNE 16, 1960.

Warren Petroleum Corporation, Operator,¹ Docket No. G-12892; Tidewater Oil Company, Docket No. G-19808; Amerada Petroleum Corporation, Docket No. G-20015; Arkansas Fuel Oil Corporation, Docket No. G-20039; Phillips Petroleum Company, Docket No. G-20097.

Take notice that each of the above Applicants has filed an application pursuant to section 7(b) of the Natural Gas Act, for permission and approval to abandon service, as hereinafter described, subject to the jurisdiction of the Commission, all as more fully represented in the respective applications, and any amendments thereto, which are on file with the Commission and open to public inspection.

The respective Applicants seek permission and approval to abandon service as indicated below:

Docket Nos., Field and Location, Purchaser and Docket in Which Sale Was Authorized

G-12892; McFarland Unit, Willow Springs Field, Gregg and Harrison Counties, Tex.; Texas Eastern Transmission Corp.; G-4154, G-3710, G-3987, and G-3213.
G-19808; Englehart Field, Colorado County, Tex.; Shell Oil Co.; G-6262.
G-20015; Aglesworth Field, Bryan County, Okla.; Lone Star Gas Co.; G-6325.
G-20039; Guedin Field, San Patricio County, Tex.; Texas Eastern Transmission Corp.; G-10187.
G-20097; Acreage in Lea County, N. Mex.; Warren Petroleum Corp.; G-2857.

Each Applicant herein states that the volume of gas now available for delivery under the related gas sales contract has been depleted or has declined to a point where it is no longer economically feasible to continue the heretofore authorized sale. 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 July 26, 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., con-

¹ Warren Petroleum Corporation filed on behalf of itself and such other co-owners who may adopt the subject application. The application was adopted on July 15, 1957, by Natural Gasoline Corporation on July 25, 1957, by Robert Cargill, Henry L. Smith, Clark Sample, Jr., Sally Sample Graves, L. N. Skipper and L. N. Skipper, Jr., on July 26, 1957, by G. H. L. Kent and on June 4, 1959, by Gladstone Gasoline Company, Inc.

Warren was authorized on May 31, 1956, in Docket No. G-4154, Natural Gasoline on January 3, 1955, in Docket No. G-3710 and L. N. Skipper, L. N. Skipper, Jr., Clark Sample, Jr., G. L. L. Kent on February 21, 1955, in Docket No. G-3987 and Sally Graves on December 15, 1954, in Docket No. G-3213.

cerning 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 July 11, 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. 60-5802; Filed, June 23, 1960;
8:46 a.m.]

DEPARTMENT OF AGRICULTURE

Agricultural Marketing Service

BENTON COUNTY SALES CO. ET AL.

Deposting of Stockyards

It has been ascertained, and notice is hereby given, that the stockyards named herein, originally posted on the respective dates specified below as being subject to the Packers and Stockyards Act, 1921, as amended (7 U.S.C. 181 et seq.), no longer come within the definition of a stockyard under said act for the reason that they are no longer being conducted or operated as public markets, and are, therefore, no longer subject to the provisions of the act.

Name of Stockyard and Date of Posting

Benton County Sales Co., Rogers, Ark., Dec. 12, 1958.
Hensley Sale Barn, Fayetteville, Ark., Dec. 12, 1958.
Union Stock Yards, Los Angeles, Calif., Nov. 1, 1922.
Livermore Auction Co., Livermore, Ky., Dec. 8, 1959.
Dixon Brothers Livestock Sales, Jackson, Mich., May 16, 1959.
McAlester Stockyard and Livestock Auction, McAlester, Okla., June 23, 1949.

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

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

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

Done at Washington, D.C., this 20th day of June 1960.

HARRY L. WILLIAMS,
Acting Chief, Packers and Stockyards Branch, Livestock Division, Agricultural Marketing Service.

[F.R. Doc. 60-5821; Filed, June 23, 1960;
8:49 a.m.]

ATOMIC ENERGY COMMISSION

[Docket No. 50-123]

CURATORS OF UNIVERSITY OF MISSOURI; SCHOOL OF MINES AND METALLURGY

Notice of Issuance of Amendment to Construction Permit

Please take notice that the Atomic Energy Commission has issued Amendment No. 1 to Construction Permit No. CPRR-44 set forth below. The amendment extends the latest date for completion of construction of the reactor to be located in Rolla, Missouri, to December 31, 1960, as requested by the applicant.

Dated at Germantown, Md., this 16th day of June 1960.

For the Atomic Energy Commission.

R. L. KIRK,
Deputy Director, Division of Licensing and Regulation.

[Construction Permit No. CPRR-44; Amdt. No. 1]

Paragraph 3.A. of Construction Permit No. CPRR-44 is hereby amended by changing the second sentence thereof to read as follows: "The latest date for completion of the facility is December 31, 1960."

The amendment is effective as of the date of issuance.

Date of issuance: June 16, 1960.

For the Atomic Energy Commission.

R. L. KIRK,
Deputy Director, Division of Licensing and Regulation.

[F.R. Doc. 60-5790; Filed, June 23, 1960;
8:45 a.m.]

INTERSTATE COMMERCE COMMISSION

FOURTH SECTION APPLICATIONS FOR RELIEF

JUNE 21, 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. 36335: *Substituted service—PRR, et al., for Liberty Motor Freight Lines, Inc.* Filed by Eastern Central Motor Carriers Association, Inc. (No. 141), for interested carriers. Rates on prop-

erty loaded in highway trailers and transported on railroad flat cars between Columbus, Ohio, on the one hand, and East Cambridge and Worcester, Mass., on the other, on traffic originating at or destined to such points or points beyond as described in the application.

Grounds for relief: Motor-truck competition.

Tariff: Supplement 1 to Eastern Central Motor Carriers Association, Inc. tariff MF-I.C.C. A-179.

FSA No. 36336: *Substituted service—WAB and PRR for Spector Freight System, Inc.* Filed by The Eastern Central Motor Carriers Association, Inc., Agent (No. 138), for interested carriers. Rates on property loaded in highway trailers and transported on railroad flat cars between Kansas City, Mo., on the one hand, and Baltimore, Md., Harrisburg and Philadelphia, Pa., and Kearny, N.J., on the other, on traffic originating at or destined to such points or points beyond as described in the application.

Grounds for relief: Motor-truck competition.

Tariff: Supplement 1 to Eastern Central Motor Carriers Association tariff MF-I.C.C. A-179.

FSA No. 36337: *Substituted service—C&O and PRR for Houff Transfer Incorporated, et al.* Filed by The Eastern Central Motor Carriers Association, Inc., Agent (No. 139), for interested carriers. Rates on property loaded in highway trailers and transported on railroad flat cars between Charleston, W. Va., on the one hand, and Philadelphia, Pa., and Kearny, N.J., on the other, on traffic originating at or destined to such points or points beyond as described in the application.

Grounds for relief: Motor-truck competition.

Tariff: Supplement 1 to Eastern Central Motor Carriers Association tariff MF-I.C.C. A-179.

FSA No. 36338: *Substituted service—PRR, et al., for Liberty Motor Freight Lines, Inc.* Filed by Eastern Central Motor Carriers Association, Inc., Agent (No. 140), for interested carriers. Rates on property loaded in highway trailers and transported on railroad flat cars between Columbus, Ohio, on the one hand, and Boston and Worcester, Mass., on the other, on traffic originating at or destined to such points or points beyond as described in the application.

Grounds for relief: Motor-truck competition.

Tariff: Supplement 1 to Eastern Central Motor Carriers Association tariff MF-I.C.C. A-179.

FSA No. 36339: *Substituted service—PRR for Jones Transfer Company.* Filed by The Eastern Central Motor Carriers Association, Inc., Agent (No. 142), for interested carriers. Rates on property loaded in highway trailers and transported on railroad flat cars between Detroit, Mich., and Toledo, Ohio, on the one hand, and Baltimore, Md., Harrisburg and Philadelphia, Pa., and Kearny, N.J., on the other, on traffic originating at or destined to such points or points beyond as described in the application.

Grounds for relief: Motor-truck competition.

Tariff: Supplement 1 to Eastern Central Motor Carriers Association tariff MF-I.C.C. A-179.

FSA No. 36340: *Liquefied petroleum gas—Houma and Southdown, La., to the South.* Filed by Southwestern Freight Bureau, Agent (No. B-7834), for interested rail carriers. Rates on liquefied petroleum gas, in tank-car loads from Houma and Southdown, La., to points in southern territory.

Grounds for relief: Market competition.

Tariff: Supplement 43 to Southwestern Freight Bureau tariff I.C.C. 4334.

FSA No. 36341: *Malt liquors and empty containers—From and to East St. Louis, Ill., and the South.* Filed by O. W. South, Jr., Agent (SFA No. A3973), for interested rail carriers. Rates on malt liquors, and empty returned containers, in carloads (1) from East St. Louis, Ill., to points in southern territory, and (2) from points in southern territory to East St. Louis, Ill.

Grounds for relief: Rate relationship with St. Louis, Mo.

Tariff: Supplement 4 to Southern Freight Association tariff I.C.C. S-110.

FSA No. 36342: *Screened gravel—Dickason Pit, Ind., to Moccasin, Ill.* Filed by Illinois Freight Association,

Agent (No. 102), for interested rail carriers. Rates on screen gravel, in carloads from Dickason Pit, Ind., to Moccasin, Ill.

Grounds for relief: Motor-truck competition.

Tariff: Supplement 131 to Chicago & Eastern Illinois Railroad tariff I.C.C. 144.

By the Commission.

[SEAL]

HAROLD D. McCoy,
Secretary.

[F.R. Doc. 60-5816; Filed, June 23, 1960;
8:48 a.m.]

[Notice 335]

MOTOR CARRIER TRANSFER PROCEEDINGS

JUNE 21, 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 general rules of practice any interested person may file a petition seeking reconsideration of the following numbered proceedings within 30 days from the date of service of the order. Pursuant to sec-

tion 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 62676. By order of June 6, 1960, Division 4, Acting as an Appellate Division, approved the transfer to James Adams, doing business at Adams Moving & Hauling Co., Philadelphia, Pa., of Certificate In No. MC 94435, issued October 25, 1957, to Joseph Kulb, Philadelphia, Pa., authorizing the transportation of: Household goods, as defined by the Commission, and new office furniture, between Philadelphia, Pa., and points within 25 miles thereof, on the one hand, and, on the other, points in the New York, N.Y., Commercial Zone, as defined by the Commission, and points in New Jersey, Delaware, Maryland, and the District of Columbia. Jacob Polin, 314 Old Lancaster Road, Merion, Pa., for applicants.

[SEAL]

HAROLD D. McCoy,
Secretary.

[F.R. Doc. 60-5817; Filed, June 23, 1960;
8:48 a.m.]

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